

INVITATION FOR BIDS

Doolan Tower Back Up Generator #2022-01

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

Date of Issuance:	November 2, 2022
Pre-Bid Conference and Walk Through (Optional):	November 16, 2022 at 11:00 AM
Written Questions Due:	November 23, 2022 at 11:00 AM
Answers to Questions Provided:	By December 8, 2022
Bids Due:	December 21, 2022 at 11:00 AM
Contract Award (estimated):	January 4, 2022
Notice to Proceed:	Upon completion of all agreement requirements
Project Completion:	Within Sixty (60) Days of Notice to Proceed

Contact Info: Tamara Edwards
Director of Finance
(925) 455-7566
procurements@lavta.org

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NOTICE IS HEREBY GIVEN THAT Bids will be received by the Finance Department of the Livermore Amador Valley Transit Authority (LAVTA or Authority) at its Administrative Offices, 1362 Rutan Court, Suite 100, Livermore, CA 94551, until **11:00 AM on December 21, 2022** to provide a Backup Generator at the LAVTA Doolan Road Radio Tower facility located at 3801 Doolan Road, Livermore, CA, in accordance with requirements of the Solicitation Documents, at which time they will be read. The Invitation for Bids is available at www.wheelsbus.com or may be requested in hard copy format at the Authority's offices.

An **optional** Pre-Bid Conference and walk through will be held at **11:00 AM on November 16, 2022** at the LAVTA Administrative Offices, located at 1362 Rutan Court in Livermore, CA. **DUE TO SECURITY REQUIREMENTS AT THE WORK SITE THE NAMES OF THOSE ATTENDING THE WALK THROUGH MUST BE SUBMITTED NO LATER THAN November 10, 2022. Please submit names by calling our front desk at 925-455-7550.** At this Conference, members of the LAVTA staff will be available to answer questions pertaining to the Contract Documents and Specifications and will conduct a job walk at the facility. The Conference should take no longer than an hour.

All questions during the solicitation phase of this project shall be directed to Tamara Edwards, Authority's Director of Finance, at the address above. You may also fax your written requests to 925-443-1375 or email procurements@lavta.org. All questions concerning this project **must be received in writing no later than 11:00 AM on November 23, 2022**. The LAVTA written Response to Questions shall be posted on the LAVTA website (www.wheelsbus.com) **on December 8, 2022**.

Only signed Addenda issued by LAVTA are binding. Bidders are required to acknowledge receipt of all Addenda on their Bid Forms.

Whether mailed or personally delivered, Bids must be addressed to Tamara Edwards, Authority's Director of Finance at Livermore Amador Valley Transit Authority, 1362 Rutan Court, Suite 100, Livermore, CA 94551, by the date and time set forth in the Solicitation Documents. **No late Bids will be accepted.**

Bids will be examined and reported to the Board of Directors of LAVTA within 120 calendar days of the Bid opening. LAVTA reserves the right to reject any Bids or to waive any irregularity or informalities in any Bid or in the bidding procedure. No Bidder may withdraw its Bid for a period of 120 calendar days after the date of opening of the Bids. Each Bidder will be notified in writing of LAVTA's intent to award a Contract.

LAVTA hereby notifies all Bidders that it is the policy of LAVTA to ensure nondiscrimination on the basis of race, color, sex, national origin, religion, age, disability, ancestry, medical condition, sexual orientation, or marital status in the award and administration of contracts that it awards. It is the intention of LAVTA to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to LAVTA's construction, procurement, and professional service activities in accordance with LAVTA's DBE goals.

In connection with the performance of this Contract, full compliance with all applicable Safety and Health Standards and with all applicable laws and regulations concerning Equal Employment Opportunity will be required. The major provisions of LAVTA's policy are outlined in the Solicitation Documents.

Bids must be accompanied by a Bid Guaranty/Security in the form of a Certified or Cashier's Check, Bidder's Bond, or Irrevocable Standby Letter of Credit in the amount of at least ten percent of the total amount of the bid, as further described in the General Conditions and Special Provisions. The Bid Guaranty/Security shall be retained by LAVTA and applied to any damages sustained by LAVTA in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it. The successful Bidder will be required to furnish a Performance Bond and a Payment Bond, both in the amounts not less than one hundred percent (100%) of the awarded contract amount.

Bidders bidding as the prime Contractor shall possess a valid California State **Class C-10** Contractor's License at the time of bid submission and throughout the Contract term.

This is a Public Works Contract. In accordance with section 1720 et seq. of the Labor Code, the general prevailing wage rates as established by the Director of the California Department of Industrial Relations will apply. The prevailing wage rates established by the State Director of Industrial Relations are available on the State of California's website at <http://www.dir.ca.gov/> or can be obtained by mail addressed to: Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, P.O. Box 603, San Francisco, CA 94101.

No contractor or subcontractor may be listed on a bid for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid. Additionally, no contractor or subcontractor may be awarded a contract for public works unless registered with DIR pursuant to California Labor Code section 1725.5. **Each bidder must submit proof of contractor registration with DIR** (e.g. a hard copy of the relevant page of the DIR's database found at: <https://cadir.secure.force.com/ContractorSearch>). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of LAVTA retaining a portion of progress payments during the project. Pursuant to California Civil Code Section 9550, the successful bidder shall furnish a payment bond if civil work exceeds twenty-five thousand dollars (\$25,000).

/s/ *Tamara Edwards*

November 2, 2022

Tamara Edwards
Director of Finance

Date

GENERAL CONDITIONS

The General Conditions apply to all bidding except insofar as they may be modified by the Special Provisions, Federal Provisions (if applicable), Davis-Bacon Act Wage Determinations (if applicable), Public Works Clauses (if applicable), FTA clauses (if applicable), Technical Specifications, Bid Forms, or Addenda.

1. DEFINITION OF TERMS

Whenever in the bid or Solicitation Documents, the following terms or pronouns in place of them or abbreviations are used, the intent and meaning shall be interpreted as follows:

“Authority” or “LAVTA” means Livermore Amador Valley Transit Authority.

“Bid” means an offer submitted to the Authority in response to an Invitation for Bids (IFB) that is not subject to negotiation.

“Bid Documents” or “Solicitation Documents” or “Specifications” mean the Notice Inviting Bids, General Conditions, Special Provisions, Technical Specifications, Bid Forms, Bond Forms, Addenda, Exhibits, Drawings and Appendices, if any.

“Bid Form” means that part of the bid which contains the bid items, price, and other supporting information.

“Bidder” means the firm or individual submitting the bid.

“Board,” “Directors,” or “Board of Directors” means Livermore Amador Valley Transit Authority Board of Directors or members thereof.

“Contract” or “Agreement” is used interchangeably and means a binding understanding, enforceable by law, between two or more competent parties, obligating the seller to furnish the supplies or services and the buyer to pay for them.

“Contract Officer” means an employee or agent of the Authority responsible for the acquisition of supplies, materials, equipment, and services under the Contract.

“Contractor” means the successful Bidder to whom a Contract is awarded.

“Days” means calendar days unless otherwise indicated.

“Executive Director” means the Executive Director of the Livermore Amador Valley Transit Authority.

2. BID FORMS

The bid must be submitted on the Bid Form(s) provided and enclosed in a sealed envelope marked and addressed as required. Bids submitted in any other form will be considered non-responsive and may be rejected. **No faxed or electronically-submitted bids or modifications will be considered.**

Blank spaces on the Bid Form shall be properly filled in. The format and language of the Bid Form must not be changed and no additions shall be made to any of the items. Alteration by erasures or interlineations must be explained or noted on the Bid Form over the signature of the Bidder. Any bid which is conditional in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an

item specified in the Contract Documents and Specifications when such substitution has not received formal approval by the Authority, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive, and for that reason rejected.

If the unit price and the total amount named by the Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors that appear on the face of the bid will be corrected by the Authority and the Authority will use the mathematically correct Grand Total Bid Price in determining the lowest monetary Bidder.

Unless otherwise stated in the Solicitation Documents, the Bidder shall include freight or delivery charges in the total price in its bid.

Submission of an alternative bid(s) except as specifically called for in the Solicitation Documents may render both bids non-responsive and may cause their rejection.

3. APPROVED EQUAL REQUESTS

In order to establish a basis of quality, certain materials, processes, or types of machinery and equipment may be specified in the Solicitation Documents by describing the process, by designating a manufacturer by name, brand, or product number, or by specifying a kind of material. It is not the intent of these Solicitation Documents to exclude other processes, equipment, or materials of equal value, utility, or merit which are approved by the Authority.

It is understood that specifying a brand name or specific types of components, equipment, and/or processes in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying the Authority of any inappropriate brand names, or types of components, equipment, and/or process that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. A Bidder may, at its option, use any equipment, material, article, or process which, in the judgment of the Authority, is equal to that designated. To do so a Bidder shall furnish, at its own expense, all test results, technical data and background information required by the Authority in making the determination as to whether the proposed equipment, material or article or process, in the judgment of the Authority, is equal to that designated. This shall be submitted on the Request for Approved Equals Form included in these Solicitation Documents. Approved equal procedures are described in the Special Provisions.

The Authority shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, materials, or process, and its decision shall be final.

4. TAXES

The supplies, materials, or equipment called for in the Solicitation Documents will be used by the Authority in the performance of a governmental function and are exempt from taxation by the United States Government. The Authority will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. Unless otherwise specified in the Special Provisions or Bid Forms, unit prices shall not include state sales and use taxes. Contractors registered with the California Board of Equalization are required to facilitate payment of all sales and use taxes under the Contract. If a Contractor is not registered with the California Board of Equalization, the Authority will either require the Contractor to provide a receipt for all payments from the Authority separately itemizing the applicable sales

or use taxes paid and forward all appropriate state taxes to the Board of Equalization, or assume responsibility for the payment of state sales and use taxes.

5. CASH DISCOUNT

The Bidder must state any cash discount offered on Bid Form. The cash discount will not be considered in determining the lowest responsible and responsive Bidder. The Authority will not accept a cash discount with a term of less than ten days.

