

Invitation for Bid
IFB #2025-04
For:
Charging Station Removal/Replacement

Eastern Contra Costa Transit Authority

801 Wilbur Avenue

Antioch, CA 94509

December 11, 2025

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Section 1

Notice Inviting Bids

Notice Inviting Bids
For
Charging Station Removal/Replacement
Eastern Contra Costa Transit Authority

Notice and Invitation to Bidders

Eastern Contra Costa Transit Authority (ECCTA), a Joint Powers Agency (JPA) located in eastern Contra Costa County, California, is accepting sealed bids for the removal and disposal of four old electric vehicle (EV) chargers and installation of three new EV chargers. This project shall include the furnishing of all labor, equipment, materials, testing, tools, training, and other services as required by the Scope of Work section and other contract documents.

ECCTA was formed in 1976 as a JPA consisting of the cities of Antioch, Brentwood, Pittsburg and the county of Contra Costa. Oakley incorporated as a city and joined the JPA in 1999. ECCTA provides over 2,000,000 trips each year to a population of nearly 315,000 residents in the 225 square miles of eastern Contra Costa County.

Pre-Bid Conference

A pre-bid conference will be followed by a site tour at 10:00 a.m. local time, on Wednesday, December 17, 2025 in the ECCTA boardroom located at the address below. A site tour will be conducted after the meeting. All prospective bidders and subcontractors are encouraged to attend. The purpose of the site tour is to acquaint the bidders with any and all conditions at the work site.

Deadline for Receipt of Bids

Sealed bids will be received by Eastern Contra Costa Transit Authority (ECCTA) until 4:00 p.m. local time, on Monday, January 12, 2025. Bids may be submitted either electronically via Bid Express or via hardcopy mailed to ECCTA's facility located at 801 Wilbur Avenue, Antioch, CA 94509. Bids received after the said time or at any other place other than the time and place stated in this IFB will not be considered. Bids must be received on the enclosed ECCTA bid form with the required certification forms listed in the bid documents. Bids submitted on any other forms will be considered non-responsive and will be rejected.

Bid Documents/ECCTA Representative

Copies of the IFB documents may be obtained from the following ECCTA representative:

Joe Chappelle
Manager of Administrative Services
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509

Fax: (925) 757-2530
procurement@eccta.org

Copies of the IFB documents may also be obtained by visiting the following link:
<https://www.bidexpress.com/businesses/72695/home>. New users to the Bid Express portal will be required to complete a free registration before receiving access to the IFB documents.

Copies of the RFP documents may also be obtained by visiting ECCTA's website at
<https://trideltatransit.com/work-with-us/procurement/>

ECCTA may change the identity or contact information of the ECCTA representative at any time.

Following the closure of the bid submittal period, bids will be publicly opened and evaluated as provided in the Information for Bidders.

All bids must be furnished in accordance with the terms and conditions of the contract documents, including the Information for Bidders, General Conditions, Special Conditions, Scope of Work, and Bid Form. All prospective bidders receiving bid documents directly from ECCTA will be notified of all addenda and will receive copies.

Contractor License Requirements

In accordance with provisions of California Public Contract Code section 3300, ECCTA has determined that the contractor shall possess and maintain valid State of California Class C-10 contractor's license and all other licenses necessary at the time the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

The contractor shall also possess, or employ on the project someone who possesses, an Electric Vehicle Infrastructure Training Program (EVITP) certification, in accordance with section 740.20 of the Public Utilities Code.

Federal Requirements

This contract may be subject to a Carl Moyer Program funding grant contract between ECCTA and the Bay Area Air Quality Management District.

This contract is subject to the receipt of financial assistance from the U.S. Department of Transportation (U.S. DOT), Federal Transit Administration (FTA) and local sales tax funds, and may also be subject to a grant contract between the Metropolitan Transportation Commission (MTC). The contract is subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federal or state funded contracts. Full compliance with applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful bidder.

ECCTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. DOT, 49 Code of Federal Regulations (C.F.R.) Part 26, and as a recipient of federal financial assistance, ECCTA has signed an assurance that it will comply with 49 C.F.R. Part 26. As such, ECCTA hereby notifies all bidders that it will affirmatively ensure that in regard to any contract

entered into pursuant to this IFB, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit a bid in response to this request. ECCTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contracts or in the administration of its DBE Program or the requirements of 49 C.F.R. Part 26. ECCTA shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. ECCTA's DBE Program, as required by 49 C.F.R. Part 26 and as approved by U.S. DOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to ECCTA of its failure to carry out its approved program, the U.S. DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Prevailing Wages

Subject to Labor Code Section 1771.1, as amended by SB 854, this bid is subject to prevailing wages compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

ECCTA will only award this bid to contractors (including listed subcontractors) that are currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.

Pursuant to Section 1770, et seq. of the California Labor Code, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR. A copy of such prevailing rate of per diem wages is included in the bid documents.

Bid Security and Bonds

Each bid shall be accompanied by a bidder's security equal to at least 10% of the total amount bid including (if any) allowances and alternates. The bidder to whom the contract is awarded shall furnish a Performance Bond and a Labor and Materials Bond (Payment Bond), each in an amount not less than 100% of the contract price.

Bonds shall be on the forms provided by ECCTA and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, as an admitted surety insurer and acceptable to ECCTA.

Substitution of Securities

Pursuant to Public Contract Code Section 22300, for monies earned by the contractor and withheld by ECCTA to ensure the performance of the contract, the contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

Reserved Rights

ECCTA reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding procedure, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, or to postpone the bid opening or award for any reason whatsoever in ECCTA's

sole discretion. No bidder may withdraw its bid for a period of 60 calendar days after the date of opening of the bids. Each bidder will be notified of the award of contract, if an award is made.

Office of the Chief Executive Officer
December 11, 2025

Section 2

Key Bid Dates

Key Bid Dates
Charging Station Removal/Replacement
IFB #2025-04

<u>Task</u>	<u>Date</u>
Invitation for Bid issue date:	Thursday, December 11
Pre-bid conference:	Wednesday, December 17 at 10:00 a.m.
Requests for Substitutions due date:	Monday, January 5 by 5:00 p.m.
Bid opening and due date:.....	Monday, January 12 by 4:00 p.m.
ECCTA Board of Directors award contract:	Wednesday, January 28 at 4:00 p.m.

Section 3

Information for Bidders

Information for Bidders

Charging Station Installation

IFB #2025-04

Scope and Location of Work

The work to be performed under this contract consists of the furnishing of all labor, materials, tools, equipment, and services for the removal and disposal of four old EV chargers and the replacement installation of three EV chargers for ECCTA. The work is to be performed in the City of Antioch, County of Contra Costa, State of California. Contract documents contain a complete description of the work.

Inspection of Site of Work

Bidders are encouraged to inspect the work site in order to satisfy themselves, by personal examination, or by such other means as they may prefer, of the location of the proposed work and the actual conditions of, and at, the site. Bidders may apply to ECCTA for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the contract documents or impact the contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied, and is relying, on their own examination of (a) the work site, (b) access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work, including but not limited to, the availability of labor and materials and on their own knowledge of existing facilities on, and in the vicinity of, the site of the work to be performed under the contract, and not on any representation of warranty of the above items.

Examination of Contract Documents/Notification of Errors

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). Submission of a bid shall constitute acknowledgment, upon which ECCTA may rely, that the bidder has thoroughly examined and is familiar with the contract documents. Failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve them of any obligation with respect to their bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

Additionally, bidders shall review the technical specifications and prior to submission of the bid, report any errors and omissions noted by the contractor to ECCTA. The review by the contractor shall be confined to the contractor's capacity as a contractor and not as a licensed contractor.

It shall also be the bidder's responsibility to call to ECCTA's attention any missing pages in the contract documents, including the addenda. These items shall be brought to the attention of ECCTA, in writing, at least one week prior to the bid opening date.

Interpretation of Contract Documents

No oral representation or interpretations will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to ECCTA no later than 10 business days before the time announced for opening the bids. Interpretations, where necessary, will be made by ECCTA in the form of an addendum to the contract documents. Addendums will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information before the award of contract shall be directed to the ECCTA representative identified in the Notice Inviting Bids.

Term and Time of Performance/Liquidated Damages

Within 10 business days from the Notice to Proceed or date specified in the Notice to Proceed, the contractor shall commence work on the project. The project is to be completed within six months from the date work is commenced. This contract shall be in effect, commencing on the date of the Notice to Proceed, and lasting until the completion of the project.

The contractor shall pay to ECCTA as liquidated damages the sum of \$200.00 for each and every workday's delay in finishing the work in excess of the workday completion time. ECCTA may, at its sole discretion, waive all or any portion of the liquidated damages if it determines that the delay was caused by circumstances beyond the Contractor's control or if ECCTA otherwise finds good cause for such waiver. No waiver shall be effective unless granted in writing by ECCTA.

Pre-bid Conference and Site Tour

A pre-bid conference and site tour will be held at the time and place indicated in the Notice to Bidders and in the Key Dates section. Attendance at this conference is recommended but not required.

At the pre-bid conference, ECCTA's Disadvantaged Business Enterprise (DBE) participation policy will be explained.

Questions about the bid or exceptions/objections to the requirements of the bid, including any objections to the terms and conditions of the contract, should be submitted in writing to the ECCTA representative prior to the meeting in order to provide ECCTA staff sufficient time to prepare responses.

Written questions submitted prior to, and questions raised at the conference, will be answered in a written addendum to the bid and will be made available to all bidders regardless of whether they attended the pre-bid conference.

Following the pre-bid conference, ECCTA will make a list of all those to whom the bid was furnished, as well as those attending the meeting, available to interested parties.

Prior Approval of Substitutions

A bidder may submit to ECCTA requests for approved substitutions or clarifications regarding any requirements, terms, or conditions contained herein. Any such requests must be received by ECCTA, in writing, by the date and time indicated in Key Bid Dates on page six of this IFB, on the "Request for Substitution" form in Section 7 of this IFB. Any requests for substitutions 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, that specified in the contract documents. ECCTA shall make a determination on each bidder's request under this procedure in writing.

In the event that a request for an approved equal or modification is granted, an addendum detailing the approved equal or modification will be mailed or otherwise furnished to all potential bidders who received bid documents from ECCTA.

Bids

General

All bids shall give, in the space provided, all other information requested therein, and shall be signed by the bidder, or an authorized representative, with their address. Bids will be evaluated as provided in "Evaluation of Bids" below.

Bidders must prepare and submit all required documents. Failure to properly complete and sign any forms may be cause for rejection of a bid.

Every contractor, other than a joint venture, who submits a bid, must, at the time the bid is awarded, have a State of California Class C-10 contractor's license in good standing. Pursuant to PCC 20103.5, if the bidder fails to obtain proper licensing before time of the award, said failure will constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Each bid shall be completed and submitted on the Bid Express portal or be enclosed in a sealed envelope or package, labeled and delivered to the ECCTA at the place, and on or before the time, indicated in the Notice Inviting Bids. Mailed bids should be labeled as follows:

ORIGINAL: CHARGING STATION REMOVAL/REPLACEMENT

Bids received after this time, or at any other location, will not be considered. ECCTA shall not be responsible for the failure of mailed or delivered bids to actually be received by ECCTA by the time due on the date due.

Any bids accompanied by an insufficient or irregular bid guaranty, or from bidders who have previously failed to perform properly, or failed to complete contracts of any nature on time may be rejected. No oral, telegraphic, or telephone (including facsimile) bids or modifications will be considered.

Telephones will not be available to bidders for the preparation of the bids or for calling bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for a period of 60 calendar days after the date set for the opening of bids.

ECCTA reserves the right to reject any or all bids, to make any awards or any rejections in what it along considers to be in the best interest of ECCTA, and to waive any informalities or irregularities in the bids.

Addenda

Each bid shall include specific acknowledgment (in space provided) of the receipt of all addenda issued during the bidding period. Failure to so acknowledge all addenda may result in the bid being rejected as non-responsive.

Bid Prices

Bid prices shall include everything necessary for the completion of, and fulfillment of, the contract including, but not limited to, furnishing all transportation, materials, equipment, tools, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In the event that the indicated sum of any column of figures is incorrect, the correct sum shall govern and the correct sum shall be deemed the amount indicated.

Bid prices shall include all applicable federal, state, and local taxes. Upon award of contract the contractor shall submit to ECCTA a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.

All bid prices shall include freight (FOB) to the designated delivery point. ECCTA will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

Evaluation of Bids

General

If a contract is to be awarded, it shall be awarded to the lowest responsible, responsive bidder who demonstrates the attributes of trustworthiness as well as quality, fitness (including financial qualifications), and the capacity and experience to enable it to prosecute the work successfully and properly and to complete the work within the time period named in the contract documents.

Determination of Apparent Low Bidder

ECCTA will open each bidders' bid envelopes at the time and place indicated in Notice to Bidders, initially evaluate them for responsiveness, and determine an apparent low bidder as specified herein and in the Bid Form. All bidders are required to submit bids on all bid items.

ECCTA will evaluate bidders for responsiveness and for responsibility, including all information required by the "Contractor's Experience and Qualifications" form in Section 10 of this IFB. All bidders must complete and submit that form with bid documents. If the apparent low bidder is determined to be non-responsive or non-responsible, then ECCTA may proceed to the next apparent low bidder's bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this apparent low bidder were the original apparent low bidder.

Evaluation of Bids

Bids must be full, complete, clearly written and using required forms. Bidders shall make any change in the Bid Form by crossing out the original entry, and entering and initialing the new entry. A bidder's failure to submit all required documents strictly as required entitles ECCTA to reject the bid as non-responsive. All bidders must submit bids containing each of the fully executed documents supplied in this IFB.

Discrepancies shall be resolved as provided in "Bid Prices" above.

In evaluating bids, ECCTA will consider bidders' qualifications (including without limitation information contained in the "Contractor's Experience and Qualifications" form in Section 10 of this IFB), whether or not the bids comply with the prescribed requirements, unit prices, and other data, as may be requested prior to the notice of award. ECCTA shall have sole discretion to determine what contracts are of like nature and magnitude and comparable difficulty and rates of progress.

ECCTA may conduct reasonable investigations and reference checks of bidder and other persons and organizations as ECCTA deems necessary to assist in the evaluation of any bid and to establish bidder's responsibility, qualifications, financial ability, and capability to perform the work in accordance with the contract documents to ECCTA's satisfaction within the prescribed time. ECCTA shall have the right to consider information provided by sources other than the bidder, and communicate directly with the bidder's surety regarding the bidder's bonds. Submission of a bid constitutes bidder's consent to the foregoing.

Bids shall be deemed to include the written responses of the bidder to any questions or requests for information of ECCTA made as part of the bid evaluation process after submission of the bid.