6. UNAUTHORIZED CONDITIONS

Unauthorized conditions, limitations, or provisions attached to a bid will render the bid non-responsive and may cause its rejection.

7. BIDDER'S SECURITY

Unless otherwise noted in the Special Provisions, each Bidder shall furnish and submit with its bid one of the following forms of Bidder's Security:

- a) Unconditional "certified check," "cashier's check," or "official check" drawn on a solvent bank payable to the order of Livermore Amador Valley Transit Authority;
- b) A Bidder's Bond using the form entitled "Bidder's Bond," provided with the Bid Forms, which is properly executed by the Bidder and an admitted surety insurer and is accompanied by the corporate surety's power of attorney. The surety's signature shall be notarized and the surety shall be acceptable to the Authority; or
- c) An Irrevocable Stand-by Letter of Credit, a sample of which is provided in the Bid Forms.

No personal or business checks will be accepted. The Bidder's Security shall be in the amount as specified in the Special Provisions.

Any condition or limitation placed upon the check or any alteration of the form of bond or Irrevocable Stand-by Letter of Credit, or imperfection in its execution will render it informal and may, at the option of the Authority, result in a rejection of the bid under which such check, bond, or Irrevocable Stand-by Letter of Credit is submitted. The Bidder's Security shall be a guarantee that the Bidder, if awarded the Contract, will execute the required Contract and bonds within 10 days after such Contract has been awarded to it or such additional time as may be allowed by the Authority. If the Bidder fails or refuses to execute the required Contract and bonds within that time, the money and proceeds from the Bidder's Security shall be applied towards payment of the resulting damage to the Authority of the delay and the necessity of accepting a higher or less desirable bid. The amount of the Bidder's Security shall not constitute a limitation upon the right of the Authority to recover for the full amount of such damage. The Bidder's Security shall remain in full force and effect until a written Contract is executed and all the required bonds are furnished.

The Bidder's Security of the successful Bidder and the next two lowest Bidders will be returned after execution of the Contract with the successful Bidder and the approval and acceptance on behalf of the Authority of all other Contract bonds and insurance requirements. The Bidder's Security of the other Bidders not one of the three lowest, will be returned promptly after the bids have been opened and reviewed by the Authority.

8. SUBMISSION OF BID

Prior to the time and date specified in the Notice Inviting Bids (Notice), Bidders shall deliver two counterparts of the bid (one original and one duplicate) to the Director or Finance, at the address shown in the Notice. All bids shall be in a sealed envelope and properly marked with the solicitation number and title and the Bidder's name. **Bids received after said time or date or at any other location than the place stated in the Notice will not be considered.**

9. WITHDRAWAL OF BID

A Bidder may withdraw its bid before the bid due date and time without prejudice to itself, by submitting a written request for bid withdrawal to the Executive Director.

10. BID OPENING

At the due date and time specified in the Notice and Special Provisions, the Executive Director or designee, will open, examine, and publicly read all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. All bids will then be examined and reported to the Board usually within 30 to 90 days from receipt of bids. The Authority reserves the right to postpone the bid opening for any reason.

11. SOLE BID EVALUATION

In the event a single bid is received, the Authority may conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. It should be recognized that a price analysis involves a comparison with other similar procurements and must be based on an established or competitive price for the products subject to the comparison. The comparison must be made with a purchase of similar volume and involving similar specifications. Where a difference exists, a detailed analysis must be made of the price differential and costs or reasons associated therewith.

Where it is impossible to obtain a valid price analysis, it may be necessary for the Authority to conduct a cost analysis of the bid price, which process entails examination and evaluation of the separate cost/profit elements of the bid quotation. The Bidder will be expected to cooperate in this process and to furnish the Authority with any and all requested documentation necessary to undertake the required analyses.

12. BIDDER'S WAIVER

The Bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, or equipment called for in the Specifications. The Bidder shall warrant that it has checked its bid for errors and omissions; that the prices stated in its bid are correct, and as intended by it, and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Solicitation Documents. The Bidder waives any claim for the return of its Bidder's Security if, on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the Contract.

13. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Bidder may be required, upon request of the Executive Director, to prove to the Authority's satisfaction that it has the necessary skill, experience, facilities, and ample financial resources to perform the Contract in a satisfactory manner and within the required time.

14. PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm, or corporation to whom a Contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its sureties shall be liable to the Authority for all loss or damage which the Authority may suffer thereby; and the Board of Directors may re-award the Contract pursuant to appropriate procedures.

15. CONFLICT OF INTEREST

By submitting a bid, the Bidder represents and warrants that to the best of its knowledge, no director, officer or employee of the Bidder or Authority is in any manner interested directly or indirectly in the bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Title 1, Division 4, Chapter 1, Article 4 (commencing with Section 1090) or Title 9 (commencing with Section 81000) of the Government Code of the State of California.

No member, officer, or employee of the Authority, during his or her tenure or for one year after that tenure, shall have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor by making a formal or informal appearance, or any oral or written communication, before the Authority or any officer or employee of the Authority for a period of one year after leaving office or employment with the Authority if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or revocation of a Contract.

16. AWARD OR REJECTION OF BIDS

Award will be made or bids will be rejected by the Authority within the time specified in the Special Provisions, or if not specified, within a reasonable time after bids have been opened. The Authority may reject any and all bids, and may reject a bid of any party who has been delinquent or unfaithful in any former Contract with the Authority. Also, the Authority reserves the right to waive any irregularities or informalities in any bid or in the bidding procedure. If an award is made, it shall be made to the lowest responsive and responsible Bidder. All Bidders shall be notified of the award.

17. BID PROTEST PROCEDURES

The Authority maintains written procedures that must be followed for all bid protests. Copies of the complete bid protest procedures are available at the office of the Executive Director. **Failure to comply with any of the requirements set forth in the Authority's written bid protest procedures may result in rejection of the protest.**

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure which are apparent or reasonably should have been discovered by the Bidder prior to the advertised bid due date, shall be filed in writing with the Executive Director, not later than five (5) calendar days prior to the bid due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Staff shall respond to the protest with a written determination prior to the bid due date.

Protests based upon alleged improprieties that are not apparent or which could not have reasonably been discovered prior to the advertised bid due date or disputes over the staff recommendation for Contract award, shall be submitted in writing to the Executive Director, within five (5) days of postmark, faxed date, or other form of notification of the Authority's notice of Contract award recommendation. The protest must clearly specify in writing the grounds and

evidence on which the protest is based. The Executive Director will respond to the protest, in writing, at least three (3) days prior to the meeting at which staff's recommendation to the Authority's Board of Directors will be considered.

Should the Bidder decide to appeal the response of the Executive Director and pursue its protest at the Board meeting, it will notify the Executive Director of its intention at least two (2) days prior to the scheduled meeting.

18. TIME FOR EXECUTION OF CONTRACT AND FILING BOND

The Bidder to whom award is made shall execute a written Contract with the Authority on the Authority's form of Contract and furnish the other bond(s) as required within 10 days of receiving the form of Contract and bond(s) for execution from the Authority.

If the Bidder to whom award is made fails to enter into the Contract as provided and furnish the required bond(s), the award may be annulled. An award may, at the discretion of the Board, be made to the Bidder whose bid is next most acceptable in the opinion of the Board and such Bidder shall fulfill every condition in the Solicitation Documents and form of Contract as if it were the party to whom the first award was made.

19. DOCUMENTS DEEMED PART OF CONTRACT

The Notice Inviting Bids, General Conditions, Special Provisions, Bid Forms, Technical Specifications, Appendices, Exhibits, Drawings and Addenda, if any, will be deemed parts of the Contract.

20. MANNER OF EXECUTION OF CONTRACT

If the Contractor is an individual, the Contract shall be executed personally by the Contractor. If the Contractor is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief finance officer, treasurer, or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf. If the Contract is executed by a person other than an officer or by only one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a limited liability company (LLC), the Contract shall be executed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to the Authority indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

21. EFFECT OF EXTENSIONS OF TIME

Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment required under the Contract will not release Contractor or the surety from Contractor's Performance Security.

22. LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that TIME IS OF THE ESSENCE, and in the event of a delay in completion of the work or the delivery of the supplies, materials, or equipment beyond

the date set forth in the Contract Documents, or authorized extensions, damage will be sustained by the Authority, and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay. It is, therefore, agreed that the Authority shall be paid an amount as set forth in the Special Provisions as liquidated damages. If no amount is set forth, Contractor shall be liable for actual damages for each and every calendar day that performance of this Contract extends beyond the time herein specified, which sum or sums will be considered as liquidated damages in that the Authority will suffer by reason of delay or default.

23. DELIVERY

The Contractor shall prepare all equipment and materials for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in the course of delivery of the equipment and materials to the Authority's facilities. When necessary, heavy parts shall be mounted on skids or crated, and all parts or materials that might otherwise be lost shall be boxed or wired in bundles. All parts shall be plainly marked for identification and destination.

24. MATERIAL AND WORKMANSHIP

All materials, parts, and equipment furnished by the Contractor shall be new, high grade and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The Contractor shall establish and maintain quality assurance policies and procedures to ensure compliance with these specifications. The Contractor shall extend full access to the Authority to its manufacturing facilities during normal working hours so that the Authority can inspect and monitor the Contractor's compliance with its established quality assurance procedures and the Authority's Specifications.

Any materials or equipment not conforming to the requirement of these Solicitation Documents or found to be damaged or defective at the time of delivery shall be replaced by the Contractor without additional cost to the Authority.

If the Contractor fails to comply promptly with any order of the Executive Director to replace or repair damaged or defective materials, equipment or work, the Executive Director, upon written notice to the Contractor, has the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor.

Nothing in this section shall limit or restrict the provisions of the warranty of fitness as set forth in these General Conditions.