Bid Guaranty

The bid shall be accompanied by a bid guaranty bond duly completed by a corporate surety authorized to conduct business in the State of California payable to ECCTA in the sum of at least 10 percent of the total amount of the bid. The bond shall be on the form included in the contract documents. Alternatively, a certified or cashier's check, payable to ECCTA, in the sum of at least 10 percent of the total amount of the bid may be substituted for the bid guaranty bond. The amount payable to ECCTA under the bid guaranty bond, or the certified or cashier's check, as the case may be, shall be forfeited to ECCTA as liquidated damages in the case of the failure or neglect of the successful bidder to furnish, execute, and deliver to ECCTA the required performance and payment bonds, and evidences of insurance, and to enter into, execute, and deliver to ECCTA the contract on the form provided herewith, within 10 business days after being notified in writing by ECCTA that the award has been made.

ECCTA will retain all bid guaranties until the contract for the work has been fully executed and ECCTA has received the bonds and evidence of insurance required to be furnished, or ECCTA has acted to reject all bids. ECCTA will return the bid guaranties of unsuccessful bidders, other than those forfeited, promptly thereafter.

Modification of Bid

Modification of a bid already received will be considered only if the modification is received prior to the time established for receiving bids. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

Postponement of Opening

ECCTA reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Bids.

Relief of Bidders

Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder must give ECCTA written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the alleged mistake, specifying the notice, in detail, how the mistake occurred. The bidder is cautioned that, pursuant to Public Contract Code Section 5105, a bidder who claims a mistake or who forfeits their bid guaranty shall be prohibited from participating in further bidding on the project in which the mistake was claimed or security forfeited.

Bid Protest Procedures

These procedures will apply to all procurement actions whether by sealed bid, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed.

Protest Before Bid Opening

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed, in writing, 10 business days prior to the bid opening date. A detailed description of the facts underlying the protest plus any supporting documentation must be included with the written protest. The protest must be submitted to the ECCTA representative identified in the Notice Inviting Bids.

Protest of Award

A bidder may file a protest with ECCTA alleging a violation of applicable federal or state law relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be submitted to the ECCTA representative identified in the Notice Inviting Bids no later than three business days after the date of the notice of intent to award of the contract by ECCTA. ECCTA will use reasonable efforts to deliver by facsimile or email a copy of the notice of intent to award or pre-award to all bidders who submitted bids no later than the business day after issuance, although any delay or failure to do so will not extend the bid protest deadline described herein.

The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest, including references to the specific portion(s) of all document(s) that form the basis for the protest and all supporting documentation. The protest must state the form of relief requested. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.

The protest must contain the IFB solicitation number and title under which the protest is submitted, and must include the name, address, and telephone number of the person representing the protesting party, and the signature of the protester or authorized representative of the protester.

The written decision of the ECCTA representative or designee on the protest shall be served upon the protesting bidder and any bidder subject to the protest within five business days of receipt of the bid protest. The ECCTA representative or designee may extend the five business days if necessary to review additional information requested from any bidder or otherwise received.

If the subject matter of the project is receiving any state or federal funds which require a protest procedure different than the procedures stated above, then that protest procedure shall control.

The procedure and time limits set forth in this section are mandatory and are bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including appealing the ECCTA representative's decision, filing a Government Code Claim or other legal proceedings. A bidder may not rely on a protest submitted by another bidder, but must timely pursue its own protest.

Appeal of Decision

If any bidder is not satisfied with the decision of the ECCTA representative, the bidder may appeal the decision, in writing, within three business days to ECCTA's CEO:

Office of the CEO
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509

The CEO shall investigate and shall respond in writing, within five business days, specifying any differences between their findings and those of the ECCTA representative. The CEO shall state the action to be taken by ECCTA or the fact that no action shall be taken. The decision of the CEO is the final decision of ECCTA.

Public Records Act Requests

In accordance with the California Public Records Act, ECCTA will make available to the public the bidder's "Contractor/Subcontractor Worker Classification" form in Section 10 of this IFB, all correspondence and written questions submitted during the bid period, all bid submissions opened in accordance with the procedures set forth herein, and all subsequent bid evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, ECCTA will not disclose trade secrets or proprietary financial information submitted by bidders that has been designated as confidential by bidder (including, without limitation, the Contractor/Subcontractor Worker Classification form). Any such trade secrets or proprietary financial information that bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

Information disclosed in the Contractor/Subcontractor Worker Classification form and the attendant opened submissions are the property of ECCTA unless bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

Section 4

General Conditions

General Conditions

Charging Station Installation

IFB #2025-04

Interpretation of Contract Documents

Intent of Contract Documents

The intent of the contract documents is to prescribe the details for the completion of the work which the contractor undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

Unless otherwise specified, the contractor shall furnish all labor, material, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

Coordination of Contract Documents

The Instructions to Bidders, General Conditions, Special Conditions, Scope of Work, and all other documents required by the IFB are essential parts of the contract. The documents are intended to be complementary, and a requirement occurring in one is binding as though occurring in all.

In the case of discrepancy or ambiguity in the contract documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying
2. Contract (sample included in Section 11 of this IFB)
3. Special Conditions and Scope of Work
4. General Conditions and Instructions to Bidders

Any conflict between a bill or list of materials shown in the contract documents and the actual quantities required to complete the work required by contract documents, will be resolved in favor of the actual quantities.

Approximate Quantity Estimate

The quantities given in the bid and contract forms are approximate only, being given as a basis for the comparison of bids, and ECCTA does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by ECCTA.

General

Rendition of Services

By submitting a bid, the bidder agrees to undertake, carry out, and complete all work established in a professional and timely manner satisfactory to ECCTA standards as described in this IFB.

Release of Information

Neither the successful contractor nor any unsuccessful bidder shall release any reports, information, or promotional materials prepared in connection with a contract award without obtaining prior permission from ECCTA.

Prohibited Interest

By submitting a bid, the bidder represents and warrants that neither the CEO, nor any director, officer, agent nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the bidder.

If any such interest comes to the knowledge of the bidder at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

No member, officer, or employee of ECCTA or of any of its member jurisdictions during their tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

No member or a delegate to the Congress of the United States shall be admitted to any share or part of the contract awarded under this bid or to any benefits arising therefrom.

Proposer's Status

Neither the bidder nor any party contracting with the bidder shall be deemed to be an agent or employee of ECCTA. The bidder is and shall be an independent contractor, and the legal relationship of any person performing work for the bidder shall be one solely between said parties.

Ownership of Work

All reports, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, for the services to be performed by the bidder shall be and are the property of ECCTA, and ECCTA shall be entitled access to, and copies of, during the progress of the work.

In the event that the work which is the subject of the contract is not completed, for any reason whatsoever, all designs and materials generated under this contract shall be delivered as ECCTA may direct.

Proprietary Information

Bidders are to identify all parts of the bid the bidder considers proprietary and include written justification for the claim, as the bid could be made public as a result of Freedom of Information Act requests.

Subcontracts

Pursuant to California Public Contract Code section 4100 et seq., applicable subcontracts under this contract must have the prior written approval of ECCTA's CEO. In the event the contractor enters into one or more subcontracts pursuant to this paragraph, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to the contractor and that ECCTA shall have no obligation to them.

Insurance, Bonds and Indemnity

Insurance Requirements

A. Insurance Certificates, Riders, Stipulations

The successful contractor shall furnish original certificates of insurance showing a commencement date no later than the effective date of the contract. The insurance shall be in compliance with the stipulations outlined in the scope of work. The contractor shall also be required, and shall require its subcontractors, to provide evidence of insurance coverage to the Bay Area Air Quality Management District.

With respect to all coverages, the certificates of insurance shall include a stipulation that the insurer will notify the Bay Area Air Quality Management District and ECCTA no less than 30 calendar days prior to any change, termination or cancellation of the insurance policy or coverages provided under such policy.

With respect to all coverages, the certificates of insurance shall indicate that ECCTA, its directors, officers, agents, and employees are additional insureds under said policies and that the contractor's policies are primary and no insurance of ECCTA shall be called upon to contribute to any loss up to the limits of contractor's policy.

The contractor shall indemnify, keep and hold harmless, ECCTA, its directors, officers, agents, employees, and member jurisdictions against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of 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, and the contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against ECCTA in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

B. Worker's Compensation

The contractor and subcontractors, at their own cost and expense, shall carry and maintain Statutory Worker's Compensation Insurance and Employer's Liability Insurance with limits not less than

\$1,000,000 with an insurance carrier that is satisfactory to ECCTA that has a Best's rating of no less than A: VII.

C. General Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$1,000,000 per occurrence combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under the contract. The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to the Bay Area Air Quality Management District and ECCTA 30 calendar days prior to cancellation or material change. The following endorsements shall be included with the policy:

- The policy shall cover on "an occurrence basis."
- The policy shall cover personal injuries as well as bodily injuries. The exclusion of contractual liability must be eliminated from personal injury endorsement.
- The policy shall cover contractual liability insuring the obligations assumed by contractor under the contract.
- ECCTA, its officers, agents, and employees shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance held by ECCTA will be called upon to contribute.

D. Vehicle Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$1,000,000 combined single limit. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles, as well as bodily injury, property damage, collision and comprehensive, and include coverage for damage to ECCTA vehicles.

The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to the Bay Area Air Quality Management District and ECCTA 30 calendar days prior to cancellation or material change.

E. All Risk Property Insurance

The contractor and subcontractors, at its own cost and expense, shall maintain insurance coverage for full replacement cost on the contractor's tools, equipment, or other property whether it is owned or leased, brought onto ECCTA property, or used in connection with the project. The insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Separation of Insureds

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured.

B. Additional Insured Status

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising, directly or indirectly, out of work, operations, services, acts, errors or omissions in performance by or on behalf of the contractor, including services, materials, parts or equipment furnished in connection with such work or operations. General liability coverage must be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms, if later revisions are used).

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the vehicle liability policy with respect to liability arising out of contractor's use of vehicles in connection with this IFB.

C. Primary Coverage

For any claims related to this contract, the contractor's insurance coverage shall be primary and noncontributing insurance as respects ECCTA and its respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ECCTA and its respective officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

D. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 calendar days' notice to ECCTA by certified mail. The contractor shall obtain an endorsement to each policy required by this IFB reflecting the contract by the insurer to provide such notice. In addition, the contractor is responsible to notify ECCTA within five business days of any cancellation, non-renewal, reduction in limits, or material change that affects required insurance coverage.

E. Waiver of Subrogation

The contractor will grant to ECCTA a waiver of subrogation of any right to subrogation which any insurer of said contractor may acquire against ECCTA and its respective officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance, including the coverages required in this IFB.

The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ECCTA has received a waiver of subrogation endorsement from the insurer.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by ECCTA. ECCTA may require the contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductibles or self-insured retention shall be the responsibility of the contractor to satisfy.

G. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to ECCTA.

H. Verification of Coverage

The contractor shall furnish ECCTA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. The certificates, endorsements and applicable policy language to be provided must include proof of (1) the coverages required; (2) the required limits; (3) separation of insureds; (4) additional insured status; (5) primary coverage; (6) notice of cancellation; and (7) waiver of subrogation. All certificates and endorsements are to be received and approved by ECCTA before work commences, and must be provided annually thereafter for the duration of the contract. However, failure to obtain the required documents prior to the work beginning or thereafter shall not waive the contractor's obligation to provide them. ECCTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractor Insurance

Except for General Liability insurance, of which subcontractors need only obtain \$1,000,000 in coverage, all subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in contract documents, and Contractor shall cause the Subcontractors to furnish proof thereof to ECCTA within ten days of ECCTA's request. At Contractor's discretion, Contractor may cover subcontractor under Contractor's own insurance policy.

Bonds

A. Performance Bond

The successful bidder shall furnish a performance bond. The bond shall be executed in an amount equal to at least 100% of the contract price. This bond shall guaranty the faithful performance of the contract by the contractor. No alteration, extension of time, extra and additional work, or other change authorized by the contract documents will affect the obligations of the surety or sureties on the performance bond, and no notice to the surety or sureties shall be required. Any bond required herein shall be issued by a corporate surety admitted to transact surety business in the State of California and holding a valid certificate of authority to transact surety insurance in the State of California.

B. Labor and Materials Payment Bond

The successful bidder shall furnish a labor and materials payment bond. The bond shall be executed in an amount equal to at least 100% of the contract price. This bond shall secure the payment for all work, labor, materials, equipment or services furnished in connection with the charging station installation contract. No alteration, extension of time, extra and additional work, or other change authorized by the contract documents will affect the obligations of the surety or sureties on the labor and materials bond, and no notice to the surety or sureties shall be required. Any bond required herein shall be issued by a corporate surety admitted to transact surety business in the State of California and holding a valid certificate of authority to transact surety insurance in the State of California.

C. Additional Sureties

If, at any time during the continuance of the contract, the sureties, or any of them shall, in the opinion of ECCTA, become irresponsible, ECCTA shall have the right to require additional and sufficient sureties which the contractor shall furnish to the satisfaction of ECCTA within 10 business days after notice.

Indemnity

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the contractor shall defend, indemnify, and hold harmless, ECCTA and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, project manager and each ECCTA representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the work, failure to perform the work, or condition of the work that is caused in whole or part by any act or omission of the contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from ECCTA's sole negligence, willful misconduct, or active negligence.

With respect to third-party claims against the contractor, the contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against ECCTA and each of its officers, officials, employees, consultants and agents including, without limitation, ECCTA, the governing board, project manager and each ECCTA representative. ECCTA shall provide timely notice to the contractor of any third-party claim relating to the contract documents, in accordance with Public Contract Code section 9201.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the contractor, its subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout contract documents shall apply even in the event of breach of contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the work or the terms of contract documents. If the contractor fails to perform any of these defense or indemnity obligations,

ECCTA may in its discretion back charge the contractor for ECCTA's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

Commencement of Work

Notice to Proceed

As soon as practical after execution of the contract, and after receipt of acceptable insurance certificates by ECCTA, a written "Notice to Proceed" will be mailed to successful bidder. The effective date of the notice to proceed will be the date stated in the notice.

Commencement of Work, Progress, and Time for Completion

The contractor shall begin work within 10 business days after receipt of the Notice to Proceed or the date specified therein and shall diligently prosecute the same to completion within the time set forth in these contract documents.

Hours of work - Overtime and holidays. The contractor shall perform all work during the working hours of 7:30 a.m. to 5:00 p.m., Monday through Friday (unless otherwise noted below). If the contractor wishes to work during any other hours or on weekends, written permission must be received from ECCTA.

The request must be received at least two business days in advance of any work. No work will be allowed on ECCTA holidays except in the case of an emergency. A listing of ECCTA holidays is on file in the office of ECCTA.