25. INSPECTION / ACCEPTANCE

Within 5 working days of delivery, the Authority shall inspect and test, to its own satisfaction, the materials delivered or work completed to ensure Contract compliance. In the event that the materials or work is in compliance with the Contract, the Authority shall accept the materials or work by processing the Contractor's invoice for payment in accordance with the procedures delineated in the Special Provisions.

If the Authority determines that there are any defects or deficiencies in the materials or work, the Authority will send a rejection letter outlining any defects or deficiencies. The Contractor shall rectify these defects or deficiencies within five days of postmark, faxed date, or other form of notification, unless the Authority approves otherwise in writing. If the Contractor fails or refuses to rectify these defects or deficiencies to the Authority's satisfaction, the Authority may arrange to procure new materials or correct the defective work at the Contractor's expense. The Authority may opt to deduct the amount for the new materials or corrective work from any amounts due to the Contractor under this Contract.

26. FINAL ACCEPTANCE

The Contractor will schedule a preliminary inspection with the Authority Facilities Contract Administrator when work is substantially complete. This inspection will assess the work based on the contract specifications and related data as previously accepted by the Authority. Punch list items will be clearly noted with copies provided for both parties. Within 5 days of the completion of the punch list work the Contractor will schedule a final inspection with the Authority Facilities Contract Administrator.

27. WARRANTY OF TITLE

The Contractor shall warrant to the Authority, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the Authority or to its successor or assigns, is free from all liens and encumbrances.

28. WARRANTY

The Contractor guarantees and warrants that all work performed and items supplied under this Contract shall (1) conform to the Technical Specifications and all other requirements of this Contract; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) perform satisfactorily **for a minimum of one year following final acceptance.**

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, the Authority does not waive any warranty, either express or implied, or any products liability of the Contractor as determined by any applicable decisions of a court of the State of California or of the United States.

29. APPROVAL BY THE EXECUTIVE DIRECTOR

The Authority reserves the right to direct and supervise the work under this Contract through its Executive Director or designee on whose inspection all work shall be accepted or condemned. The Executive Director shall have full power to reasonably reject or condemn any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Contract.

30. CONTRACTOR'S LIABILITY

The Contractor shall indemnify, keep and save harmless the Authority and its directors, officers, employees, and agents against all suits or claims that may be based on any injury to, or death of, any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employees. The Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom. If any judgment shall be rendered against the Authority in any such action, or if the Authority enters into a settlement to resolve the whole or a portion of such action, the Contractor shall at its own expense satisfy and discharge the same. Termination or expiration of the Contract shall not affect the Contractor's duty to indemnify, keep and save harmless for suits or claims accruing during the Contract period.

31. CONTRACTOR'S INTELLECTUAL PROPERTY LIABILITY

The Contractor represents and warrants that its performance under this Contract, and all work, materials and equipment used in its performance of this Contract, will not infringe or

misappropriate any intellectual property rights, such as patent, copyright, trademark or trade secret. In addition to the warranties and indemnities provided elsewhere in this Contract, the Contractor agrees that it will, at its own expense, indemnify, defend, and hold harmless the Authority and its directors, officers, employees, and agents against all demands, liabilities, damages, expenses, suits and proceedings that are based on any claim that the services, software, materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, or used in connection with the Contractor's work under this Contract, constitutes a violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties (including, without limitation, any trade secret, trademark, service mark, copyright, patent, process, method or device). If the institution or resolution of such a suit or proceeding requires the Authority to procure new non-infringing material or equipment, it may do so at the Contractor's expense. The Authority will give the Contractor prompt notice in writing of the institution of the suit or proceeding. At no cost to the Authority and without diminishing the Contractor's duty to defend, the Authority shall have the right to control, monitor through counsel of its choosing, and participate in the defense (including, without limitation, selection of counsel) of any such demand, suit, or proceeding concerning matters relating to the Authority, none of which may be settled without the Authority's consent, which shall not be unreasonably withheld. The Authority, in its sole discretion, may permit the Contractor, through Contractor's counsel, to defend the same, and will give the Contractor all needed information, assistance, and authority to enable the Contractor to do so. If any third party files a claim or lawsuit against the Authority that impacts the Authority's ownership or use of work performed or materials or equipment supplied under this Contract, or any material components of this Contract, the Authority in its sole discretion may terminate this Contract for Contractor default. This indemnification shall survive the termination or expiration of this Contract.

32. CHANGES IN CONTRACT WORK REQUESTED BY THE AUTHORITY

If the Contractor, on account of conditions developing during performance of the Contract, finds it impracticable to comply with the Contract Specifications and applies in writing for a modification of requirements, such change may only be authorized by the Authority in writing.

The Authority may make additions or deletions at any time, by written supplement to the Agreement, within the Scope of Work and Services described in these Solicitation Documents. It is understood, however, that the amount of work, materials, or equipment required by the Contract may not be so increased or diminished as to substantially alter the general character or extent of the Contract.

The Executive Director, or his/her designee, will further authorize the Contractor to perform such additional work and furnish such additional materials or equipment at the Contractor's catalog prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges, less customary discount, or both. In the event that there are no such catalog prices or regular labor charges applicable to the change in the Contract work, the prices or charges shall be established by mutual agreement between the Authority and the Contractor.

If additional work, materials or equipment not mentioned, specified, indicated or otherwise provided for in the Solicitation Documents are requested by the Authority, the Contractor shall, if ordered by the Executive Director, or designee, undertake the performance of such additional work or the furnishing of such additional materials or equipment. The amount to be paid to the Contractor shall be increased in an amount which the Executive Director, or designee, and the Contractor shall determine and mutually agree to be the reasonable value of such additional work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract, or in the Specifications forming a part of the Contract, shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the Executive

Director, or his/her designee, omit the performance of such work and the furnishing of such materials or equipment. There shall be deducted from the amount to be paid to the Contractor the amount which the Executive Director, and his/her designee, and the Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment and such determination and agreement shall be final and conclusive upon the Contractor.

33. CHANGES TO CONTRACT WORK REQUESTED BY THE CONTRACTOR

If the Contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Work or Services, or identifies any Authority conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that the Contractor regards as a change to the contract terms and conditions that may result in an adjustment in the amount of compensation specified herein, the Contractor shall so advise the Authority immediately upon notice of such condition, contingency or Authority conduct. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation.

In any event, such notification shall be made to the Executive Director, or designee, in writing and within not more than 10 calendar days from the date the Contractor encounters the unanticipated condition or contingencies, or identifies Authority conduct that would warrant a change to the Contract. This notice shall be given to the Authority prior to the time that Contractor performs any work or services or provides any item(s) related to the proposed adjustment in compensation. Failure to provide written notice and receive Authority approval for extra work, services, or item(s), prior to performing extra work, services or furnishing an item or items may, at the Authority's sole discretion, result in nonpayment of the invoices for the extra work, services, or item(s). The changes and negotiated equitable adjustment shall be expressed in a written modification to the Agreement, prior to implementation of such changes.

34. EFFECT OF FAILURE TO COMPLETE CONTRACT

In case of failure on the part of the Contractor to complete this Contract within the specified time or within authorized extensions, the Authority may terminate the Contract and refuse to pay the Contractor or allow any further compensation for any labor, supplies, or materials furnished by it under the Contract. The Authority may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its surety, when applicable, shall be liable to the Authority for any and all losses or damages which the Authority may suffer on account of the Contractor's failure to complete the Contract within such time.

35. ASSIGNMENT AND DELEGATION

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Executive Director.

36. SUBCONTRACTING

The Authority reserves the right to approve any subcontractor that is used under this Contract. Contractor will be solely responsible for reimbursing any subcontractors and the Authority will have no obligation to them. The Contractor shall give its attention to, and be responsible for, the fulfillment of all terms of the Contract, and shall keep all Contract work under its control. Nothing in the Contract shall create any contractual relationship between the Authority and any subcontractor. The Contractor is fully responsible to the Authority for the acts and omissions of its subcontractors and persons either directly or indirectly employed by its subcontractors, just as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall not, without the prior written consent of the Executive Director, substitute any subcontractor in place of any previously-approved subcontractor. When a portion of the work which has been subcontracted by the Contractor is not being performed in a manner satisfactory to the Authority, the subcontractor shall be removed immediately upon the request of the Authority, and shall not be employed for any future work under the Contract.

37. TERMINATION OF CONTRACT

The Authority may terminate this Contract at any time by giving the Contractor thirty (30) calendar days' written notice. Notice of termination shall be sent by certified mail. Upon termination, the Authority shall pay the Contractor its allowable costs incurred to the date of termination and those costs deemed necessary by the Authority to effect termination.

In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from the Authority cure such breach or violation, the Authority may immediately terminate this Contract and shall pay the Contractor only its allowable costs to the date of termination. If the Contractor does cure the breach or violation, any subsequent breach or violation of any kind may be cause for immediate termination without notice.

38. ENVIRONMENTAL, SAFETY AND HEALTH STANDARDS COMPLIANCE

The Contractor shall comply with applicable environmental statutes, regulations, and guidelines in performing the work under this Contract. The Contractor shall also comply with applicable Occupational Safety and Health Administration (OSHA) standards, regulations, and guidelines in performing the work under this Contract.

39. PERMITS AND INSPECTIONS

All Municipal, County, State and Federal laws, rules and regulations governing or related to any portion of this requirement are hereby incorporated into and made a part of these specifications. All permits, licenses and inspections required by Municipal, County and State authorities shall be obtained, maintained in force and paid for by the Contractor. Any tests required by such authorities shall be conducted in the presence of such authorities or their authorized representatives.

The Authority reserves the right to inspect the bidder's premises prior to Contract award or at any time during the Contract period. Requests by the Contractor for inspection of the Authority's facility will require a 24 hour advance notice to the Facility Contract Administrator.