If the contractor requests overtime work in which ECCTA will incur costs, ECCTA reserves the right to bill the contractor at time and one half to cover the costs incurred.

Changes

General

ECCTA reserves the right to make such alterations, deviations, additions to or omissions from the contract documents, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed necessary or advisable and to require such extra work as may be determined by ECCTA to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by ECCTA.

All changes in the work shall be made as provided in the contract documents. Notice is hereby given that under certain circumstances, changes may require the approval of the legislative body, and may further require notice to affected property owners and the conduct of a public hearing.

Value Engineering Changes

A Value Engineering Change is a change that is originated, initiated and developed by the contractor to change the drawings, specifications or other requirements of the contract in such a way that the overall contract price is decreased without imposing a change to any item's characteristics (such as functionality, service life, reliability, etc.) or an unacceptable extension to the length of the project.

Proposed Value Engineering Changes must be submitted to ECCTA by the contractor and must provide sufficient detail to clearly define the proposed change. Proposed changes may be withdrawn at any time prior to ECCTA approval and shall remain valid for a period of 60 business days from the date submitted. If a change is withdrawn, the contractor shall be liable for the cost incurred by ECCTA in reviewing the proposal.

The contractor may restrict ECCTA's right to use any value engineering change data by marking it with the following statement:

"This data, furnished pursuant to the Value Engineering Changes section of the contract, shall not be duplicated, used or disclosed, in whole or in part, for any purpose except to evaluate the value engineering change proposal, unless the proposal is accepted by ECCTA. The restriction does not limit ECCTA's right to use information contained in this data if it is or has been obtained, or is otherwise available from the contractor or from another source, without limitations. When this proposal is accepted by ECCTA, ECCTA shall have the right to duplicate, use and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other contract."

ECCTA may accept or reject the proposed change, in part or in full, by written notice. Until such notice has been received by the contractor, the contractor shall remain obligated to perform in accordance with the terms of the contract. ECCTA shall not be liable for any delay in acting upon any submitted change requests. ECCTA's decision as to the acceptance of any proposed changes shall be final. The denial of any change proposal shall not provide the contractor with any basis for claim for damages or delay, nor for release from contractual responsibilities. ECCTA's approval of a value engineering change shall not entitle the contractor to additional compensation or time if the work incorporating the change is defective, more expensive, or takes more time.

If ECCTA approves a value engineering change, an equitable adjustment in the contract price and in any other affected provisions of the contract shall be made and the contract modified by change order. The net savings resulting from the change shall be shared between the contractor and ECCTA on the basis of 50 percent for the contractor and 50 percent for ECCTA. Net savings shall be determined by deducting from the estimated gross savings, the contractor's costs of developing and implementing the change, including any amount attributable to a subcontractor, and the estimated amount of increased costs to ECCTA resulting from the change (such as review, implementation, inspection, etc.) Estimated gross savings shall include contractor's labor, material, equipment, overhead, profit and bond. The contract price shall be reduced by the sum of ECCTA's costs and ECCTA's share of net savings.

Extra Work

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price. The contractor shall do no extra work

except upon written order from ECCTA. Compensation for authorized extra work will be paid as previously agreed upon in writing.

Owner Rights

Authority of ECCTA

ECCTA shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and loss of progress of the work; all questions which may arise as to the interpretation of the technical specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; and all questions as to compensation. ECCTA's decision shall be final and shall have authority to enforce and make effective such decisions and orders which the contractor shall carry out promptly.

Inspection

ECCTA shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the contract documents. All work done and all materials furnished shall be subject to inspection.

The inspection of the work or materials shall not relieve the contractor of any of their obligations to perform the work as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by ECCTA or that payment therefore has been included in a progress estimate.

Final Inspection

When the work has been completed, ECCTA or their designee will make the final inspection. The final inspection can be requested in writing by the contractor.

Final Clean Up

Before acceptance and final payment, the contractor shall clean all ground occupied by the contractor in connection with the work of all rubbish, excess materials, and equipment; and all parts of the work shall be left in a neat and presentable condition. Any damage to property must be repaired/replaced to the satisfaction of ECCTA. Full compensation for final cleaning up shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefore.

Repair or Reconstruction of Defective Materials

If, within a period of one year after final acceptance of the work performed under this contract, any structure furnished and/or installed or constructed, or caused to be installed or constructed by the contractor, or any of the work done under this contract, fails to fulfill any of the requirements of the contract documents, the contractor shall without delay and without any cost to ECCTA, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work.

Should the contractor fail to act promptly or in accordance with this requirement, or should the situation require repairs or replacements to be made before the contractor can be notified, ECCTA may, at its option, make the necessary repairs or replacements or perform the necessary work and the contractor shall pay to ECCTA the actual cost of such repairs. Additionally, the contractor shall pay a reasonable sum to compensate ECCTA for administrative costs and other damages related to the disruption of normal business activities incurred as a result of such repairs. It is and will be impracticable to determine the actual amount of damage.

It is, therefore, agreed that ECCTA shall be paid liquidated damages in the amount of 50% percent of the actual cost of such repairs.

The parties agree this sum is reasonable considering the totality of circumstances including the relationship of the sum to the range of harm to ECCTA that reasonably could be anticipated and the anticipation that proof of actual damages would be costly, inconvenient, or impossible.

Contractor's Responsibility for Work and Materials

Until the final acceptance of the contract, the contractor shall have the charge and care of the work and of the materials to be used therein, including materials for which partial payment has been received. ECCTA shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance.

Risk of Loss

All loss of damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the supplies, materials, or equipment, or from any act or omission not authorized by the contract documents on the part of the contractor or any agent or person employed by it, shall be sustained and borne solely by the contractor.

Access

The contractor shall investigate and bear the risk of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation, ingress, and egress at the project site(s). The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

Haul Routes

The contractor shall satisfy itself that the jurisdiction through which its haul routes pass will permit the hauling operations with respect to laden weights, type of vehicle, frequency and dimensions of loads, required traffic control and hours of operation. All necessary permits, licenses, or bonds shall be obtained and paid for by the contractor.

Certain Acts of God

As provided in Section 7105 of the California Public Contract Code, the contractor shall not be responsible for the cost of repairing or restoring damage to the work which damage is determined to have

been proximately caused by an act of God, in excess of the contracted amount, provided that the work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of ECCTA. The contractor shall obtain insurance to indemnify ECCTA for any damage to the work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the work. For purposes of this section, the term "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

Compliance with Applicable Laws and Regulations

The contractor shall keep fully informed concerning all requirements of law including, but not limited to, all federal, state, and local laws, regulations, and ordinances which affect the performance of work under the contract.

The contractor shall at all times observe, and shall cause all employees and subcontractors to observe, all such requirements of law and shall protect, indemnify, and hold harmless ECCTA, its directors, officers, agents, and employees against all claims and liabilities arising from, or based on, the violation of any such requirement of law whether by the contractor or their employees or subcontractors.

If any discrepancy or inconsistency is discovered in the contract documents of the work in relation to any such requirements or laws, the contractor shall immediately report the same to ECCTA.

The contractor shall, if requested by ECCTA, provide certification and evidence of such compliance. If any part of the contract documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

Prior to award of a contract, the bidder shall furnish upon ECCTA's request verification of payment to its employees California's minimum wage as required by law. In addition, upon ECCTA's request, the bidder shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

Labor

General

This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and the contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed. Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Board of Directors of Eastern Contra Costa Transit Authority has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes in ECCTA, a copy of which is on file in the office of ECCTA and shall be made available for viewing to any interested party upon request. The contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each worksite.

Attention is directed to the provisions in Section 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under the contractor. It

shall be the responsibility of the contractor to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices.

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

Pursuant to the requirements of Division 4 of the California Labor Code, the contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code.

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

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

Pursuant to Labor Code Section 1771(a), as amended by SB 854, contractor represents that it and all of its subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The contractor covenants that any additional or substitute subcontractors will be similarly registered and qualified.

Prevailing Wage Requirements

Pursuant to Labor Code Section 1771(a), the contractor represents that it and all of its subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The contractor covenants that any additional or substitute subcontractors will be similarly registered and qualified.

This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The contractor and subcontractors must keep accurate payroll records, 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 work. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. On a weekly basis, the contractor shall also deliver certified payrolls to ECCTA, and concurrently therewith directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor as required by Labor Code Section 1776.

The contractor shall inform ECCTA of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the contractor or subcontractor fails to comply with the ten-day period, they shall, as a penalty to ECCTA on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a subcontractor to comply with this paragraph.

The contractor shall forfeit, as a penalty to ECCTA, \$200.00 for each laborer, worker, or mechanic employed in performing labor in and about the work provided for in the contract documents for each day, or portion thereof, that such laborer, worker or mechanic is paid less than the said stipulated rates for any work done under the contract documents by them or by any subcontractor under them, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the Labor Code. The sums and amounts that are forfeited pursuant to this paragraph and the terms of the Labor Code shall be withheld and retained from payments due to the contractor under the contract documents, pursuant to these General Conditions and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by ECCTA. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

The contractor shall insert in every subcontract or other arrangement which the contractor may make for performance of the work or labor on the work provided for in the contract, a provision that the subcontractor shall pay persons performing labor or rendering service under the subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

Completing and signing required forms

Attention is directed to the forms included in the contract documents in Section 10 which must be completed and signed. FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A BID.

Questions regarding prevailing wage and apprenticeship

Questions pertaining to pre-determined wage rates should be directed to:

Division of Labor Statistics and Research
P.O. Box 420603
San Francisco, CA 94142-0603
Phone: (415) 703-4774

Questions pertaining to apprenticeship crafts should be directed to:

Division of Apprenticeship Standards
P.O. Box 420603
San Francisco, CA 94142-0603

Phone: (415) 703-4920

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations may be required to pay the wage rate of the craft or classification most closely related to it as shown on the general determinations effective at the time of the call for bids.

The wage rates for any classification not listed in the foregoing publications will be the prevailing wage for such work.

All above wage rates will be subject to any recent negotiations.

General Labor Code Requirements

The contractor and its subcontractors shall be responsible for compliance with Labor Code Sections 1810-1815.

Eight hours of labor performed in execution of the contract constitutes a legal day's work. The time of service of any worker employed on the project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

The contractor and its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the project. The record shall be kept open at all reasonable hours to the inspection by the owner and the Division of Labor Standards Enforcement.

The contractor or its subcontractors shall, as a penalty to the owner, forfeit \$25.00 for each worker employed in the execution of the contract documents by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.

Work performed on the project by employees of the contractor or its subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Fair Employment Practices: California State Fair Employment Housing Act

The contractor shall comply with the State Fair Employment and Housing Act (California State Government Code Sections 12900 through 12996), and the regulations promulgated by the California State Fair Employment and Housing Commission to implement said Act.

The contractor shall comply with Section 1735 of the California State Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons, except as provided in Section 12940 of the Government Code, and

every contractor for public works in violation this section is subject to all the penalties imposed for a violation of this chapter.”

The contractor shall include, and shall cause all sub-consultants to include, the provision of California's Fair Employment Practices Article in every subcontract entered into, related to this contract.

The contractor shall complete and submit with the bid documents the “Fair Employment Practices Certificate” form in Section 10 of this IFB.

Nondiscrimination

In the performance of the contract, the contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, sex, gender, sexual orientation, gender expression, gender identity, religious creed, age, medical condition, disability, genetic information, marital status, or military and veteran’s status in any manner prohibited by law.

The contractor shall take affirmative actions to ensure that applicants are hired and that employees are treated during employment in accordance with this non-discrimination obligation.

Such action shall include, but not be limited to, 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 shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this article.

Violation of the State Fair Employment and Housing Act

Upon finding a violation of the California State Fair Employment and Housing Act by the contractor, or a finding in a final judgment by a court of competent jurisdiction in an action to which the contractor is a party, that the contractor has unlawfully discriminated against any employee or applicant for employment, ECCTA will notify the contractor that unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, the contractor’s right to proceed with the work may be suspended or terminated, in whole or in part. ECCTA will deem a finding of violation of the California State Fair Employment and Housing Act to have occurred in performance of this contract upon receipt of written notice from the California State Fair Employment and Housing Commission that it has investigated and determined that the contractor has violated this act in performance of this contract, and that said Commission has issued a final order under California State Government Code Section 12970 or obtained a final judgment under California State Government Code Section 12973; provided, however, that for purposes of this Fair Employment Practices Article, a judgment, order or injunction shall not be considered final: (a) if, and for the period that, the same is stayed or subject to further administrative or judicial review, or (b) if the same is vacated, reversed or set aside in whole or in substantial part as a result of subsequent administrative or judicial proceedings.

Travel and Subsistence Payments

The contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements in Section 1773.8 of the California State Labor Code.

Payroll Records

The contractor shall comply with the provisions of California State Labor Code Sections 1776 and 1812, and shall be responsible for compliance by its subcontractors. The penalties specified in subdivision (f) of California State Labor Code Section 1776 for noncompliance may be deducted from any monies due or which may become due to the contractor.

A certified copy of payroll records provided for in California State Labor Code Section 1776 shall be furnished to ECCTA.

Apprentices

The contractor shall fully comply with the requirements of section 1777.5 of the California State Labor Code and the regulations of the California Apprenticeship Council. In accordance with section 1777.5, the contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. The contractor shall require each subcontractor who will perform work or labor or render service to the contractor in or about the construction of the work to comply fully with section 1777.5. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, office of the Administrator of Apprenticeship, State Building Annex, 455 Golden Gate Avenue, San Francisco, or from the California State Division of Apprenticeship Standards and its branch offices. It is ECCTA's policy to encourage the employment and training of as many apprentices on ECCTA contracts as may be permitted under applicable apprenticeship standards.

Contractor Responsibilities

Contractor's Licensing Laws

Attention is directed to California Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any bidder or subcontractor not so licensed is subject to penalties imposed by such laws. The contractor must possess a California Class C-10 contractor's license.

Patents

The contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. The contractor shall indemnify, defend, and hold ECCTA, its elected and appointed officials, and employees harmless against any claim in which a violation of intellectual property rights including, but not limited to, copyright or patent rights is alleged that arises out of contractor's work under this contract.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property on or near the project or adjacent to the site of the work during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The duty of ECCTA to conduct review of the work does not include review or approval of the adequacy of the contractor's safety program, safety supervisor, or any safety measures taken in, on or near the job site.

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions.

The contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. The safety program shall be posted at the project site.

Superintendence

The contractor shall provide competent supervision of the work as approved by ECCTA. The contractor or designated representative shall be present at the site at all times while work is actually in progress.

Before starting work, the contractor shall designate in writing a representative who shall have the authority to represent and act for the contractor regarding any written or verbal directions or requests of ECCTA.

Directions or requests delivered to the representative shall have the same force and effect as if delivered to the contractor. The authorized representative shall be an employee of the contractor's organization and shall be shown on the contractor's payroll. The contractor will not designate a subcontractor as the authorized representative. During periods when work is suspended, arrangements acceptable to ECCTA shall be made for any emergency work which may be required. Whenever the contractor or representative is not present on any particular part of the work where ECCTA desires to give direction, orders will be given by ECCTA which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work for which the order is given.

Failure of the contractor or designated representative to be present at the job site at all times when work is in progress will be considered as failure on the part of the contractor to perform a provision of the contract, and as such, ECCTA may, suspend all work until such time as satisfactory arrangements have been made to have a designated representative on the site at all times when work is in progress. No additional compensation or additional working days will be allowed by reason of such suspension.

Warranty of Title

The contractor warrants to ECCTA, its successors, and assigns that the title to the materials, supplies, or equipment covered by the contract, when delivered to ECCTA or to its successors or assigns, is free from all liens and encumbrances.

Warranty of Fitness

The contractor warrants that all materials, supplies, and products furnished meet the requirements and conditions of the contract documents and are fit for the purpose intended.

Environmental Compliance

The contractor shall comply with all laws, regulations, orders and decrees of any federal, state or local government authority or court concerning environmental compliance including, but not limited to, (i) air pollution and emission of air contaminants, including without limitation the regulations of the California Air Resources Board and the Bay Area Air Quality Management District; (ii) management of waste water and groundwater, including without limitation the requirements of the State Water Resources Control Board, the San Francisco Bay Regional Water Quality Control Board and local sanitary districts; and (iii) management and disposal of solid and hazardous wastes generated or discovered in connection with the work, including without limitation Title 22 of the California Code of Regulations, Title 40 of the Code of Federal Regulations and the requirements of the California Integrated Waste Management Board.

The contractor shall act as the generator of all hazardous waste created by or produced in connection with the prosecution of the work and shall comply with all requirements applicable to generators, including without limitation the payment of any taxes and fees applicable to such generators or their activities, provided, however, that the contractor shall not be required to act as generator of hazardous waste existing on the site of the work prior to the date of the contract. In the event hazardous waste existing on the site of the work prior to the date of the contract is discovered, the contractor shall immediately notify ECCTA.

With the submission of the contractor's invoice or within 25 business days of delivery, the seller must provide to ECCTA a Safety Data Sheet (SDS) for each product which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7)

Cleanliness and Disposal

The contractor shall at all times while performing the work, keep the immediate and surrounding service area(s) clean and free of debris. The contractor shall ensure that all tools and equipment will be removed from the service area when the work is complete and/or when the work will cease for a time period exceeding one hour. The contractor's equipment, including vehicles, shall be kept clean and free of debris, which includes, but not limited to, dirt, mud, leaking fluids, and loose gravel. In the event debris or leaking fluids fall from the contractor's vehicles, the contractor shall remove said debris/fluids immediately. If, however, ECCTA is required to provide labor or equipment to remove said debris and/or fluids, the cost of ECCTA provided labor and equipment will be deducted from the contractor's invoice.

All materials removed shall become the property of the contractor. Removal and proper disposal of all chemicals and debris shall comply with all local, state and federal laws concerning toxic waste use and disposal and will be done at the contractor's expense.

The contractor shall not discharge any pollutants or hazardous materials to the curbs, gutters, inlets, or any part of the storm drain system under any circumstances and as stipulated herein.

Differing Site Conditions

The contractor shall promptly, and before the following conditions are disturbed, notify ECCTA in writing of any:

- a) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code 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 materially from those indicated in this contract.
- 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 this contract.

ECCTA shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work, it shall issue a change order under the provisions described in the contract documents. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in the contract documents.

In the event a dispute arises between ECCTA and the contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, contractor shall not be excused from completing the work as provided in the contract documents.

The contractor shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests.

Utility Facilities

The contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

If the contractor, while performing the work, discovers utility facilities not identified in the contract documents, the contractor shall immediately notify ECCTA and the utility owner. ECCTA shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the work but not identified in the contract.

If the contractor is required to locate, repair damage not due to the contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated, including payment for equipment on the project necessarily idled during such work.

The contractor will not be entitled to damages or additional payment for delays caused solely by the failure of ECCTA, or the owner of the utility, to provide for removal or relocation of existing main or

trunk line utility facilities not identified in the contract documents, except for equipment necessarily idled during such work.

The contractor shall not be assessed liquidated damages for delay in completing the work solely attributable to the failure of ECCTA, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the contract documents with reasonable accuracy.

The right is reserved by ECCTA and the owners of facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The contractor shall cooperate with forces engaged in such work and shall conduct their operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

Attention is directed to the possible existence of underground facilities not known to ECCTA, or in a location different from that described in the technical specifications. The contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to mark utilities.

Removal of Rejected and Unauthorized Work

All work which has been rejected shall be remedied or removed from the site and replaced by the contractor in an acceptable manner and no compensation will be allowed for such removal, replacement, or remedial work.

Any work done beyond the contract specifications and drawings, or any extra work done without written authority, will be considered as unauthorized work and will not be paid for. Upon order of ECCTA, unauthorized work shall be remedied, removed, or replaced at the contractor's expense.

Upon failure of the contractor to comply promptly with any order of ECCTA made under this section, ECCTA may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any monies due or to become due the contractor.

Records/Audit

The contractor and subcontractors shall establish and maintain records pertaining to this contract. The contractor's accounting systems shall conform to generally acceptable accounting principles and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit the Bay Area Air Quality Management District, the California Air Resources Board, the California Department of General Services, the California Department of Finance, the California Bureau of State Audits, ECCTA and any authorized representatives of the aforementioned organizations to inspect, audit, and examine the contractor's books, records, accounts, and any and all data relevant to this contract at any reasonable time for the purpose of auditing and verifying statements,

invoices, or bills submitted by the contractor pursuant to this contract. The contractor shall provide such assistance as may be reasonably required in the course of such inspection.

Contractors shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after the termination of this contract. ECCTA further reserves the right to examine and re-examine said books, records, accounts, and data during the three-year period following the termination of this contract.

Pursuant to California Government Code, the parties to this contract shall be subject to the examination and audit of a representative of the Auditor General of the State of California for a period of three years after the termination of this contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

Where ECCTA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of contractor's business, ECCTA may, by written request, require that custody of the records be given to ECCTA and that the records and documents be maintained at ECCTA's facility. Access to such records and documents shall be granted to any party authorized by contractor, contractor's representatives, or contractor's successor in interest.

Construction Signs

The contractor, as directed, shall provide signs indicating that the project is a sponsored Bay Area Air Quality Management District project. These signs shall be posted at the site of any construction work associated with the project and shall include the Air District's approved logo.

U.S. DOT Construction Signs

The contractor, as directed, shall provide signs indicating that the project is a Federal Transit Administration project, sponsored by the U.S. DOT.

Liquidated Damages/Excusable Delays

Liquidated Damages

In the event of delay in completion of the work listed in the Scope of Work, or beyond authorized extensions thereof, damage will be sustained by ECCTA. It is and will be impracticable to determine the actual amount of damage by reason of such delay. It is therefore agreed that ECCTA shall be paid liquidated damages in the amount specified in the contract for each and every workday that the completion extends beyond the delivery date, unless the delay is caused by an Excusable Delay (as defined below). The parties agree this sum is reasonable considering the totality of circumstances, including the relationship of the sum to the range of harm to ECCTA that reasonably could be anticipated and the anticipation that proof of actual damages would be costly, inconvenient, or impossible.

An extension of time without liquidated damage liability shall be granted by ECCTA upon a proper showing and finding by ECCTA that the extension is justified. The bidder shall have the burden of showing that the delay was beyond their control. The findings by ECCTA shall be final and conclusive.

Liquidated damages for delay shall only cover administrative, overhead and general loss of public use damages suffered by ECCTA as a result of delay. Liquidated damages shall not cover the cost of completion of the work and/or damages resulting from defective work.

Excusable Delays

Excusable Delays include only the following, to the extent not caused by the fault or negligence of contractor: fire, flood, earthquake, acts of ECCTA, acts of another contractor (not a contractor subcontractor) in the performance of a contract with ECCTA, epidemics, quarantine restrictions, strikes, freight embargoes (not freight delays by a contractor subcontractor or supplier), and adverse weather (as specified below).

Delays for adverse weather will be included as Excusable Delays only if and to the extent the number of days work on the critical path is prevented by rain exceeds 110% of the number days with daily rainfall of 0.1 inch or more expected for the period of the contract, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the project site, as measured and reported by NOAA, pro-rated in the individual months contractor starts and finishes the work. No other delays due to adverse weather conditions will be allowed.

In the event of any adverse weather, the contractor shall at all times employ all available mitigation measures to enable the work to continue. The contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the site, lime treatment, and covering the work and material that could be affected adversely by weather. Failure to do so shall be cause for ECCTA to not grant additional time due to unusual adverse weather, where the contractor could have avoided or mitigated the potential delay by exercising reasonable care.

Claims Procedures

Should it appear to the contractor that the work to be performed or any of the matters relative to the contract documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the contract documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the contractor may be required to perform, time extensions, payment to the contractor during performance of this contract, performance of the contract, and/or compliance with contract procedures, or should the contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, "Disputed Work"), the contractor shall seek resolution as otherwise provided in contract documents or, if no procedures are specified, through regular project communication procedures. If a dispute remains, the contractor shall submit a written claim to ECCTA. Routine contract materials, for example, correspondence, RFI, change order requests, or payment requests shall not constitute a claim. The contractor shall bear all costs incurred in the preparation and submission of a claim.

The contractor's written claim must identify itself as a "claim" under this Article Claims Procedures and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a time impact evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through

(v); and (vii) a verification under penalty of perjury of the claim's accuracy. The claim shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim.

Any claim shall be decided by ECCTA's CEO, who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the CEO shall be final and conclusive unless within 30 calendars days from the date of receipt of such copy, the contractor mails or otherwise furnished a written appeal to ECCTA's Board of Directors.

Notwithstanding any dispute, Disputed Work or claim, the contractor shall continue to prosecute the work and the Disputed Work in accordance with ECCTA's determinations. The contractor's sole and exclusive remedy for Disputed Work is to file a written claim within the time limits set forth in this section setting forth the contractor's position as required herein.

Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this contract. In the event any other contract provision violates such statutes, the applicable statute controls.

Abandonment or Delay of Work

ECCTA may terminate the contract for the following causes:

- The contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the contractor.
- The contractor or any of its subcontractors violate any of the material provisions of the contract or fail to perform the work within the time specified in the contract documents.
- The contractor or any of its subcontractors should fail to make prompt payment to subcontractors or material suppliers for material or for labor.
- The contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of ECCTA.
- The contractor fails to abide by a proper stop work notice or fails to correct rejected work or materials.
- The contractor fails to provide and keep in full force and affect all required insurance or fails to cause all subcontractors to so comply.
- The contractor fails to supply a sufficient number of properly skilled workers or proper materials, or fails to diligently prosecute the work.
- The contractor commits any substantial violation of the contract which constitutes a material breach of the contract.

ECCTA may, without prejudice to any other right or remedy, give written notice to the contractor of its intention to terminate the contract. Unless within seven business days of the delivery of such notice, the contractor shall cease such violation or otherwise make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the contractor and ECCTA, the contractor's right to complete the work shall cease and terminate.

In the event of any such termination, ECCTA shall immediately give written notice thereof to the contractor. If ECCTA takes over the work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the contractor and the contractor shall be liable to ECCTA for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, ECCTA may, without liability, take possession of and utilize in completing the work, the contractor's materials and equipment to be incorporated into the work, whether stored at the site or elsewhere. Whenever the contractor's right to proceed is terminated, the contractor shall not be entitled to receive any further payment until the work is finished.

If ECCTA terminates the contract for cause, ECCTA may retain out of any funds due or to become due the contractor the amount of the cost of completing the work and any expense incidental to reletting the contract or performing the work, and may also hold the contractor and the contractor's sureties responsible for such cost and expense, and for any damages resulting from the abandonment or failure, upon the bond. The contractor shall not receive any further payment until the work is complete.

Payment and Invoicing

General

With each application for payment, the contractor must submit to ECCTA conditional releases of mechanics' liens and stop notices from all those providing labor, materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided. Failure to submit such conditional and unconditional waivers with a payment application will be grounds to reject that payment application, or at the discretion of ECCTA, approve the payment application in the form of one or more joint checks.

With each application for payment, the contractor must also submit to ECCTA one copy of an updated progress schedule.

As soon as practicable after approval of each application for payment for progress payments, ECCTA will pay to the contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in contract documents, or a lesser amount if so provided in contract documents and by law, provided that payments may at any time be withheld if, in judgment of ECCTA, the work is not proceeding in accordance with the contract, or the contractor is not complying with requirements of the contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

In ECCTA's sole discretion, if the contractor has failed to comply with either its progress schedule updates or project record documents requirements, ECCTA may retain an additional five percent of any earned amounts until such requirements are satisfied.

ECCTA will release retention for completed subcontractor work subject to the following conditions. When the contractor deems that a particular subcontractor's work is satisfactorily completed, the contractor must certify in writing, with its next application for payment, that the subcontractor's work is satisfactorily completed, and must include with its application for payment an invoice for partial release of retention withheld under the contract to the extent of that portion of the subcontract not previously paid by ECCTA to the contractor. The contractor's invoice must identify the full amount of the subcontract,

less any progress payments previously made by ECCTA for any portion of the subcontract. In addition, the contractor must submit, with each application for partial release of retention to a subcontractor, an unconditional waiver and release upon final payment, executed by the subcontractor that all their work is satisfactorily completed. Failure to submit such unconditional waivers with a request for partial release of retention will be the grounds to reject the request for partial release of retention. The forms of unconditional waiver and release can be found in Appendix A.

For this purpose, “satisfactory completion” means completion of all work required by the subcontract, including submission to the contractor of all documentation required by the subcontract. ECCTA will have no obligation to verify “satisfactory completion” by any subcontractor, but may rely on the contractor’s certification to that effect; however, if ECCTA determines that the work is not “satisfactorily completed,” ECCTA may refuse the partial retention release. In addition, ECCTA may require, as a condition of partial retention release, that the contractor make the subcontract, and any contract change orders or amendments thereto, available for review. ECCTA will release such retention to the contractor, either by making payment thereof as part of the contractor’s progress payment or, if the contractor has escrowed securities under Public Contract Code Section 22300, by notifying the escrow agent that ECCTA consents to the partial release of retention in such amount. ECCTA’s partial release of retention for subcontractor work completed will not be deemed acceptance of the work, and will not operate as a waiver or estoppel if any subcontractor’s work should later be determined not to be in compliance with the contract documents. Partial release of retention for subcontractor work completed will not relieve the contractor of the maintenance responsibility for the work or any portion thereof.