40. HAZARDOUS CHEMICALS AND WASTES

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of its performance of this Contract. The Contractor shall immediately report any such release to the Authority's Project Manager, and Contractor shall be solely responsible for compliance with all applicable federal, State, and local laws and regulations regarding reporting of releases of hazardous chemical or substances to appropriate government agencies. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including without limit, payment of any fines or penalties levied against the Authority by any agency as a result of such release and shall hold harmless, indemnify, and defend the Authority from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and (2) any claim, cause of action, or administrative or judicial proceeding brought against the Authority, its directors, officers,

employees or agents, or for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the Authority.

If in the performance of the work outlined in these Solicitation Documents the Contractor uses hazardous chemicals or substances or creates any hazardous wastes, as defined in federal and State law, all such resulting hazardous wastes shall be properly handled, stored and disposed of according to federal, State, and local laws, at the expense of the Contractor. The Contractor shall dispose of any and all such hazardous wastes under its own EPA Identification Number via a licensed hazardous waste transporter, at an appropriately permitted disposal facility selected by Contractor. In no event shall the Authority be identified as the generator of any such wastes. The Contractor shall determine whether any wastes generated during the performance of the work is hazardous waste, and shall notify the Project Manager if Contractor generates any hazardous wastes, and the Authority reserves the right to a copy of the results of any tests conducted on the wastes and, at Authority's cost, to perform additional tests or examine those wastes prior to disposition. The Contractor shall hold harmless, indemnify, and defend the Authority from any claims arising from the disposal of such hazardous wastes regardless of the absence of negligence or other malfeasance by Contractor.

41. SAFETY REQUIREMENTS

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge to the Authority, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders, in an effort to ensure that work is done in a safe manner and that the safety and health of the employees and the people of local communities is safeguarded. Compliance with the provisions of this section by subcontractors shall be the responsibility of the Contractor. All installed materials, equipment and structures, without separate charge to the Authority, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such materials, equipment and structures, notwithstanding any omission in the Contract Documents related thereto or the indication of some other particular materials, equipment or structure.

Upon the failure of the Contractor to comply with any of the requirements of this section, the Project Manager shall have the authority, but not the duty, to stop any operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by the Contractor.

The Contractor shall, at all times, exercise reasonable precautions for the safety of persons engaged in the performance of the work under this Contract ("Work") and those persons and property in the surrounding areas, utilizing signs and barriers as needed.

The Contractor shall provide such equipment and facilities as are necessary or required, in case of accident, for first aid service to any person who may be injured in the progress of the Work and shall have standing arrangements for the removal and hospital treatment of any employee who may be injured or who may become ill.

The Contractor shall keep records of all accidents in a bound book, including in such records such data as may be required by the laws and regulations of the State of California.

The Contractor must promptly report in writing to the Authority all accidents whatsoever, arising out of or in conjunction with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the Authority.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the Authority, giving full details of the claim.

42. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Authority, a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise Program for contracts in accordance with federal regulations 49 CFR Part 26, issued by the U. S. Department of Transportation (U.S. DOT).

It is the policy of the Authority to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the Authority's construction, procurement and professional services activities. To this end, the Authority has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the Authority, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor shall cooperate with the Authority in meeting its commitments and objectives with regards to insuring non-discrimination in the award and administration of Authority contracts and shall use its best efforts to insure that barriers to participation of Disadvantaged Business Enterprises (DBE) do not exist. To better help the Authority record and encourage DBE participation, all Bidders must complete, sign, and submit with their Bid the DBE/Subcontractor forms included in the Bid Forms.

By submitting a Bid, a Bidder is deemed to have made the foregoing assurance and to be bound by its terms.

43. NON-DISCRIMINATION ASSURANCE – TITLE VI OF THE CIVIL RIGHTS ACT

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under the Contract. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the Authority deems appropriate.

44. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's Contract Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

45. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), commencing at 42 U.S.C. Section 12101; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended; 49 U.S.C. Sections 5312 and 5332; and implementing regulations, as may be amended.

46. TECHNICAL ASSISTANCE

The Contractor shall make available to the Authority, upon request, technical assistance for the purpose of assisting the Authority in resolving any problems that may arise in connections with the provision of any of the services called for under this Contract.

47. PROTECTION OF PROPERTY

The Contractor shall exercise every precaution to ensure that no injury or damage occurs to Authority property or any existing structure as a result of its operations. Should any existing structure be damaged by or through any of the Contractor's operations, such injury or damage shall be replaced or repaired immediately by the Contractor, at Contractor's sole cost, in a manner satisfactory to the Authority.

48. DISQUALIFICATION QUESTIONNAIRE

Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether such prospective Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation, and if so, to explain the circumstances.

A Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

All Bids shall be accompanied by an executed Disqualification Questionnaire as required by Public Contract Code Section 10162, on the form provided in the Bid Forms.

49. AUTHORITY'S WAIVER OF CONDITIONS

The waiver of any provision, term, or condition in these Solicitation Documents by the Authority on any particular occasion shall not constitute a general waiver of any other provision, term, or condition, nor a release from the Contractor's obligation to otherwise perform or observe any other provision, term, or condition of the Contract.

50. SEVERANCE

If any parts of the Solicitation Documents or Contract are declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

51. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

52. GOVERNING LAW

The Contract hereunder shall be governed by the laws of the State of California. The Contract must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all rules and regulations of the Authority.

53. RIGHTS AND REMEDIES OF THE AUTHORITY

The rights and remedies of the Authority provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

SPECIAL PROVISIONS

1. SCOPE OF CONTRACT

It is the intent of the Authority to award a Contract for the furnishing and installation of a backup generator at Doolan Tower, in accordance with these specifications and as more particularly described in the Technical Specifications which are included herewith.

2. SCHEDULE OF ACTIVITIES

Listed below is the "Schedule of Activities" which outlines pertinent dates of which bidders should make themselves aware:

- A. Pre-Bid Conference and walk through (Optional) – **11:00 AM on November 16, 2022**. Please reference Special Provision 3.
- B. Request for Clarification/Interpretation and Requests for Approved Equals **must be in writing and received by 11:00 AM on November 23, 2022**. Please reference Special Provisions 5 and 6.
- C. Authority's Response to Requests for Clarification/Interpretation and Requests for Approved Equals will be posted on the Authority's website at www.wheelsbus.com by **December 8, 2022**. Please reference Special Provisions 5 and 6.
- D. Bid Opening – **11:00 AM on December 21, 2022**. Please reference Special Provision 9.

3. PRE-BID CONFERENCE

An optional Pre-Bid Conference will be held beginning at **11:00 AM on November 16, 2022**, at the LAVTA Administrative Offices, 1362 Rutan Court, Suite 100, Livermore, CA 94551. At this Conference, members of the Authority's staff will be available to answer questions pertaining to the Contract Documents and Specifications. The Conference should take approximately one-hour. Attendance is optional and a job walk is available to Bidders to allow an opportunity to visit the job site and take measurements.

4. QUALIFICATION OF BIDDERS

The Authority may reject the bid of any bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a Bidder must, at the time of the bid opening:

- A. be a person or firm having the capabilities of performing the scope of work and securing specialty subcontractors who are properly licensed to perform the specialty work required for the types of services shown in the technical specifications; and
- B. have the equipment, materials, tools and labor force capable of performing the work within the required time frame; and
- C. be properly licensed in accordance with the laws of the State of California. **BIDDERS MUST POSSESS A VALID CLASS C-10 CONTRACTOR'S LICENSE** and shall maintain said license during the entire term of the Contract. Bidder must include its valid Class C-10 license number and expiration dates on the Bid Forms. All subcontractors performing on the contract shall be properly licensed by the State of California to perform specialized trades.

Each bidder shall submit the form entitled "List of References" with its Bid Forms, which is a list of five (5) firms for which it provides or has provided comparable services within the past two years.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

No Contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 at the time of bid.

This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post Site notices, as prescribed by Title 8 California Code of Regulations Section 16451(d). The Contractor and all subcontractors shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

5. QUESTIONS AND REQUESTS FOR CLARIFICATION

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision of these Contract Documents, they shall submit a written request to the named Contract Officer at the address set forth in Special Provision 13, for an interpretation or clarification no later than **11:00 AM, November 23, 2022**. Prospective bidders may also submit written requests to the named Contract Officer by email to: procurements@lavta.org. The Authority will respond to such requests by December 8, 2022, by posting responses on the Authority's website at www.wheelsbus.com.

Any interpretation, change, or correction of these Contract Documents will be made by written Addendum that will be posted to the Authority's website. Upon such posting, such Addendum will become a part of the Contract Documents and binding on all bidders. The receipt of the Addendum by the bidder shall be acknowledged and so noted in the space provided for on the Bid Form. Oral explanations or instructions will not be binding on the Authority.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications shall govern over those included in the General Conditions.

6. APPROVED EQUAL PROCEDURES

- A. Prospective Bidders may discuss these specifications with the Authority's Contract Officer. This, however, will not relieve Bidders from the procedure of submitting written documented requests as required by Paragraph B below.
- B. Requests for Approved Equals must be received by the Authority, in writing, no later than **11:00 AM, November 23, 2022**. No such requests will be considered by the Authority if received after this date. Any request for an Approved Equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal. All requests for Approved Equals shall be addressed to the Contract Officer, Contracts and Procurement at the address set forth in Special Provision 13.

To be considered, all requests for approved equals must be in writing, separately identified and delineated for each Technical Specification, Special Provision, or other item, and must be submitted on the Request for Approved Equals Form included in these Solicitation Documents.

A “denial” response from the Authority on a properly submitted written approved equals request or, in the absence of written requests for approved equals per the requirements and in the form set forth above, such submission or lack of submission thereof shall constitute a Bidder’s acknowledgment and acceptance of all terms, conditions, specifications, and provisions contained in this solicitation.

- C. The Authority’s reply to requests received pursuant to Paragraph B above will be posted on the Authority’s website at www.wheelsbus.com on **December 8, 2022**.

7. PERFORMANCE OF WORK

Contractor shall commence work only upon the Authority’s issuance of a written Notice to Proceed, and shall continue until project acceptance, unless terminated sooner pursuant to Special Provision 25.