Upon final approval and acceptance of the work by ECCTA, the contractor shall be paid all sums of money in accordance with the terms and conditions as outlined in the contractor’s submittal of ECCTA bid form. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by ECCTA, and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications.

Neither the payment of any estimate nor of any retained percentage shall relieve the contractor of any obligation to make good any defective work or material. The contractor shall submit certified payroll reports on a weekly basis and with any payment request.

Stop Notices

ECCTA, by and through appropriate ECCTA office or officers, may at its option and at any time retain out of any amounts due the contractor, sums sufficient to cover claims stated in stop notices filed pursuant to Section 9100 et seq. of the California Civil Code and to provide for the cost of any litigation thereunder.

Substitutions of Securities for Withheld Amounts

Pursuant to Public Contract Code Section 22300, the contractor may substitute securities for any monies withheld to ensure performance. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with ECCTA, or with a state or federally chartered bank in California as the escrow agent, and ECCTA shall then pay such monies to the contractor.

Alternatively, the contractor may request that ECCTA make payment directly to the escrow holder, to be invested at the contractor's expense and direction.

Eligible securities shall include those listed in Government Code Section 16430, or 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 ECCTA. The contractor shall be the beneficial owner of any securities substituted for monies, and shall receive any interest on such securities.

Any escrow agreement shall be substantially similar in form to the form of escrow agreement included in Public Contract Code Section 22300(f).

Final Payment

It is expressly understood that said final payment or a portion thereof may not be paid to the contractor if any stop notices are filed properly. No certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of ECCTA, and no payments shall be construed to be acceptance of any defective work or improper materials.

Payment by ECCTA of the final amount due under the contract including payment based upon adjustments for any work done in accordance with any alterations of the contract documents shall be contingent upon the contractor furnishing ECCTA with a release of all claims against ECCTA arising by virtue of the contract related to those amounts. In the event the contractor has any such claims, such claims in stated amounts may be specifically excluded by the contractor from the release, in which case the payment by ECCTA may be of only undisputed amounts.

Conflict of Interest

No employee, director, officer, or agent of ECCTA shall participate in selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, agent, any member of their immediate family, their partner, an organization which employs, or is about to employ, any of the above interest in the firm is selected for award.

ECCTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or have a financial or other interest in the firm selected for award.

Prohibited Interest

By submitting a bid, the contractor represents and warrants that neither the CEO, nor any director, officer, agent, nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial

or otherwise, in this transaction or in the business of the contractor. If any such interest comes to the knowledge of the contractor at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

No member, officer, or employee of ECCTA or of any of its member jurisdictions during their tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

No member or a delegate to the Congress of the United States shall be admitted entitled to any share or part of the contract awarded under this bid or to any benefits arising therefrom.

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 bidder shall be liable to ECCTA for all loss or damage which ECCTA may suffer thereby and ECCTA may advertise for a new contract for said labor, supplies, materials, or equipment.

Termination

Termination for Convenience. ECCTA may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the ECCTA's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to ECCTA to be paid the contractor. If the contractor has any property in its possession belonging to ECCTA, the contractor will account for the same, and dispose of it in the manner ECCTA directs.

Termination for Default [Breach or Cause]. If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, ECCTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by ECCTA that the contractor was prevented from performing due to an Excusable Delay, ECCTA, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision). ECCTA in its sole discretion may, in the case of a termination for breach or default, allow the contractor 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the contractor fails to remedy to ECCTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within 10 business days after receipt by the contractor or written notice from ECCTA setting forth the nature of said breach or default, ECCTA shall have the right to terminate the contract without any further obligation to the contractor.

Any such termination for default shall not in any way operate to preclude ECCTA from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that ECCTA elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this contract, such waiver by ECCTA shall not limit ECCTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default (Supplies and Service). If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, ECCTA may terminate this contract for default.

ECCTA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ECCTA.

Termination for Default (Construction). If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with any other provisions of this contract, ECCTA may terminate this contract for default.

ECCTA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event, ECCTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to ECCTA resulting from the contractor's refusal or failure to complete the work within specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by ECCTA in completing the work.

The contractor's right to proceed shall not be terminated nor the contractor charged with damages under this clause if both of the following conditions are met:

- a) The delay in completing the work arises solely from one or more Excusable Days.
- b) The contractor, within 10 business days from the beginning of any delay, notifies ECCTA in writing of the causes of delay. If, in the judgment of ECCTA, the delay is excusable, the time for completing the work shall be extended. The judgment of ECCTA shall be final and conclusive on the parties, but subject to appeal under the dispute clauses.

If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of ECCTA.

Legal and Miscellaneous

Severability Clause

If any provision or any part of any provision of these contract documents is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute, regulation or ordinance, then the remainder of these specifications shall not be affected thereby and shall remain valid and fully enforceable.

Governing Law

California law (including that state's statutes of limitation but excluding its choice of law rules) shall govern all matters arising under the contract.

Prevailing Wage Rates

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2021-1

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION	VACATION HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS	
#BRICKLAYER, BLOCKLAYER, STONEWORKER			08/22/2020	04/30/2021	\$48.420	A	\$10.750		\$10.420		\$3.000	B		\$0.800		\$1.880	C	8.0	D	\$73.250	\$97.980	E	\$97.980	E	\$122.670		Scope of Work	Travel & Substance
#BRICKLAYER, BLOCKLAYER, CAULKER, WATERPROOFER			08/22/2020	06/30/2021	\$52.750	A	\$10.750		\$12.970		\$0.000	E		\$1.580		\$0.430		8.0	D	\$78.480	\$104.860	G	\$104.860	G	\$131.230		Scope of Work	Travel & Substance
#BRICK TENDER, LINOLEUM			08/22/2020	06/30/2021	\$37.240	H	\$9.000		\$12.530		\$0.000	F		\$0.450		\$0.300		8.0		\$59.520	\$78.140	J	\$78.140	J	\$96.780		Scope of Work	Travel & Substance
#CARPET, LINOLEUM			02/22/2021	12/31/2021	\$53.050	A	\$10.550		\$17.330		\$0.000	J		\$1.050		\$0.340		8.0		\$82.320	\$108.850	K	\$108.850	K	\$135.370		Scope of Work	Travel & Substance
#CARPET, LINOLEUM, HANDLER AFTER 3 YEARS			02/22/2021	12/31/2021	\$28.500	A	\$10.550		\$8.670		\$0.000	J		\$0.050		\$0.340		8.0		\$46.110	\$69.380	K	\$69.380	K	\$72.610		Scope of Work	Travel & Substance
#CARPET, LINOLEUM, HANDLER LESS THAN 3 YEARS			02/22/2021	12/31/2021	\$21.180	A	\$10.550		\$6.890		\$0.000	J		\$0.050		\$0.340		8.0		\$39.060	\$49.650	K	\$49.650	K	\$60.250		Scope of Work	Travel & Substance
#CARPET, LINOLEUM, HANDLER, FIRST 3 MONTHS			02/22/2021	12/31/2021	\$16.940	A	\$10.550		\$5.550		\$0.000	J		\$0.050		\$0.340		8.0		\$33.430	\$41.900	K	\$41.900	K	\$50.370		Scope of Work	Travel & Substance
#CARPET, LINOLEUM, HANDLER			02/22/2021	12/31/2021	\$19.070	A	\$10.550		\$6.230		\$0.000	J		\$0.050		\$0.340		8.0		\$36.240	\$45.780	K	\$45.780	K	\$55.310		Scope of Work	Travel & Substance
#ELECTRICIAN, COMM & SYSTEM INSTALLER			02/22/2021	11/30/2021	\$42.110		\$11.900		\$8.150	L	\$0.000		\$1.100		\$0.280	M	8.0		\$64.990	\$96.780	N	\$96.780	N	\$108.580		Scope of Work	Travel & Substance	
#ELECTRICIAN, COMM & SYSTEM TECH.			02/22/2021	11/30/2021	\$46.430		\$11.900		\$8.150	L	\$0.000		\$1.100		\$0.280	M	8.0		\$71.630	\$96.990	N	\$96.990	N	\$121.860		Scope of Work	Travel & Substance	
#ELECTRICIAN, INSIDE WIREMAN, TECHNICIAN			02/22/2021	02/27/2022	\$56.780	A	\$14.600		\$12.000	L	\$0.000		\$0.850		\$0.860	Q	8.0		\$96.570	\$115.800	P	\$115.800	P	\$145.040		Scope of Work	Travel & Substance	
#ELECTRICIAN, CABLE SPICER			02/22/2021	02/27/2022	\$63.660	A	\$14.600		\$12.000	L	\$0.000		\$0.850		\$0.860	Q	8.0		\$93.880	\$126.770	P	\$126.770	P	\$159.660		Scope of Work	Travel & Substance	
#FIELD SURVEYOR			02/22/2021	02/28/2022	\$49.630		\$13.880		\$12.010	R	\$4.870	S	\$1.210		\$0.190		8.0		\$81.790	\$106.600	T	\$106.600	T	\$131.420		Scope of Work	Travel & Substance	
#FIELD SURVEYOR			02/22/2021	02/28/2022	\$46.540		\$13.880		\$12.010	R	\$4.870	S	\$1.210		\$0.180		8.0		\$78.700	\$101.970	T	\$101.970	T	\$125.240		Scope of Work	Travel & Substance	
#FIELD CHANMAN/RODMAN			02/22/2021	02/28/2022	\$43.660		\$13.880		\$12.010	R	\$4.870	S	\$1.210		\$0.180		8.0		\$75.820	\$97.650	T	\$97.650	T	\$119.480		Scope of Work	Travel & Substance	
#GLAZIER			02/22/2021	06/30/2021	\$53.020	A	\$10.550		\$19.550	V	\$0.000		\$1.050		\$0.380	W	8.0		\$64.550	\$111.080	X	\$137.570		Scope of Work	Travel & Substance			
#MARBLE FINISHER			08/22/2020	07/31/2021	\$36.530	Z	\$10.750		\$5.340		\$0.000	J	\$0.450		\$0.870		8.0		\$93.940	\$72.210	AA	\$90.470		Scope of Work	Travel & Substance			
#MARBLE MASON			08/22/2020	07/31/2021	\$51.300	Z	\$10.750		\$16.120		\$0.000	J	\$0.800		\$1.190		8.0		\$60.160	\$105.810	AA	\$131.460		Scope of Work	Travel & Substance			
#PAINTER			02/22/2021	12/31/2021	\$45.170	H	\$10.550		\$14.070	R	\$0.000	J	\$0.860		\$0.380		8.0	D	\$71.030	\$93.610	AC	\$93.610	AC	\$116.200		Scope of Work	Travel & Substance	
#PAINTER			02/22/2021	12/31/2021	\$47.170	H	\$10.550		\$14.070	R	\$0.000	J	\$0.860		\$0.380		8.0	D	\$73.030	\$96.610	AC	\$96.610	AC	\$120.200		Scope of Work	Travel & Substance	
#PAINTER			02/22/2021	12/31/2021	\$49.170	H	\$10.550		\$14.070	R	\$0.000	J	\$0.860		\$0.380		8.0	D	\$75.030	\$99.610	AC	\$99.610	AC	\$124.200		Scope of Work	Travel & Substance	
#PAINTER			02/22/2021	06/30/2021	\$53.110	AE	\$10.550		\$16.980		\$0.000	J	\$0.860		\$0.640		8.0		\$82.240	\$108.790	AG	\$108.790	AG	\$135.350	AH	Scope of Work	Travel & Substance	
#PLASTERER			08/22/2020	06/30/2021	\$43.540	AI	\$13.780		\$17.340		\$0.000	E	\$1.230		\$1.200		8.0		\$77.090	\$95.880	AJ	\$95.880	AJ	\$114.630		Scope of Work	Travel & Substance	
#PLASTER TENDER			08/22/2020	06/30/2021	\$36.230		\$9.000		\$14.320		\$4.910		\$0.500		\$0.450		8.0		\$65.410	\$83.530	K	\$83.530	K	\$101.640		Scope of Work	Travel & Substance	
#PLUMBER, PIPE FITTER & REFRIGERATION FITTER (RVA/C) SERVICE TECHNICIAN			08/22/2020	06/30/2021	\$59.170	A	\$19.610		\$20.480	AL	\$0.000		\$2.100		\$1.700		8.0		\$103.060	\$132.640	E	\$132.640	E	\$162.230		Scope of Work	Travel & Substance	
#PLUMBER			08/22/2020	06/30/2021	\$59.280	A	\$19.610		\$20.480	AL	\$0.000		\$2.100		\$1.700		8.0		\$102.170	\$131.310	AM	\$131.310	AM	\$161.100		Scope of Work	Travel & Substance	
#PLUMBER			08/22/2020	06/30/2021	\$67.750	A	\$20.410	AN	\$19.690	AQ	\$0.000		\$2.400		\$0.350		8.0		\$110.600	\$147.850	E	\$147.850	E	\$176.900		Scope of Work	Travel & Substance	
#PLUMBER			02/22/2021	06/30/2021	\$29.900		\$11.650		\$3.000	AL	\$1.250		\$0.400		\$0.800		8.0		\$47.000	\$61.950	D	\$61.950	D	\$76.900		Scope of Work	Travel & Substance	
#PLUMBER			02/22/2021	06/30/2021	\$29.900		\$11.650		\$3.000	AL	\$1.250		\$0.400		\$0.800		8.0		\$47.000	\$61.950	D	\$61.950	D	\$76.900		Scope of Work	Travel & Substance	
PLUMBER, UNDERGROUND UTILITY PIPEFITTER			02/22/2021	06/30/2021	\$17.900		\$11.650		\$3.000	AL	\$1.250		\$0.400		\$0.800		8.0		\$35.000	\$43.950	D	\$43.950	D	\$52.900		Scope of Work	Travel & Substance	
PLUMBER, ASSISTANT JOURNEYMAN			02/22/2021	06/30/2021	\$17.900		\$11.650		\$3.000	AL	\$1.250		\$0.400		\$0.800		8.0		\$35.000	\$43.950	D	\$43.950	D	\$52.900		Scope of Work	Travel & Substance	
PLUMBER, LANDSCAPE JOURNEYMAN			02/22/2021	06/30/2021	\$17.900		\$11.650		\$3.000	AL	\$1.250		\$0.400		\$0.800		8.0		\$35.000	\$43.950	D	\$43.950	D	\$52.900		Scope of Work	Travel & Substance	
PLUMBER, UNDERGROUND UTILITY TRADESMAN			02/22/2021	06/30/2021	\$14.900		\$11.650		\$3.000	AL	\$1.250		\$0.400		\$0.800		8.0		\$32.000	\$39.450	D	\$39.450	D	\$46.900		Scope of Work	Travel & Substance	
PLUMBER, LANDSCAPE TRADESMAN I			02/22/2021	06/30/2021	\$14.900		\$11.650		\$3.000	AL	\$1.250		\$0.400		\$0.800		8.0		\$29.000	\$36.450	D	\$36.450	D	\$43.900		Scope of Work	Travel & Substance	