8. BIDDER’S SECURITY

Each bidder shall submit with its bid a Bidder’s Security in the amount of at least ten percent (10%) of the total amount of the bid in a form satisfactory to the Authority, and as more particularly specified in Section 7 of the General Conditions.

9. MARKING AND MAILING BIDS

All bids must be received by the Authority’s Contracts & Procurement Department by **11:00 AM December 21, 2022**, at which time they will be opened and read.

The envelope shall be clearly marked with the bid number and shall also include the name and address of the bidder. The bid submittal shall be mailed or personally delivered to:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attention: Tamara Edwards, Director of Finance

BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE RETURNED UNOPENED.

10. AWARD OF CONTRACT OR REJECTION OF BIDS

With regard to Section 16 of the General Conditions, the award of Contract, if any, will be made within one hundred and twenty 120 calendar days after bid opening to the lowest responsive, responsible bidder. No bidder may withdraw its bid during said time period of 120 days.

Each bidder must submit a price quotation for the Grand Total Bid Price on the Bid Form. The determination of award will be made based on the lowest, responsive and responsible bid based upon a comparison of the Grand Total Bid Price as indicated on the Bid Form.. Notification of award of Contract shall be made in writing to all bidders.

The Authority reserves the right to accept or reject any and all bids, or any items thereof; or to waive any informality or irregularity in the bids or in the bidding procedures.

11. CONTRACT BONDS

A. PERFORMANCE BOND

The bidder to whom the Contract is awarded shall furnish a **Performance Bond**, in an amount not less than 100 percent of the Grand Total Bid price, to guarantee performance of the contract.

The Performance Bond shall be on the forms bound herewith and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to Authority.

B. PAYMENT BOND

The bidder to whom the Contract is awarded shall furnish a **Payment Bond**, in an amount not less than 100 percent of the Grand Total Bid price, to secure payment of all persons supplying labor or materials for the construction of the work. Should the actual contract value exceed the Grand Total Bid Price during the contract term, the Payment Bond shall be increased in an amount not less than 100% of the increased value.

The Payment Bond shall be on the forms bound herewith and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to Authority.

All alterations, extensions of time, extra and additional work and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the Payment Bond.

12. INSURANCE

The insurance requirements specified in this section shall apply to Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from the Authority. Prior to beginning work under this contract, Contractor shall provide the Authority with satisfactory evidence of compliance with the insurance requirements of this section.

A. Minimum Types and Scope of Insurance

- 1) Workers' Compensation and Employers' Liability Insurance
 - a) Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.

- b) Employer's Liability coverage with minimum limits of \$1 million.
- c) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

2) Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Contractor's operations both at and away from the project site.

- a) This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Contractual liability.
- Personal injury.
- Advertising injury.
- Explosion, collapse, and underground coverage (xcu).
- Broad form property damage.

- b) Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Cross Liability or Severability of Interests Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3) Business Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a) This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.

- Hired or rental vehicles.
- b) Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.
- 4) Property Insurance

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a) This insurance shall include coverage for, but not be limited to:
 - Contractor's own business personal property and equipment to be used in performance of this Agreement.
 - The Authority's interest in materials or property to be installed, if any.
 - Debris removal.
 - Builders risk for property in the course of construction.
- b) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

B. ENDORSEMENTS

1) Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2) Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3) Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority.

4) Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect Authority's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

All Coverages

Prior to commencing work or entering onto the Property, Contractor shall provide the Director, Contracts and Procurement of the Authority with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the Authority's Executive Director.

D. GENERAL PROVISIONS

1) Notice of Cancellation

The policies shall provide that the Contractors' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the Authority's Executive Director.

2) Acceptable Insurers

All policies will be issued by insurers acceptable to the Authority (generally with a Best's Rating of A- 10 or better).

3) Self-insurance

Upon evidence of financial capacity satisfactory to the Authority and Contractor's agreement to waive subrogation against the Authority respecting any and all claims that may arise, Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4) Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Contractor's personnel and equipment have been removed from the Authority property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5) Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a) Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b) Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c) If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6) Deductibles and Retentions

Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from the Authority.

13. SUBMITTALS

Within 10 days of the issuance of the NTP, and prior to any fabrication or other performance, the Contractor will present to the Authority's Senior Fleet and Technology Management Specialist, a work schedule and a summary of materials to be used in the performance of this project.

14. TIME AND SCHEDULE FOR PERFORMANCE

Contract personnel will be allowed at the work site only during Authority working hours (Monday through Friday, 7:00 AM thru 5:00 PM, Federal holidays excluded), unless otherwise authorized by the Authority Procurement Officer. Liquidated Damages may be applied to any date missed below. The work schedule will be as follows, with "days" meaning **calendar** days:

NTP	NTP issue date
NTP + 50 days	Work to be substantially completed, inspected, punch list finalized
NTP + 60 days	Work to be completed, inspected and approved

15. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT. In accordance with General Condition 22, and pursuant to Government Code Section 53069.85, the Contractor shall pay to the Authority the sum of Two Hundred Dollars (\$200) per day for each and every calendar day that the Contractor fails to meet the schedule as specified in Special Provision 14.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in Special Provision 14 for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the Authority to be beyond the reasonable control of the Contractor, provided Contractor notifies the Authority's Senior Fleet and Technology Management Specialist in writing of the causes of delay within five (5) calendar days from the beginning of any such delay. The Authority's Senior Fleet and Technology Management Specialist shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control. The Contractor shall not be liable for any loss, damage, or delay as herein provided that is due to any cause beyond the Contractor's reasonable control.

16. PAYMENT AND INVOICING INSTRUCTIONS

The Authority will make a single lump sum payment to the Contractor, which shall include full compensation for furnishing all of the labor, tools, equipment, and incidentals necessary to complete the work. No additional compensation will be allowed without the prior authorization from the Authority's Executive Director. The Authority will inspect all work prior to payment. Payment will be made at the lump sum Grand Total Bid Price amount included on contractor's bid form.

After Final Acceptance of the work the Contractor shall thereupon furnish to the Authority satisfactory evidence that all liens, claims and demands of subcontractors, laborers and materialmen, arising out of such work, are fully satisfied, and that all of the work is fully released from all liens, claims and demands of whatever kind and nature and whether just or otherwise. The Authority shall thereupon record a notice of completion and Contractor may invoice the Authority for final payment. The Authority shall make payment to the Contractor within 30 days of receipt of proper statements or invoices for the completed work. If the Authority fails to make payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.

The acceptance by the Contractor of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the Authority of any and all claims of the Contractor and liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, neglect or default on the part of the Authority or any of its directors, officers, agents or employees excepting only a claims against the Authority for the amounts deducted or retained in accordance with the terms and provisions of this Contract by law.

Should the Contractor refuse to accept the final payment as tendered by the Authority, it shall constitute waiver of any right to interest thereon.

The Authority is exempt from the payment of Federal Excise and Transportation Taxes, so such taxes must not be included in proposed prices. Sales tax should not be included in the proposed prices and will not be considered for the purpose of the bid evaluation.

17. AUTHORITY LOCATION

The facility where the work is to be performed is:

3801 Doolan Road Livermore, CA

18. BID PACKAGE

Required documents that must be submitted **at the time of the bid opening** are:

- A. Bid Forms, Acknowledgment of Terms and Conditions and Schedule of Bid Prices, including proof of DIR registration (Notice; General Condition 2)
- B. Bidder's Bond, or Irrevocable Standby Letter of Credit, or Certified Cashier's Check (General Condition 7, Special Provision 8)
- C. List of References (Special Provision 4)
- D. Non-Collusion Declaration (General Condition 14)
- E. Disqualification Questionnaire (General Condition 48)
- F. Request for Approved Equals (General Condition 3)
- G. DBE Questionnaire (General Condition 42)
- H. Designation of Subcontractors and Sub-Bidders (General Condition 42)

Required documents that must be completed **by the successful bidder** are listed below:

- I. Agreement
- J. Performance Bond (Special Provision 11.A)
- K. Payment Bond (Special Provision 11.B)
- L. Certificate of Insurance (Special Provision 12.C)

Samples of the Agreement, Certificate of Insurance and Payment Bond and Performance Bond are attached hereto.

PUBLIC WORKS REQUIREMENTS

SECTION A. PUBLIC CONTRACT CODE

- 1. **RETENTION ON PROGRESS PAYMENTS**
- 2. **CLAIMS PROCEDURES**
- 3. **UTILITY RELOCATION**
- 4. **USE OF SUBCONTRACTORS**
- 5. **CONTRACTOR'S LICENSE REQUIREMENTS**
- 6. **NON-COLLUSION DECLARATION**
- 7. **EXCAVATION**
- 8. **TRENCH SAFETY**
- 9. **ANTITRUST CLAIM ASSIGNMENT**
- 10. **THIRD-PARTY CLAIMS**
- 11. **EXAMINATION AND AUDIT OF RECORDS**
- 12. **NOTICE OF TAXABLE POSSESSORY INTEREST**
- 13. **PAYMENT BOND**

SECTION B. LABOR CODE

- 1. **LABOR COMPLIANCE REQUIREMENTS**
- 2. **COORDINATION WITH FEDERAL AND CALIFORNIA PREVAILING WAGE LAWS**
- 3. **PROHIBITION AGAINST CONTRACTING WITH DEBARRED SUBCONTRACTORS**
- 4. **PAYMENT OF WORKERS' COMPENSATION**
- 5. **PERMITS, LICENSES, TRAINING**
- 6. **WAGE KICKBACKS AND WORKER REGISTRATION FEES PROHIBITED**
- 7. **PUBLIC WORKS REGISTRATION**

SECTION A. PUBLIC CONTRACT CODE

- 1. **RETENTION ON PROGRESS PAYMENTS.** From each invoice/billing statement, five percent (5%) will be deducted and held in retention by the Authority, the remainder less any deductions will be paid to the Contractor as progress payments, in accordance with Public Contract Code Sections 7201 and 9203, and the Agreement.