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE FOOTNOTE	HEALTH AND WELFARE	PENSION FOOTNOTE	PENSION	VACATION HOLIDAY FOOTNOTE	VACATION	TRAINING FOOTNOTE	TRAINING	OTHER PAYMENTS FOOTNOTE	OTHER	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
PLUMBER:	LANDSCAPE TRADSMAN II	AS	02/22/2021	06/30/2021	\$14.800	\$11.650	\$3,000	AL	\$1,250	\$0.000	\$0.000	\$0.400	\$0.400	\$0.800	\$0.800	8.0	\$32,000	\$38,450	\$38,450	\$38,450	\$38,450	\$46,900	\$46,900	Scope of Work	Travel & Subistence
PLUMBER:	SPRINKLER PROTECTION AND FIRE CONTROL SYSTEMS)		02/22/2021	08/01/2021	\$87.990	\$12,000	\$20,500		\$0.000	\$0.000	\$0.000	\$1,850	\$1,850	\$0.300	\$0.300	8.0	\$102,640	\$136,630	\$136,630	\$136,630	\$136,630	\$170,630	\$170,630	Scope of Work	Travel & Subistence
ROOFER	BITUMASTIC ENAMELER PIPE WRAPPER, COAL TAR PITCH BUILD-UP		08/22/2020	07/31/2021	\$40.520	\$11,050	\$7,500		\$4,100	\$4,100	\$0.750	\$0.750	\$0.750	\$0.700	\$0.700	8.0	\$64,620	\$84,880	\$84,880	\$84,880	\$84,880	\$105,140	\$105,140	Scope of Work	Travel & Subistence
ROOFER	MASTIC WORKER, KETTLEMAN		08/22/2020	07/31/2021	\$40.770	\$11,050	\$7,500		\$4,100	\$4,100	\$0.750	\$0.750	\$0.750	\$0.700	\$0.700	8.0	\$64,870	\$85,250	\$85,250	\$85,250	\$85,250	\$105,640	\$105,640	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	TOTAL SHEET CONTRACT OF \$200,000 OR LESS		08/22/2020	06/27/2021	\$64.080	\$14,850	\$29,740	AV	\$0.000	\$0.000	\$1,530	\$1,530	\$0.710	\$0.710	\$0.710	8.0	\$110,890	\$146,480	\$146,480	\$146,480	\$146,480	\$182,070	\$182,070	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	METAL MECHANIC CONTRACT OF \$200,000 OR LESS		08/22/2020	06/27/2021	\$55.920	\$14,850	\$29,200	AV	\$0.000	\$0.000	\$1,530	\$1,530	\$0.710	\$0.710	\$0.710	8.0	\$101,210	\$132,270	\$132,270	\$132,270	\$132,270	\$163,340	\$163,340	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	TECHNICIAN CONTRACT OF \$200,000 OR LESS		08/22/2020	06/27/2021	\$43.950	\$14,250	\$15,480	AV	\$0.000	\$0.000	\$1,430	\$1,430	\$0.710	\$0.710	\$0.710	8.0	\$75,820	\$99,050	\$99,050	\$99,050	\$99,050	\$122,270	\$122,270	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	CONDITIONING SPECIALIST CONTRACT OF \$200,000 OR LESS		08/22/2020	06/27/2021	\$39.580	\$14,250	\$10,210	AV	\$0.000	\$0.000	\$1,430	\$1,430	\$0.710	\$0.710	\$0.710	8.0	\$65,180	\$86,770	\$86,770	\$86,770	\$86,770	\$107,360	\$107,360	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	PRO (TOTAL CONTRACT OF \$200,000 OR LESS)		08/22/2020	06/27/2021	\$34.880	\$14,250	\$4,910	AV	\$0.000	\$0.000	\$1,410	\$1,410	\$0.710	\$0.710	\$0.710	8.0	\$55,990	\$73,840	\$73,840	\$73,840	\$73,840	\$91,720	\$91,720	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	AIR CONDITIONING PRO (TOTAL CONTRACT OF \$200,000 OR LESS)		02/22/2021	06/27/2021	\$40.820	\$14,250	\$10,460	AV	\$0.000	\$0.000	\$1,410	\$1,410	\$0.710	\$0.710	\$0.710	8.0	\$67,680	\$88,840	\$88,840	\$88,840	\$88,840	\$110,000	\$110,000	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	DECK & SIDING		08/22/2020	06/30/2021	\$44.450	\$14,530	\$20,400	AV	\$0.000	\$0.000	\$0.320	\$0.320	\$0.000	\$0.000	\$0.000	8.0	\$80,000	\$103,230	\$103,230	\$103,230	\$103,230	\$126,450	\$126,450	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER	BA	08/22/2020	06/30/2021	\$39.870	\$10,750	\$5,870		\$0.000	\$0.000	\$0.800	\$0.800	\$1,000	\$1,000	\$1,000	8.0	\$57,090	\$74,090	\$74,090	\$74,090	\$74,090	\$91,090	\$91,090	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER	BA	08/22/2020	06/30/2021	\$50.680	\$10,750	\$15,370		\$0.000	\$0.000	\$0.800	\$0.800	\$1,220	\$1,220	\$1,220	8.0	\$78,800	\$101,050	\$101,050	\$101,050	\$101,050	\$123,300	\$123,300	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER		08/22/2020	03/31/2021	\$30.220	\$10,310	\$5,300		\$1,000	\$1,000	\$0.620	\$0.620	\$1,050	\$1,050	\$1,050	8.0	\$48,710	\$63,820	\$63,820	\$63,820	\$63,820	\$78,930	\$78,930	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER		08/22/2020	03/31/2021	\$38.100	\$10,310	\$5,080		\$1,500	\$1,500	\$0.620	\$0.620	\$1,130	\$1,130	\$1,130	8.0	\$55,940	\$73,950	\$73,950	\$73,950	\$73,950	\$92,040	\$92,040	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER		08/22/2020	03/31/2021	\$49.530	\$10,310	\$7,800		\$2,500	\$2,500	\$1,170	\$1,170	\$1,750	\$1,750	\$1,750	8.0	\$73,060	\$97,620	\$97,620	\$97,620	\$97,620	\$122,590	\$122,590	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER		08/22/2020	07/31/2028	\$20.170	\$8,120	\$3,680		\$0.800	\$0.800	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	8.0	\$32,780	\$42,870	\$42,870	\$42,870	\$42,870	\$42,870	\$42,870	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER		08/22/2020	07/31/2028	\$17.880	\$8,120	\$3,680		\$0.720	\$0.720	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	8.0	\$30,390	\$39,320	\$39,320	\$39,320	\$39,320	\$39,320	\$39,320	Scope of Work	Travel & Subistence
SHSHEET METAL WORKER	FINISHER		02/22/2021	03/31/2021	\$14,000	\$8,120	\$3,680		\$0.580	\$0.580	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	8.0	\$26,390	\$33,390	\$33,390	\$33,390	\$33,390	\$33,390	\$33,390	Scope of Work	Travel & Subistence

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FOOTNOTES

- EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS, CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAP/WAGE/PWAPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAP/WAGE/PWAPWAGESTART.ASP).
- THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- INCLUDES AMOUNT FOR VACATION AND DUES CHECK OFF.
- RATE APPLIES TO FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- WEATHER.

- J INCLUDED IN BASIC HOURLY RATE.
- K RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- L IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- M IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- O AMOUNT IS FOR INDUSTRY FUND.
- P RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- Q ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- R INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- S INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- T RATE APPLIES TO DAILY OVERTIME HOURS UP TO AND INCLUDING 12 HOURS WORKED IN A WORKDAY OR OTHER OVERTIME HOURS BEYOND 40 HOURS IN A WORKWEEK. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT THERE ARE LESS THAN 40 HOURS WORKED MONDAY THROUGH FRIDAY, THEN THE BALANCE OF HOURS WORKED UP TO AND INCLUDING 40 HOURS FOR THE WORKWEEK, OR UP TO 8 HOURS FOR THE WORKDAY, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- U CERTIFIED MANIPULATOR WORK SHALL RECEIVE \$1.25 PER HOUR ABOVE THE BASIC WAGE RATE
- V INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- W INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- X RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- Y EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- Z INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- AA RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AB EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: WALL COVERING (\$2.00 PER HOUR), EXOTIC MATERIALS (\$1.25 PER HOUR) AND LEAD ABATEMENT/REMOVAL (\$1.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL, \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AC RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AD EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AE EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AF INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AG RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AH DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AI INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$10.00 PER DAY ABOVE THE WAGE RATE.
- AJ RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AK RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AL PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AM SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
- AN INCLUDES AN AMOUNT OF \$0.50 FOR HEALTH REIMBURSEMENT ACCOUNT WHICH IS FACTORED INTO OVERTIME. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AO INCLUDES AN AMOUNT OF \$6.00 FOR 401A SUPPLEMENTAL PENSION WHICH IS FACTORED INTO OVERTIME. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AP THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AQ THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.
- AR THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AS THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.
- AT APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT CONDITIONS OVER WHICH THE POSING CONTRACTOR HAS NO CONTROL, (I.E. ADVERSE WEATHER, PROJECT DELAYS, LOGISTICAL PROBLEMS, GENERAL CONTRACTOR OR BUILDING OWNER REQUIREMENTS, ETC.) PREVENT EMPLOYEES FROM WORKING ON ONE OR MORE DAYS DURING THE REGULAR WORK WEEK, WORK PERFORMED ON SATURDAY MAY BE PAID AT THE STRAIGHT TIME RATES.
- AU INCLUDES SMOHAT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AV INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AW INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- AX RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.
- AY INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.
- AZ INCLUDES \$0.05 FOR SCHOLAR FUND.
- BA THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- BB INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- BC INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.
- BD RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY: \$1.35 AFTER 2 YEARS; \$1.45 AFTER 5 YEARS; \$1.60 AFTER 10 YEARS
- BE COMPUTATION IS BASED ON THE LOWEST VACATION AMOUNT. THESE RATES SHOULD BE INCREASED BY ANY ADDITIONAL VACATION/HOLIDAY PAY THAT IS REQUIRED.
- BF RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY: \$1.27 AFTER 2 YEARS; \$1.37 AFTER 5 YEARS; \$1.52 AFTER 10 YEARS.
- BG RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY: \$1.13 AFTER 2 YEARS; \$1.23 AFTER 5 YEARS; \$1.38 AFTER 10 YEARS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR GRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT

DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPrevWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPrevWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE, IN ACCORDANCE WITH LABOR CODE SECTIONS 1772.1 AND 1772.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPrevWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPrevWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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Section 5

Special Conditions

Special Conditions

Charging Station Installation

IFB #2025-04

DBE Program and Participation

Policy Statement

Eastern Contra Costa Transit Authority (ECCTA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 Code of Federal Regulations (CFR) Part 26. As a recipient of Federal financial assistance from the DOT, ECCTA has signed an assurance that it will comply with 49 CFR Part 26.

General

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

It is the policy of ECCTA to ensure nondiscrimination in the award and administration of all contracts. Pursuant to 49 C.F.R. Section 26.13 and as a material term of any agreement with ECCTA, the contractor hereby makes the following assurances and agrees to include this assurance in any agreements it makes with contractors 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 C.F.R. 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 ECCTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.”

Any contractor who would like to request additional information or ask questions regarding ECCTA’s DBE Program may contact Maceo Wiggins, DBE Liaison Officer, 801 Wilbur Avenue, Antioch, CA 94509, telephone (925) 754-6622, fax (925) 757-2530, civilrights@eccta.org.

List of Subcontractors

All listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq. All subcontractors must be currently registered with the DIR.

Discrimination Prohibited

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, national origin or sex.

Prompt Payment to Subcontractors

The contractor shall also pay any permitted subcontractors for work that has been satisfactorily performed no later than 10 business days from the date of contractor's receipt of payments from ECCTA. Within 10 business days of satisfactory completion of all work required of the subcontractor, the contractor shall release to the subcontractor any retainage payments withheld.

Any delay or postponement of payment to subcontractors for satisfactory work performance may take place only for good cause and with ECCTA's prior written approval. If the contractor determines the work of the subcontractor to be unsatisfactory, it must notify ECCTA immediately in writing and state the reasons.

If the contractor fails or refuses to comply with requirements of this prompt payment clause, ECCTA will issue an order stopping all or part of the payment or work until satisfactory action is taken. If the contractor still fails to comply, ECCTA may issue a termination for default proceeding.

Veteran's Preference

In accordance with 49 U.S.C. Section 5325(k), to the extent practicable, the contractor will give a hiring preference to veterans, as defined in 5 U.S.C. Section 2108, who have the skills and abilities required to perform construction work. This preference does not extend to any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Civil Rights Requirements

Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and federal transit law at 49 U.S.C. Section 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:

Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e and federal transit laws at 49 U.S.C. Section 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations,

"Office of Federal Contract Compliance programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project.

During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex or age. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
- Such action 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 setting forth the provisions of this non-discrimination clause.
- The contractor will, in all solicitations or advertisements 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, or national origin.
- The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said 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 notices in conspicuous places available to employees and applicants for employment.
- The contractor will comply with all provisions of Executive Order 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency 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 the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be

imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or contractor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however that in the event a contractor becomes involved in, or is threatened with litigation with a sub-consultant or contractor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and federal transit law at 49 U.S.C. Section 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the contractor agrees that it will comply with requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act," C.F.R. part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. Section 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Davis-Bacon Act

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – ECCTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, ECCTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to ECCTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determine that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts, 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contract Work Hours and Safety Standards Act

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - ECCTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Contractor's Organization and Equipment

Licenses and Registration

At the time of bidding and throughout the period of the contract, bidders and/or their technicians must possess the following licenses and registration:

- State of California Class C-10 contractor's license
- Business License
- Contractor's registration number with the California Department of Industrial Relations

Failure to possess the above specified licenses and registration number at the time of bid opening shall render the bid as non-responsive.

Character of Workers

If any subcontractor or person employed by the contractor shall appear to ECCTA to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of ECCTA, and such person shall not again be employed on the work.