Upon the Contractor's request, the Authority will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the Authority or with a bank acceptable to the Authority, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Authority, upon the following conditions:

- (1) The Contractor shall bear the expenses of the Authority and the escrow agent in connection with the escrow deposit made.
- (2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- (3) The Contractor shall enter into an escrow agreement satisfactory to the Authority, which agreement shall be substantially similar to the form provided in California Public Contract Code Section 22300.
- (4) The Contractor shall obtain the written consent of the surety to such agreement.

2. **CLAIMS PROCEDURES.** Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than (a) 30 days after change order negotiations and procedures are complete as per General Conditions Sections 32 (Changes in Contract Work Requested by Authority) and 33 (Changes to Contract Work Requested by the Contractor) or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Authority; (b) payment by the Authority of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to this Agreement and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the Authority.

The Contractor must furnish reasonable documentation to support the claim, including but not limited to: (1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Agreement upon which the claim is based; (2) a statement as to the amount of time and/or compensation sought pursuant to the claim; (3) whether the Contractor's claim arises from an ongoing occurrence, and if so, a description of the specific work activities affected by the claim; (4) a time impact analysis in the event that the Contractor requests a time extension; (5) full and complete cost records supporting the amount of any claim for additional compensation; and (6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The Authority reserves the right to request additional documentation or clarification of the documentation provided.

Upon receipt of a claim, the Authority will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The Authority and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the Authority must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the Authority's written statement, or if the Authority fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The Authority will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the Authority will provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim will be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute will be subject to applicable procedures set forth below.

The Authority's failure to respond to a claim within the time periods described above will result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner will bear interest at 7 percent (7%) per year.

In the event that the mediation is unsuccessful, the Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action. In any civil action filed to resolve claims, the court will submit the matter to non-binding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after non-binding mediation, the court will submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the Authority or the Contractor may request a trial de novo.

3. **UTILITY RELOCATION.** Pursuant to California Government Code Section 4215, if during the course of the Agreement, the Contractor encounters utility installations which are not shown or indicated in the Agreement plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the worksite, then the Contractor must promptly notify the Authority in writing. Where necessary for the performance of the Agreement, the Authority will amend the Agreement to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. At any time, if the Contractor fails to give the notice specified above and thereafter acts without instructions from the Authority, then the Contractor will be liable for any or all damage to such utilities or other work of the Agreement which arises from the Contractor's operations subsequent to the discovery, and the Contractor will repair and make good such damage at its own cost.
4. **USE OF SUBCONTRACTORS.** The Contractor will not subcontract any work to be performed by it under this Agreement without the prior written approval of the Authority. The Contractor will be solely responsible for reimbursing any subcontractors and the Authority will have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Agreement. Each contractor must list the name, business address, California contractor license number and public works contractor registration number issued in accordance with Labor Code Section 1725.5 of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Grand Total Bid Price, along with a description of the portion of the Work which will be done by each subcontractor, by executing the "List of Subcontractors" form.
5. **CONTRACTOR'S LICENSE REQUIREMENTS.** The Contractor and any approved subcontractors must hold such current and valid Contractor's Licenses as required by California Law.

6. **NON-COLLUSION DECLARATION.** Pursuant to Public Contract Code section 7106, the Contractor must execute a Non-Collusion Declaration, in a form provided by the Authority in the Bids Forms.
7. **EXCAVATION.** In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor must notify the Authority promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The Contractor must notify the Authority of such conditions prior to disturbing them and must await direction from the Authority as to how to proceed.
8. **TRENCH SAFETY.** Excavation for any trench 5 feet or more in depth will not begin until the Contractor has received approval from the Authority of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least 5 days before the Contractor intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.
9. **ANTITRUST CLAIM ASSIGNMENT.** In entering into an Agreement or a subcontract to supply goods, services, or materials pursuant to this Agreement, the Contractor or subcontractor offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement or a subcontract. This assignment will be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
10. **THIRD-PARTY CLAIMS.** Pursuant to Public Contract Code Section 9201, the Authority will have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. The Authority will provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the Agreement. Notice will be in writing and will be provided within thirty (30) days. The Authority will be entitled to recover its reasonable costs incurred in providing the notification.
11. **EXAMINATION AND AUDIT OF RECORDS.** Pursuant to Government Code Section 8546.7, the Contractor must retain all project-related records for a period of 3 years after final payment on this Agreement, which will be subject to audit or inspection by the Authority or the State Auditor during this period. Separate and apart from the obligations under Section 8546.7, the Authority will have the right to audit project records at the Authority discretion under the following circumstances: (a) submission of a Public Records Act request regarding the project; (b) inability to resolve a disputed Agreement change order; or (c) submission of a construction claim.
12. **NOTICE OF TAXABLE POSSESSORY INTEREST.** In accordance with Revenue and Taxation Code Section 107.6, this Agreement may create a possessory interest subject to personal property taxation for which the Contractor will be responsible.

13. **PAYMENT BOND.** For all Agreements over \$25,000, the successful Contractor must provide a payment bond in the amount equal to one hundred percent (100%) of the Grand Total Bid Price of the Agreement and issued by a California admitted surety. The payment bond will provide the Authority with security for the Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Agreement. Full compensation for furnishing the payment bond is included in the Grand Total Bid Price. The Payment Bond form is included in the Bid Forms.

SECTION B. LABOR CODE

1. **LABOR COMPLIANCE REQUIREMENTS.** In the performance of this Agreement, the Contractor's attention is directed to the following requirements of the Labor Code.

- A. **Hours of Labor.** Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Authority, \$25 for each worker employed in the performance of the Contract by the Contractor or by any subcontractor under it for each calendar day during which such 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 the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.
- B. **Prevailing Wages.** The Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to the Authority an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at the Authority and are available for review upon request. Pursuant to §1773.2 of the Labor Code, the Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

If a worker employed by a subcontractor on a Public Works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor of the project is not liable for the penalties described above unless the Contractor had knowledge of that failure of

the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

- (1) The Contract executed between the Contractor and the subcontractor for the performance of work on Public Works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
- (2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
- (3) Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the Public Works project.
- (4) Prior to making final payment to the subcontractor for work performed on the Public Works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the Public Works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a Public Works project within fifteen (15) days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that Public Works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Authority did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of money due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within one hundred eighty (180) days of the filing of a valid notice of completion or acceptance of the Public Works project, whichever occurs later, the Contractor shall pay all monies retained from the subcontractor to the Authority. These monies shall be retained by the Authority pending the final decision of an enforcement action.

- C. Payroll Records. The Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4. In addition to submitting certified payroll to the California Labor commissioner, the Contractor shall submit certified payroll to the Authority once per week.

The Contractor shall be responsible for managing and certifying all lower tier subcontractors certified payroll submittals.

Upon request by the Authority, the Contractor shall be required to submit paper copies of certified payrolls and other required labor compliance documents.

The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its subcontractors.

- (1) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (2) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the Authority, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Authority, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- (3) Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code Section 1771.4(3)(b), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- (4) The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- (5) Any copy of records made available for inspection as copies and furnished upon request to the public or the Authority, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.

- (6) The Contractor shall inform the Authority of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - (7) In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or the Authority, forfeit One-Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
 - (8) The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.
- D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that the Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code. The Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- E. Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment of apprentices.
2. **COORDINATION WITH FEDERAL AND CALIFORNIA PREVAILING WAGE LAWS.** When both Federal and California Prevailing Wage Laws apply to the Agreement, the Contractor and any subcontractor shall pay their workers the higher of the two prevailing wage rates. To the extent that contract provisions required by Federal and State law are inconsistent, the Contractor is responsible for complying with the more comprehensive or stricter requirements. The Contractor and all subcontractors shall insert this clause in any lower-tier contract. Federal prevailing wage rate, if applicable, are contained in a separate section.
 3. **PROHIBITION AGAINST CONTRACTING WITH DEBARRED SUBCONTRACTORS.** The Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 4. **PAYMENT OF WORKERS' COMPENSATION.** By executing this Agreement, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."
 5. **PERMITS, LICENSES, TRAINING.** The Contractor shall procure all permits, licenses, certifications, and training (including OSHA permits pursuant to Labor Code Section 6500), pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Environmental Quality Act (Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work. The Contractor shall comply with permits obtained by the Authority, if any, for the work.

For all work to be performed on surfaces coated with any detectable level of lead, and to the extent applicable, the Contractor must comply with Cal/OSHA Construction Safety Orders, Lead, Section 1532.1; California Code of Regulations, Titles 8 and 17; and the EPA's Lead-Based Paint Renovation, Repair and Painting (RRP) Rule. To the extent applicable, the Contractor, and any subcontractors, must ensure workers possess all required California Department of Public Health certifications in accordance with California Code of Regulations, Title 17, Section 35001 et seq. and California Code of Regulations, Title 8, Section 1532.1.

6. **WAGE KICKBACKS AND WORKER REGISTRATION FEES PROHIBITED.** The Contractor and subcontractors at any tier shall comply with Labor Code sections 1778 through 1779. The Contractor and subcontractors shall not take, receive, or conspire with another to take or receive, for their own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with this Agreement. The Contractor and subcontractors shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person to work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

7. **PUBLIC WORKS REGISTRATION.** The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

TECHNICAL SPECIFICATIONS

LAVTA Doolan Tower Backup Generator - Technical Specifications

The Technical Specifications consist of the 2018 California Department of Transportation (Caltrans) Standard Specifications, as revised by the latest 2018 Caltrans Revised Standard Specifications, and as modified below, and the City of Livermore Standard Specifications and Details.

The 2018 Caltrans Standard Specifications and Revised Standard Specifications can be downloaded at: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

The work embraced herein shall be done in accordance with the Contract Documents: the bid book, these Technical Specifications, the project plans, the Caltrans Standard Specifications dated 2018 (as revised) and Standard Plans dated 2018, and the City of Livermore Standard Specifications and Details (available at <https://www.livermoreca.gov/departments/community-development/engineering/standard-specifications-details>).