Environmental Matters

Dust Control

The contractor shall provide, if requested by ECCTA during heavy winds, suitable means for dust control by applying either water or dust palliative for operations within the limits of the work. Dust control work shall be performed in such a manner to prevent dust at all times, including during non-working hours. Full compensation for providing dust control shall be considered included in the prices paid for the various contract items of work, and no additional compensation shall be allowed therefore.

If dust control is not performed in a manner satisfactory to ECCTA, then work shall either be suspended until such a time that the dust control measures are sufficient or dust control may be performed by ECCTA, or its designee, and ECCTA will deduct all costs it incurs performing dust control, plus 25% from amounts due or that become due to contractor.

Noise and Sound Control

The contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

The noise level from the contractor's operations shall not exceed 80 dBA at a distance of 50 feet between the hours of 7:30 a.m. and 5:00 p.m. Construction services shall be restricted to the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday. No construction will be held on weekends or federal holidays.

Said noise level requirement shall apply to all equipment on the job, or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the

contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Stormwater Pollution Prevention

The contractor shall identify and implement the specific Best Management Practices (BMP) it proposes to use in the performance of the work under this contract to prevent the discharge of pollutants into surface waters, groundwater, or storm and sewer systems. The contractor shall keep a copy of its BMP on site at all times and shall make it available to ECCTA and regulatory officials upon request.

The contractor is advised that implementation of its BMP does not relieve the contractor of compliance with other State, County, and local governments' regulations including those relating to storm water management or non-point source runoff controls.

Upon completion of the work, the contractor shall provide information and otherwise assist ECCTA in revising and updating ECCTA's current documents for on-going storm water monitoring as necessary to reflect any changes created by the work of this contract.

The contractor's duty to indemnify, defend and hold harmless ECCTA, its elected and appointed officials, agents and employees as provided in the contract documents shall apply, without limitation, to proceedings, fines, penalties, judgments, and other liabilities arising from contractor's actual or alleged failure to comply with the California State Water Resources Control Board requirements.

Environmental Protection

The contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to the project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. Section 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. Section 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The contractor also recognizes that U.S. EPA, FHWA and other federal agencies have issued, and in the future are expected to issue, federal regulations and directives that may affect the project. Thus, the contractor agrees to comply, and assures the compliance of each subcontractor and each third party contractor, with any applicable federal laws, regulations and directives as the federal government are in effect now or become effective in the future, except to the extent the federal government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and ECCTA. The contractor understands and agrees that those laws, regulations, and directives may not constitute the contractor's entire obligation to meet all federal environmental and resource conservation requirements.

National Environmental Policy

ECCTA is obligated to facilitate FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. Section 4321 through 4335 (as restricted by 42 U.S.C. Section 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. Section 4321 note; FTA statutory requirements at 49 U.S.C. Section 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. Section 139 and 326 as well as to amendments to 23 U.S.C. Section 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

Clean Air Requirements

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401, et. seq. The contractor agrees to report each violation to ECCTA and understands and agrees that ECCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

Clean Water Requirements

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to ECCTA and understands and agrees that ECCTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

Recycled Products Requirements

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

Privacy Act

The following requirements apply to contractor and any of its employees that may administer any system of record on behalf of the federal government under any contract:

The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirement of the Privacy Act of 1974, U.S.C. Section 552a.

Among other things, the contractor agrees to obtain the express consent of the federal government before the contractor or its employees are a system of record on behalf of the federal government.

The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the FTA.

FTA Funding Requirement

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between ECCTA and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to do so comply shall constitute a material breach of this contract.

Conflict of Interest

The contractor understands that its professional responsibility is solely to ECCTA. The contractor warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this contract. The contractor shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this contract. If the contractor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this contract, the contractor shall promptly disclose the relationship to ECCTA and take such action as ECCTA may direct to remedy the conflict.

The contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of contractor's services hereunder.

The contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

The contractor is not a designated employee within the meaning of the Political Reform Act because contractor:

- Will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation or counsel independent of the control and direction of ECCTA or of any ECCTA official other than normal contract monitoring.
- Possesses no authority with respect to any ECCTA decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a) (2)).

No Federal Government Obligation to Third Parties

ECCTA and contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to ECCTA, contractor, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

The contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements of Related Acts

The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying agreement, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the federal government deems appropriate.

The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the contractor, to the extent the federal government deems appropriate.

The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Disputes, Breaches, Defaults, and Litigation: Additional Notice to U.S. DOT Inspector General.

ECCTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which ECCTA is located, if ECCTA has knowledge of potential fraud, waste, or abuse occurring on as part of the contract. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this contract or another agreement between the ECCTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of ECCTA. It also applies to subcontractors at any tier in relation to the contract. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of ECCTA. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of ECCTA, including divisions tasked with law enforcement or investigatory functions.

The contractor shall include a similar provision in its subcontracts at every tier in relation to the contract.

Federal Changes

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation, those listed directly or by reference in the master agreement between ECCTA and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

Records

The contractor and its subcontractors shall establish and maintain complete records pertaining to the contract. The contractor and subcontractors accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under the contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit the U.S. Secretary of Transportation, the Comptroller General of the United States, the State of California, ECCTA and/or their authorized representatives to inspect and examine the contractor's books, records, accounts, and any and all data relevant to the contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by the contractor pursuant to the contract and shall provide such assistance as may be reasonably required in the course of such inspection.

The contractor shall not dispose of, destroy, alter, or mutilate said books, records, accounts, and data for three years after the termination of the contract. ECCTA reserves the right to examine and re-examine said books, records, accounts, and data during the three-year period following the termination of the

contract. In addition, the parties to the contract shall be subject to the examination and audit by a representative of the Auditor General of the State of California for a period of three years after final payment under the contract.

Disclosure of Governmental Positions

Depending on the nature of the work performed, a consultant to ECCTA may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law (California Government Code, Section 1090 et seq.) that govern ECCTA employees and officers. In order to analyze possible conflicts that might prevent a consultant from acting on behalf of ECCTA or other governmental agency prior to contract award, ECCTA requires that all potential participants disclose in their Bids any positions that they hold as director, officer, consultant, or employee of any governmental agency. Additional disclosure may be required prior to contract award or during the term of the contract. Responses will be kept confidential to the extent permitted by law.

Therefore, each contractor and sub-consultant should complete and submit with bid documents the "Disclosure of Governmental Positions Form" in Section 10 of this IFB, whether or not any owner or employee of the firm currently hold positions as directors, officers, consultants, or employees of a governmental agency or have held such positions in the past twelve months.

Certification of Eligibility

By entering into this contract, the bidder certifies that neither it (nor he or she) or any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3A of the Davis-Bacon Act or 29 C.F.R. Section 5.12 (a)(1).

Bidders shall complete and submit with bid documents the "Certification of Eligibility" form in Section 10 of this IFB.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. Section 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 8 U.S.C. Section 1001.

Incorporation of Federal Transit Administration (FTA) Terms

All contractual provisions required by U.S. DOT, as set forth in FTA circular 4220.1F, dated March 18, 2013, whether or not expressly set forth in the contract provisions herein, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract document.

The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ECCTA requests, which would cause ECCTA to be in violation of the FTA terms and conditions.

The contractor shall complete and submit with Bid documents the "Incorporation of Federal Transit Administration (FTA) Terms" form in Section 10 of this IFB.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The contractor is required to verify that none of the contractor, its principals, as defined at 2 C.F.R. 180.905, or affiliates, as defined at 2 C.F.R. 180.995, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.935.

For this purpose, the contractor must complete and submit with bid documents the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form in Section 10 of this IFB. The contractor also agrees to include this provision in any subcontract exceeding \$100,000 and to obtain a similar certification from any subcontractor seeking a subcontract exceeding \$100,000 and forward the certification to ECCTA.

Certification Regarding Lobbying

The contractor shall complete and submit with bid documents the certification required by 49 C.F.R. part 20, "Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements" form in Section 10 of this IFB. Contractors shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

The contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contact on its behalf with non-federal funds with respect that federal contract, grant or award covered by 31 U.S.C. Section 1352. Such disclosures shall be forwarded to ECCTA. The contractor shall ensure that all of its sub-consultants under this contract shall certify the same. ECCTA is responsible for keeping the certification of the contractor, who is in turn responsible for keeping the certification forms of sub-consultant.

Fly America Requirements

The contractor agrees to comply with 49 U.S.C. Section 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301.10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

The contractor shall complete and submit with Bid documents the "Fly America" form in Section 10 of this IFB.

Cargo Preference Requirements

The Bidder agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract by ocean vessels to the extent such vessels; (b) to furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to ECCTA (through the Bidder in the case of a sub-contractors bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Bidders shall complete and submit with Bid documents the "Cargo Preference" form in Section 10 of this IFB.

Buy America Requirements

In accordance with Section 165 of the Surface Transportation Assistance Act of 1982, P.L. 97-424, January 6, 1983, and its implementing regulations at 49 C.F.R. Part 661, certain federal funds may not be obligated for mass transportation projects unless steel, iron, and manufactured products used in such projects are produced in the United States. There are four exceptions to this basic requirement: (1) if its application is not in the public interest; (2) if materials and products being procured are not produced in the United States in sufficient and reasonable available quantities and of a satisfactory quality; (3) in the case of the procurement of rolling stock, if the cost of components which are produced in the United States is more than 70 percent of the cost of all components, and if final assembly takes place in the United States; or (4) if the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

For a bid response to be considered complete, each bidder must complete and submit with the bid the portion of the Buy America certificate that is applicable to it and submit this certificate with the IFB documents. The Buy America certificate is in Section 10 of this IFB. On the certificate, each contractor will indicate whether it can comply with the general requirements or whether it may qualify for one of the specified exceptions. In the latter event, ECCTA, on behalf of the contractor, will tender the request for exception(s) to FTA for review and approval. Bidders are advised to review the specific Buy America requirements contained in the regulations at 49 C.F.R. part 661

Contractor/Subcontractor Worker Classification

Bidders shall complete and submit with bid documents the certification regarding "Contractor/Subcontractor Worker Classification" form in Section 10 of this IFB.

Prohibition on telecommunication and video surveillance equipment

The contractor will not provide any equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system, in compliance with 2 CFR 200.216.

Americans with Disabilities Act

Bidders shall complete and submit with bid documents the certification regarding “Americans with Disabilities Act” form in Section 10 of this IFB.

Seat Belt Use

The contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. “Company-owned” and “company-rented” refer to vehicles owned or leased by the contractor.

Distracted Driving

The contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract or when performing any work for or on behalf of the contract. The contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the risks associated with texting while driving. The contractor further agrees to include this clause in each subcontract awarded at each tier.

Section 6

Scope of Work

General Scope of Work

The project scope entails the installation of (3) ChargePoint Express Plus (EXPP) Power Blocks and (6) Power Link 1000 dual port chargers. This will provide sequential charging to (12) parking spaces, with up to (6) simultaneous charging sessions, maximizing the use of infrastructure.

Please review the below scope relating to the replacement of existing charging equipment and installation of ChargePoint Express Plus Equipment:

1. Project Engineering and Plans in coordination with ChargePoint Pre-Engineering Design CD50, CP Design Guides, Installation Guides and all AHJ requirements as Required for All AHJ Review Approval.
2. All Permits required by AHJ.
3. Remove and dispose of existing Charging Equipment, wire and conduit back to MDP. Cap or Cut Flush and Seal Underground conduits where excavation is not required or equipment pad is being reused.
4. Install (3) new 350A 3ph 480v breakers with hardware equipment in existing MDP.
5. Furnish civil services & equipment for trench, excavation, backfill & patch where required.
6. Reuse existing surface mount conduit rack with New Power Block SCEK (CP Surface Conduit Entry Kit) to route conduit from MDP to Power Block to Power Link.
7. Furnish and Install concrete pad(s) for (6) PL1000 dual port Power Links. Reuse or remove existing equipment concrete pads as necessary.
8. Furnish and Install concrete pad for (3) EXPP 200kw Power Blocks.
9. Furnish and Install ALL conduit, conductors and communication cable per drawings.
10. Mount/assemble owner supplied EXPP equipment.
11. Coordinate Commissioning and Activation with ChargePoint.

Due to the size of the project and equipment documents for this bid, bidders are directed to download them from either:

- The Bid Express portal: <https://www.bidexpress.com/businesses/72695/home>
- ECCTA's Procurement website: <https://trideltatransit.com/work-with-us/procurement/>

Section 7

Request for Substitution Form

REQUEST FOR SUBSTITUTION

Page 1 of 2

Project:

Substitution Request Number:

To:

From:

Re:

Date:

Project Number:

Contract For:

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution:		
Manufacturer:	Address:	Phone:
Trade Name:		Model No.:
Installer:	Address:	Phone:

History:

- ☐ New Product
- ☐ 2-5 years old
- ☐ 5-10 years old
- ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached.

Reason for not providing specified item:

Similar Installation:

Project:	Architect:
Address:	Owner:

Date Installed:

Proposed substitution affects other parks of work: ____ Yes ____ No; explain:

Savings to ECCTA for accepting substitution:

Proposed substitution changes contract time: ____ Yes ____ No [Add][Deduct]days _____

Supporting Data Attached:

- ☐ Drawings
- ☐ Product Data
- ☐ Samples
- ☐ Tests
- ☐ Report

REQUEST FOR SUBSTITUTION (CONTINUED)

The undersigned certifies that:

- The proposed substitution has been fully investigated and determined to be equal or superior in all respects to the original specified product.
- The same warranty will be furnished for the proposed substitution as for the original specified product.
- The same maintenance service and source of replacement parts, as applicable, is available.
- The proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- The cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- The proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution, if applicable.
- Coordination, installation, and changes in the work as necessary for accepted substitution will be complete in all respects.

Submitted by:
Signed by:
Firm:
Address:
Telephone:
Attachments:

ECCTA'S REVIEW AND ACTION

- ☐ Substitution Approved – Prepare submittals.
- ☐ Substitution Approved, as noted – Prepare submittals.
- ☐ Substitution Rejected – Use specified materials.
- ☐ Substitution Request received too late – Use specified materials.

Signed by: _____ Date: _____

Additional Comments:

- | | |
|--|-------|
| <input type="checkbox"/> Contractor | _____ |
| <input type="checkbox"/> Subcontractor | _____ |
| <input type="checkbox"/> Supplier | _____ |
| <input type="checkbox"/> Manufacturer | _____ |

Section 8

Bid Form

BID COVER FORM**For
IFB #2025-04**

Eastern Contra Costa Transit Authority (ECCTA)
Antioch, CA

DATE SUBMITTED: _____

NAME OF INDIVIDUAL SUBMITTING BID: _____

CONTACT PERSON: _____

NAME UNDER WHICH BUSINESS IS CONDUCTED: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____

FAX: _____

PLEASE COMPLETE THE FOLLOWING TWO BOXES.