Each amended technical specification below begins with the specific section in the 2018 Caltrans Standard Specifications and includes a revision clause that describes or introduces a revision to the Standard Specifications. A reference to a Standard Specification heading is only made when modifying the section and is not a comprehensive listing of the sections which apply to the project. All sections apply to the project. Sections of the 2018 Caltrans Standard Specifications and Revised Standard Specifications, that are not deleted, added, or modified by these technical specifications remain as written. Any modification to a section does not change the rest of the section. Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications for any other reference to a paragraph of the Standard Specifications. The City of Livermore Standard Specifications and Details are not modified below and remain as written.

Any reference to the State shall be interpreted to mean LAVTA. Any reference to a State Agency officer shall be interpreted as if the corresponding LAVTA agency officer acting under this contract were so specified.

Any reference to contact information for the State shall be interpreted as if the corresponding LAVTA contact information were so specified. Should there be any question as to what the corresponding information would be, contact LAVTA for determination.

The General Conditions and Special Provisions take precedence over any conflicting language in the Technical Specifications.

- Propane tank mounting system

Wherever testing is required, it shall be performed by a Contractor-hired testing agency unless specifically specified as performed by Owner-hired testing agency.

1. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names agency contacts.
 2. Submit evidence that testing agency complies with the recommended requirements of ASTM E329. Testing agency shall be acceptable to the Owner and permitting agency.
- B. The independent firm shall perform tests, inspections and other services specified in individual specification sections and as required by the Engineer and jurisdictional authority.
- C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the Engineer or the Owner.
- D. Four copies of reports shall be submitted by the independent firm to the Engineer, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents. Copies of reports shall be wet stamped by authorized representative of testing agency.
- E. Testing and employment of testing agency or laboratory shall not relieve Contractor of the obligation to perform Work in accordance with requirements of Contract Documents.
- F. Notify the Engineer or notify the Engineer and permitting agency, if applicable, prior to each scheduled test.
- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer.
- H. Testing Agency Responsibilities:
1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests required by Engineer.
 7. Attend pre-construction meetings and progress meetings.
- I. Testing Agency Reports: After each test, promptly submit copies of the report to the

2. Total size, in inches (length, width, height)

Add to **section 86-1.02B(1)** of the RSS:

Conduits connecting to foundations shall be Type 1. All other conduit shall be Type 3.

Replace paragraph 4 of **section 86-1.02C(1)** of the RSS with:

Pull boxes within this project shall be marked with "ELECTRICAL" on pull box lid.

Add **section 86-2.01A**:

Section 86-2.01A Generator

A standby generator system shall be provided. The generator shall be propane powered and air cooled.

In the event of a failure to supply voltage from the utility company, the standby generator must start automatically and transfer the system load upon reaching the operating voltage.

The system must have enough fuel storage to be operated for a minimum of 48 hours unattended.

The generator must have an automatic transfer switch.

The generator must:

1. Be 120/240V, 14kW minimum, continuous duty type
2. Be powered by liquid propane gas
3. Be equipped to provide automatic start-stop operation
4. Be a maximum of 30"H x 26" W x 48" D
5. Have a maximum of 30 millisecond transfer time

Section 86-2.01A(1) Factory Testing

Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

1. Verifying all safety shutdowns are functioning properly.
2. Single step load pick-up per NFPA 110 for Level 1 systems.
3. Transient and voltage dip responses and steady state voltage and speed (frequency) checks.
4. Test completed unit under full load for 4 hours before shipment.

Section 86-2.01A(2) Startup and Checkout

The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to checkout the completed installation and to perform an initial startup inspection and testing to include:

1. Ensuring the engine starts (both hot and cold) within the specified time.
2. Verification that all engine and control parameters are within the specifications.
3. Set no load frequency and voltage.
4. Test all automatic shutdowns of the engine-generator.

A load test shall be performed of the electric plant, ensuring full load frequency and voltage are within specification. Furnish load bank, test at ½ load for 1 hour and full load for two hours.

Add **section 86-2.01B:**

Section 86-2.01B Automatic Transfer Switch

An automatic transfer switch must provide the following functions:

1. Line voltage monitoring in the event of a power outage that signals the generator to start.
2. Engine start delay, adjustable between 2-6 seconds, to prevent starting if the power outage is only momentary
3. Engine cool down timer of 60 seconds minimum.
4. Transfer delay of 15 seconds
5. Load-No Load switch to allow a test with or without load
6. Normal-Test switch that will start and run the generator in the test position

The automatic transfer switch must be:

1. Rated at 100A for 120/240V
2. Single phase
3. Compatible with the generator furnished

The switch must have a mechanical interlock to prevent an application of power to the load from both sources and to prevent backfeeding from the generator to the line.

Add **section 86-2.01C:**

Section 86-2.01C Propane Tank

A propane tank system shall be provided to fuel the generator system. Included as part of the propane tank bid item shall be the liquid propane gas hose, high pressure regulator, manual shutoff valve and low pressure regulator. Refer to plans for details.

The system must have enough fuel storage to operate the generator for a minimum of 48 hours unattended.

The system shall consist of mounted propane tanks while in use but the tanks shall be removable for refilling. The contractor shall provide drawings showing the details of the mounting system.

The system must have an automatic switchover valve.

The individual tanks shall:

1. Have a capacity of a maximum of 100-lb

Add **section 86-2.01D:**

Section 86-2.01D Automatic Switchover Valve

An automatic switchover valve shall be provided with the propane tank system.

The automatic switchover valve must:

1. Automatically switch over to a second tank once the first runs out
2. Allow removal of empty tank(s) for refill without interrupting propane supply
3. Be rated for a minimum of 150,000 BTU

Add section 86-2.04:

Payment for Electrical Work is included in the following bid items:

FURNISH AND INSTALL PROPANE TANK AND MOUNTING EQUIPMENT
FURNISH AND INSTALL PROPANE TANK AUTOMATIC SWITCHOVER VALVE
FURNISH AND INSTALL STANDBY GENERATOR AND MOUNTING EQUIPMENT
FURNISH AND INSTALL GENERATOR AUTOMATIC TRANSFER SWITCH; and
FURNISH AND INSTALL No. 5 PULL BOX.

Payment for Electrical Work shall be paid per lineal foot for the following bid items

FURNISH AND INSTALL 2" CONDUIT; and
FURNISH AND INSTALL 3" CONDUIT

Payment for Electrical Work shall be paid as lump sum for the following bid item

FURNISH AND INSTALL CONDUCTORS.

BID FORMS

The Contractor shall furnish as part of this bid all of the information requested on the form. Failure to provide a price quotation on all items shown on the Bid Form may result in rejection of the bid.

Pursuant to the Notice Inviting Bids, the undersigned Bidder submits a bid on the attached Bid Forms and binds itself on award by the Livermore Amador Valley Transit Authority (LAVTA) under this bid to execute a Contract in accordance with its bid, the Contract Documents attached hereto and entitled "**DOOLAN TOWER BACKUP GENERATOR, 2022-01,**" and to furnish the Bonds required by the Contract Documents. The components of the Contract Documents, namely, Notice Inviting Bids, General Conditions, Special Provisions, Technical Specifications, Bid Forms, Addenda, if any, and drawings, are made a part of this bid and all provisions contained therein are hereby accepted and all representations and warranties required thereby are hereby affirmed.

The bid prices below **exclude** any and all Federal taxes, and **exclude** California State sales tax or use taxes for Alameda County and applicable import duties, if any.

In addition, the bid prices below include all costs for labor, materials, tolls, equipment, services, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Specifications. The bidder shall itemize the lump sum price to perform this work on this Bid Form and enter the Grand Total Bid Price at the bottom of Page 1 below.

COMPANY NAME: _____

having examined the Contract Documents referred to hereinabove and all conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and other services, including all costs and expenses associated herewith, which are necessary for completion of the work for:

**DOOLAN TOWER BACKUP GENERATOR
2022-01**

The undersigned Bidder acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

ADDENDA NOs: (if none, so state): _____

GRAND TOTAL BID PRICE

Our price to perform the work required by this IFB is the lump sum Grand Total Bid Price below, which includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/ subconsultant costs and all other costs and expenses:

_____ dollars, \$ _____.

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Signing in the space below certifies that the subject Bidder has read, understood and will comply with all terms and conditions set forth in the General Conditions, Special Provisions and Technical Specifications of this Contract and that the signatory(ies) are authorized to execute and bind the Company to all terms and conditions of the Contract Documents.

Name of Business Organization

Street Address

City

State

Zip Code

Type of Organization (Sole Owner, Partnership, Corporation*, etc.)

Signature

Title

Printed Name

Date

Signature*

Title

Printed Name

Date

() _____
Area Code Telephone Number

() _____
Area Code Facsimile Number

Contractor's License No.

License Classification

Expiration Date

Contractor's DIR Registration No.*

Expiration Date

***NOTE: BIDDERS MUST SUBMIT PROOF OF DIR REGISTRATION WITH THEIR BID**

Are you registered with the California Board of Equalization? **YES**** _____ **No** _____

**If yes, please attach a copy of your registration.

***NOTE: If the Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President or Vice President; and, (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's by-laws)**

Item	Description	Unit	Unit Price	Quantity	Amount
1	MOBILIZATION (12% Construction Items 2-14)	LS		1	
2	REMOVE AND SALVAGE EXISTING EQUIPMENT AND FOUNDATION	LS		1	
3	REMOVE AND SALVAGE EXISTING FENCE	LF		12	
4	FURNISH AND INSTALL CONCRETE PAD	SF		60	
5	FURNISH AND INSTALL PROPANE TANK AND MOUNTING EQUIPMENT	EA		6	
6	FURNISH AND INSTALL 2" CONDUIT	LF		15	
7	FURNISH AND INSTALL 3" CONDUIT	LF		15	
8	FURNISH AND INSTALL PROPANE TANK AUTOMATIC SWITCHOVER VALVE	EA		1	
9	MODIFICATIONS TO EXISTING SERVICE CABINET	LS		1	
10	FURNISH AND INSTALL CONDUCTORS	LS		1	
11	FURNISH AND INSTALL GENERATOR AUTOMATIC TRANSFER SWITCH	EA		1	
12	FURNISH AND INSTALL STANDBY GENERATOR AND MOUNTING EQUIPMENT	EA		1	
13	FURNISH AND INSTALL No. 5 PULL BOX	EA		3	
14	FURNISH AND INSTALL GROUND ROD	EA		1	
GRAND TOTAL BID PRICE					\$

NOTE: This contract will be awarded on the basis of the Grand Total Bid Price as shown on Page 1 of the Bid Forms.

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that **will** perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent (.5%) of the total amount of Bidder's proposal. Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	DIR REGISTRATION NUMBER	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
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BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as BIDDER, and _____, as Surety, are held and firmly bound unto the Livermore Amador Valley Transit Authority, ("AUTHORITY"), in the sum of \$ _____, **being at least ten percent of the total amount of the bid**, for the payment of which sum in lawful money of the United States of America to the AUTHORITY we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the BIDDER has submitted said Bid to the AUTHORITY;

NOW, THEREFORE, if the BIDDER is awarded a Contract by AUTHORITY and, within the time and in the manner required by the Specifications, enters into a written Contract with AUTHORITY, and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by AUTHORITY and judgment is recovered, the Surety shall pay all costs incurred by AUTHORITY in such suit, including a reasonable attorneys' fee to be fixed by the Court.

The Surety shall be bound by any valid arbitration award among the parties.

California law shall govern the interpretation of this bond.

Dated: _____, 20

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA, MUST SIGN THIS BIDDER'S BOND. IN ADDITION, THE SURETY'S SIGNATURE MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Notarized By: _____

Bidder's Name (Print)

Bidder's Signature

Surety's Name (Print)

Surety's Signature

Surety's Address

City State Zip



Notary Stamp

SAMPLE IRREVOCABLE STANDBY LETTER OF CREDIT

NOTE: SAMPLE FORMAT ONLY. ORIGINAL LETTER MUST BE ON THE FINANCIAL INSTITUTION'S LETTERHEAD FROM WHICH IT IS DRAWN.

Date: _____

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

Re: Irrevocable Standby Letter of Credit No. _____

Executive Director:

We hereby issue in favor of the Livermore Amador Valley Transit Authority this Irrevocable Standby Letter of Credit for the account of _____, a _____
(insert nature of organization, whether sole proprietorship, partnership, corporation, etc.), in the amount of XXXXXX Dollars, (\$000), which is available upon your demand when accompanied by a signed statement from an officer of the Livermore Amador Valley Transit Authority, stating that:

“The amount drafted is due to the Livermore Amador Valley Transit Authority because of the failure of _____ to enter into a written Contract awarded to it by the AUTHORITY, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications for [CONTRACT NAME, CONTRACT NUMBER]. We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before _____ 20XX. Partial drawings are permitted.”

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce Publication No. 600.

Sincerely,

(Name of financial institution)

By: _____
(Signature)

Title: _____

LIST OF REFERENCES

(Do not use Livermore Amador Valley Transit Authority (LAVTA) as a reference)

1. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
VALUE OF WORK PERFORMED _____

2. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
VALUE OF WORK PERFORMED _____

3. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
VALUE OF WORK PERFORMED _____

LIST OF REFERENCES (Cont.)

4. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
VALUE OF WORK PERFORMED _____
5. COMPANY NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
NAME OF PERSON TO CONTACT _____
AREA CODE/PHONE # (_____) _____
VALUE OF WORK PERFORMED _____

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature of Bidder

Title

Date

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from Bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes* _____ No _____

*If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Bid, and signature on any portion of this Bid shall constitute signature on this questionnaire.

REQUEST FOR APPROVED EQUALS

IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION, PROVISION, OR SPECIFICATION ITEM REQUEST! COPY THIS FORM AS NEEDED.

Submitted by: _____ (Company Name)

The Authority requires that all prospective bidders completely fill out and attach this form **with every separate specification item request** for an Approved Equal pertaining to this Contract. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information that may be useful in reviewing such a request should also be attached to this form.

1. Approved equal is being requested for _____,
to be used in place of _____
(list technical specification or other reference number, [e.g. page TS-11, title, subsection, item]).
2. Description of approved equal request/substitution: _____
_____.
3. Product purpose: _____
_____.
4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? _____ (If NO, please explain):

_____.
5. List three (3) commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):
 - A. Company Name _____
Street Address _____
City/State/Zip Code _____
Area Code/Telephone No. (_____) _____
Name of Contact Person _____
 - B. Company Name _____
Street Address _____
City/State/Zip Code _____
Area Code/Telephone No. (_____) _____
Name of Contact Person _____
 - C. Company Name _____
Street Address _____
City/State/Zip Code _____
Area Code/Telephone No. (_____) _____
Name of Contact Person _____
6. List the benefits and any other reasons why the Authority should approve this request for approved equal/substitution: _____

_____.
7. Attach pertinent test data, technical data and background information on the approved equal/substitution request.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) QUESTIONNAIRE

1. **Is your firm a registered Disadvantaged Business Enterprise (DBE)?**

Yes _____ No _____

If the answer is "**Yes**", please fill in your DBE Certification Number: _____

2. **Does your firm plan to subcontract any of the work or services or procure items required under this contract to any subcontractors, subconsultants, or suppliers?**

Yes _____ No _____

If the answer is "**No**", you may stop here and you do not need to continue to Question 3. Please sign and submit this **page**.

3. **Describe briefly how your firm solicited small businesses, including DBEs, to participate on this contract.**

4. **Explain whether your firm considered selecting portions of the work that are economically feasible for small businesses, including DBEs, to perform. Identify the portion(s) of the work or service that was selected for subcontracting and explain why these portions of work were selected:**

5. **Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, subconsultant or supplier:**

6. **Describe any efforts your firm made to assist small businesses, including DBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among others, to perform this contract:**

7. Describe any other steps your firm used to encourage or select small businesses, including DBEs:

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the Agencies in evaluating the Bidder/Proposer's compliance with the bidding/proposal requirements.

Signature of Owner or Authorized Representative

Title

Date

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the **LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY**, hereinafter designated as "LAVTA," has awarded to _____, hereinafter designated as the "Principal," a Contract for DOOLAN TOWER BACKUP GENERATOR; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and _____, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of _____, being a sum equal to the total amount payable under the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA'S rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.

By: _____

Surety

Address of Surety

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the Livermore Amador Valley Transit Authority, hereinafter called the OBLIGEE, or order in the sum of _____ (\$_____00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for DOOLAN TOWER BACKUP GENERATOR and said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 9554 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY, will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein.

SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the other portions of the Contract Documents.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this ____ day of _____, 20, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

IT IS SO AGREED:

PRINCIPAL

SURETY

By: _____

By: _____

[Name]

[Name]

[Title]

[Title]

STATE OF CALIFORNIA

)

ss.

CITY AND COUNTY OF _____

)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

Witness my hand and official seal.

Notary Public

STATE OF CALIFORNIA

)

ss.

CITY AND COUNTY OF _____

)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, personally known to me (or 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.

Witness my hand and official seal.

Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

SAMPLE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20XX by and between _____, hereinafter called "Contractor" and the Livermore Amador Valley Transit Authority, hereinafter called the "Authority."

1. SCOPE OF WORK

The Contractor shall perform all work and furnish all the labor, materials, tools, equipment, services and incidentals required under the Agreement, in full accordance with the plans and specifications approved by the Authority entitled:

CONTRACT DOCUMENTS

FOR:

DOOLAN TOWER BACKUP GENERATOR

2022-01

dated _____, 20XX, and which are appended hereto and made part of this Agreement.

2. TERM OF AGREEMENT

The Contractor shall complete all work under the Agreement within 60 calendar days of the Notice to Proceed. After the Agreement has been executed by the parties, the Contractor shall begin work within one (1) calendar day after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Agreement, from the effective date of said Notice to Proceed.

3. AGREEMENT PRICE

The Contractor shall faithfully perform the work required in the documents for the Grand Total Bid Price amount shown on the bid documents. The Grand Total Bid Price includes all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the Contractor. Payments shall be made to the Contractor at the time and in the manner provided in the Agreement.

4. INDEPENDENT CONTRACTOR STATUS

- A. The Contractor shall independently perform all Work required by the Agreement Documents and shall not be considered as an agent or employee of the Authority, nor shall the Contractor's subcontractors or employees be considered as sub-agents of the Authority.
- B. The Contractor and the Contractor's subcontractors shall be licensed as required by the Agreement, in accordance with the laws of the State of California.

5. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the office of the Authority and all of which are incorporated and made a part this Agreement by reference:

- a. This Agreement

- b. Notice Inviting Bids
- c. General Conditions
- d. Special Provisions
- e. Approved Equals, if any
- f. Technical Specifications and drawings
- g. Addenda (if any)
- h. Bid (as accepted by Authority)
- i. Certificates of Insurance
- j. Performance and Payment Bonds

6. SERVICE OF NOTICE

Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in its bid and in the case of the Authority at the Livermore Amador Valley Transit Authority Administrative Offices, 1362 Rutan Court, Suite 100, Livermore, CA 94551, or at any other address which either party may subsequently designate in writing to other party.

7. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

FOR THE CONTRACTOR:

Name under which business is conducted:

Business Address: _____

State _____ Zip Code _____ Telephone (____) _____

Type of business organization: _____

*If a Corporation (**see footnote**), incorporated under the laws of the State of: _____

The undersigned certify that they sign this Agreement with full and proper authorization to do so.

By: _____ Print _____ Title: _____

By: _____ Print _____ Title: _____

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY:

By: _____
Executive Director

APPROVED AS TO FORM:

By: _____
Attorney for the Authority

*Note: If Consultant is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If the Consultant is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the Authority indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