The names of all persons interested in the foregoing bid as principals are as follows:	
1.	2.
3.	4.

Bidder holds California Contractor's License No.:	
Classification:	The license expiration date is:
Department of Industrial Relations (DIR) registration number:	
<i>Bidder declares under penalty of perjury that the foregoing is true and correct.</i>	

CONDITIONS:

1. The undersigned understands that they will be bound by the bid as expressed by these forms if an award is made by ECCTA. The contract will be in accordance with this bid.
2. The Invitation for Bid, Information for Bidders, General Conditions, Scope of Work, Special Conditions, Bid Forms, Required Certifications, and Addenda, if any, are made a part of this bid.

3. The undersigned understands that any clarification made to the bid form or any new and different conditions or information submitted in or with the bid form, other than that requested, may render the bidder unresponsive.
4. The undersigned acknowledges the receipt of the following addenda:

5. The undersigned understands that ECCTA reserves the right to reject any or all bids or to waive any informality or technicality in any bid in the interest of ECCTA.
6. The undersigned understands that all bids shall remain in effect for sixty calendar days from the day of the bid opening.
7. The undersigned certifies that the bidder and list of subcontractors are currently registered with the Department of Industrial Relations.
8. The undersigned understands that the award of the bid shall only be made to a contractor and subcontractors who are currently registered with the Department of Industrial Relations.
9. The undersigned has carefully examined the location of the proposed work, the annexed proposed form of contract, and the contract documents therein referred to.
10. The undersigned certifies that the bid includes all costs for labor, materials, taxes, insurance, overhead, profits, storage, delivery, and all other costs necessary to perform the work in accordance with the contract documents.
11. The undersigned acknowledges that if this bid is accepted and the undersigned shall fail to contract with and give the required bonds and evidence of the required insurance within the time period specified in the Instruction to Bidders, ECCTA may void this bid and cause a forfeiture of the undersigned's bid security as provided in the Information for Bidders.
12. The undersigned will place the bid package in one or more sealed envelopes marked and deliver them to ECCTA in manner, and by the times, provided in the IFB.

WORK ITEM PRICES

The following bid item list includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the contract documents. The **Grand Total Bid Amount** set forth below will be used to determine apparent low bid.

Removal and disposal of 4 old EV chargers: _____

Installation of 3 new EV chargers: \$ _____

GRAND TOTAL: _____

Any errors or inconsistencies shall be resolved by ECCTA as provided in the Information for Bidders above.

IF INDIVIDUAL OR SOLE OWNER OF BUSINESS:

Signature and Printed Name

IF PARTNERSHIP OR JOINT VENTURE:

The undersigned certify that we have full and proper authority to sign this bid form.

Partnership or Joint Venture Composed of:

Signature, Printed Name, Title, and Company Name

Signature, Printed Name, Title, and Company Name

Partnerships and Joint Ventures must complete and submit the Power of Attorney form included with these bid documents.

IF CORPORATION:

The undersigned certify that we sign this bid form with full and proper authorization to do so. We also have included a fully executed Power of Attorney form identifying the Managing Sponsor in our bid packet.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

The Corporation is incorporated under the laws of the State of: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That _____ (name of partnership/joint venture/corporation) which is desirous of entering into a contract with the Eastern Contra Costa Transit Authority, do so hereby designate and appoint _____ (one of the general partners/ventures' or officer of the corporation) hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the _____ (name of partnership/joint venture/corporation), to execute a bid for IFB #2025-04 and to execute and enter into a contract with the Eastern Contra Costa Transit Authority, and to represent and bind the partnership/joint venture/corporation, in all matters in connection with such bid and contract, and the undersigned specifically acknowledge and agree that the execution of such bid or contract by the Managing Sponsor shall constitute the agreement of each general partner/venturer/corporation to be jointly and severally liable for any and all of the duties and obligations of the partnership/joint venture/corporation arising from such bid or contract.

In witness whereof the undersigned have executed this Power of Attorney this ____ day of _____, 20__.

Company Name: _____

By: _____

Title: _____

Subscribed and Sworn to before me

This ____ day of _____, 20__.

Notary Public in and for State of _____

Residing at _____

Section 9

Bonds

BID GUARANTY

KNOWN ALL PERSONS BY THESE PRESENTS:

WHEREAS, Eastern Contra Costa Transit Authority (hereinafter referred to as “Owner”) and _____ (hereinafter referred to as “Contractor”), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the installation of electric bus chargers, IFB #2025-04 (hereinafter referred to as the “Charger Installation”) ; and

WHEREAS, Contractor is required by the terms of the Charger Installation contract to furnish a bid guaranty for all terms and conditions of the contract;

NOW, THEREFORE, Contractor as principal, and _____ (hereinafter referred to as “Surety”), 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, are held and firmly bound unto Owner in the sum of _____ Dollars (\$ _____) (being at least ten percent (10%) of the total amount of contractor’s bid) lawful money of the United States, for the payment of which sum well and truly to be made as provided in this bid guaranty.

Contractor and Surety, jointly and severally, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has submitted its bid for the project entitled Charger Installation, IFB #2025-04 to the Owner, said bid, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if said bid is rejected or, in the alternate, if said bid is accepted and the Contractor signs and delivers a contract and furnishes a performance bond and payment bond, in the form and within the time required by the bid and the contract documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the Contractor shall be forfeited to the Owner, it being expressly understood and agreed that the liability of the Surety for any and all default of the Contractor shall be the amount of this obligation as herein stated, as liquidated damages.

Such forfeiture and liquidated damages under this bond shall be without prejudice to the Owner’s right to pursue any excess actual damages from the Contractor for breach of contract or otherwise.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall not be impaired or affected by any extension of the time within which the Owner may accept such bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the and judgment is recovered, the Surety shall pay, in addition to the sum set forth above, all costs incurred by the Owner in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court.

BID GUARANTY (CONTINUED)

Contractor, as Principal

By: _____

Its: _____

Address: _____

Fax: _____

Surety

By: _____

Its : _____

Address: _____

Fax: _____

NOTE: SIGNATURES OF THOSE EXECUTING FOR SURETY MUST BE PROPERLY
ACKNOWLEDGED. THE BOND MUST BE ACCOMPANIED BY A POWER OF ATTORNEY
FROM THE SURETY AUTHORIZING ITS AGENT TO BIND IT TO THIS BOND.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Eastern Contra Costa Transit Authority (hereinafter referred to as “Owner”) and _____ (hereinafter referred to as “Contractor”), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the IFB #2025-04 Charging Station Installation (hereinafter referred to as the “Charger Installation”); and

WHEREAS, the Contractor is required by the terms of IFB #2025-04 to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Charger Installation contract;

NOW, THEREFORE, the Contractor, as principal, and _____ (hereinafter referred to as “Surety”), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this payment bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for work, labor, materials, equipment, services, or other items furnished for use and actually used in the performance of the Charger Installation contract, which is incorporated herein by reference.
2. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.
3. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.
4. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
5. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with 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 Owner’s rights against the other.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Charger Installation contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Charger Installation contract, or to the work to be performed thereunder..
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with 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 Owner's rights against the other.
8. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.
9. Notice to Surety, Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
10. This payment bond has been furnished to comply with Civil Code section 9550 et seq.. Any provision in this payment bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this payment bond shall be construed as a statutory bond and not as a common law bond.
11. Upon request by any person or entity appearing to be a potential beneficiary of this payment bond, the Contractor shall promptly furnish a copy of this payment bond or shall permit a copy to be made.
12. DEFINITIONS
 - 14.1 Claimant: An individual or entity identified in California Civil Code sections 3181 or 3248.
 - 14.2 Charging Installation contract: The agreement between Owner and the Contractor identified above, including all contract documents and changes thereto.

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

FAX: _____

FAX: _____

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

FAITHFUL PERFORMANCE BOND

THIS FAITHFUL PERFORMANCE BOND (**Bond**) is dated _____, 202__ is in the amount of _____ (**Penal Sum**), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to _____ (**Contractor**), _____ (**Surety**), Eastern Contra Costa Transit Authority (**Owner**), or other party shall be considered plural where applicable.

CONTRACTOR:

Name

Address

City/State/Zip

SURETY:

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

Contract for the Charger Installation, IFB #2025-04, dated _____, 202__, in the amount of _____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name: _____

Title: _____

SURETY

Company: (Corp. Seal)

Signature: _____

Name: _____

Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner provides Surety with written notice that Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2. Owner has agreed to pay the Balance of the Contract Sum:
 - 3.2.1. To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2. To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When Owner has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without Owner's consent; or
 - 4.3. Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor or Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under

Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment's calculation. If Owner accepts Surety's tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by Owner and Surety at the time of tender. If Owner disputes the amount of Surety's tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.

5. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
 - 6.1. Contractor's obligations to complete the Construction Contract and correct Defective Work;
 - 6.2. Contractor's obligations to pay liquidated damages; and
 - 6.3. To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).
7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes Owner to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which Owner is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.

9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the contract documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of Sonoma County, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
14. **Definitions**
 - 14.1. **Balance of the Contract Sum:** The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved change orders.
 - 14.2. **Construction Contract:** The contract between Owner and Contractor identified on the signature page of this Bond, including all contract documents and changes thereto.
 - 14.3. **Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to “default” or any other condition allowing a termination for cause as provided in the Construction Contract.

- 14.4. **Owner Default:** Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

Section 10

Required Certifications

Required Certifications

All forms must be properly signed and notarized (as required) and returned with the Bid Form.

- ☐ Affidavit Concerning Conflicts of Interest and Non-Competitive Practices
- ☐ Americans with Disabilities Acts
- ☐ Buy America Certification
- ☐ Cargo Preference – Use of United States Flag Vessels
- ☐ Certification of Eligibility
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Certification Regarding Workers' Compensation
- ☐ Certification Concerning Control of Employee or Contractor
- ☐ Contractor/Subcontractor Worker Classification
- ☐ Contractor's Experience and Qualifications
- ☐ Disclosure of Governmental Positions
- ☐ Drug-Free Workplace Certification
- ☐ Fair Employment Practices Certificate
- ☐ Fly America Requirements
- ☐ Incorporation of Federal Transit Administration (FTA) Terms
- ☐ List of Subcontractors
- ☐ Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ☐ Non-Collusion Affidavit
- ☐ Proposed Major Material Suppliers

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST AND
NON-COMPETITIVE PRACTICES**

State of: _____

County of: _____

A. **Conflict of Interest.** That the bidder by entering into this contract with ECCTA to perform or provide work, services or materials to ECCTA has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the bidder or its agents, employees or representative hereafter acquires such a conflict of interest, it shall immediately disclose such interest to ECCTA and take action immediately to eliminate the conflict or to withdraw from this contract, as ECCTA may require.

1. **Contingent Fees and Gratuities.** That the bidder, by entering into this contract with ECCTA to perform or provide services or material for ECCTA has thereby covenanted, and by this affidavit does again covenant and assure: That no person or selling agency except bona fide employees or designated agents or representative of the bidder has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts or other, were offered or given by the bidder or any of its agents, employees or representatives, to any official, member or employee of ECCTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
3. That no contracts of communication or lobbying efforts were made by bidder, its agents or officer with any member of the Board of Directors or staff of ECCTA with regard to this process.

Company Name

By

Title

Subscribed and Sworn to before me

This _____ day of _____, 20____.

Notary Public in and for State of _____

Seal _____

AMERICANS WITH DISABILITIES ACT

The contractor and any of its subcontractors under this contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 **et seq.**; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following regulations and any Addendums thereto.

Authorized Signature: _____

Date: _____

BUY AMERICA CERTIFICATE

(Steel, Iron or Manufactured Products)

Certification requirement for procurement of steel, iron, or manufactured products

CERTIFICATE OF COMPLIANCE

The contractor hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.

____ Firm Name
____ Signature of Authorized Official
____ Name and Title of Authorized Official
____ Date

CERTIFICATE OF NON-COMPLIANCE

The contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j) (1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j) (2) (B) or (j) (2) (D) and the regulations in 49 C.F.R. 6617.7.

____ Firm Name
____ Signature of Authorized Official
____ Name and Title of Authorized Official
____ Date

CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS

Pursuant to 46 U.S.C. §1241 46 and C.F.R. Part 381, the bidder agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 business days following the date of loading for shipments originating within the United States, or within 30 business days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the bidder in the case of a sub-contractor’s bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Date: _____

Signature: _____

Title: _____

Company Name: _____

CERTIFICATION CONCERNING CONTROL OF EMPLOYEES

The bidder, by entering into this contract with ECCTA to perform or provide work, services, or materials to ECCTA, does hereby certify and assure that in performing the services under this contract, the bidder shall act as an independent bidder and shall have full control of the work and bidder's employees. The bidder, and its employees, in no circumstances whatsoever shall imply or be considered as an agent(s) or employee(s) of ECCTA. The bidder's employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which ECCTA provides its own employees.

Any infraction of this certification shall be cause for termination of this contract.

PRINTED NAME

SIGNED

AUTHORIZED REPRESENTATIVE OF BIDDER

TITLE

DATE

CERTIFICATION OF ELIGIBILITY

The _____ (name of bidder) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons of firms currently debarred for violations of various public contracts incorporating labor standard provisions.

SIGNED: _____

TITLE: _____

DATE: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Pursuant to 49 C.F.R. Part 29, Appendix B)

By signing and submitting this bid, the bidder is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The bidder shall provide immediate written notice to the Eastern Contra Costa Transit Authority if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “*covered transaction*,” “*debarred*,” “*suspended*,” “*ineligible*,” “*lower tier covered transaction*,” “*participant*,” “*person*,” “*primary covered transaction*,” “*principal*,” “*bid*,” and “*voluntarily excluded*,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 C.F.R. Part 29). You may contact the Eastern Contra Costa Transit Authority for assistance in obtaining a copy of those regulations.

The bidder agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department of agency with which this transaction originated.

The bidder further agrees by submitting this bid that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the sub-contractor.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

1. The bidder certifies, by submission of this bid or bids, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. If bidder is unable to certify to the statements in this certification, bidder shall attach an explanation to this bid.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

CERTIFICATE REGARDING WORKERS' COMPENSATION

Contract with the EASTERN CONTRA COSTA TRANSIT AUTHORITY, 801 Wilbur Avenue, Antioch, California 94509, for the removal of four EV charging stations and the installation of three EV charging stations.

IFB #2025-04

Labor Code Section 3700:

“Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.”

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

DATE: _____, 20____.

BY: _____

OFFICIAL TITLE: _____

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the bidder with the Authority prior to performing any work under this contract.)

CONTRACTOR/SUBCONTRACTOR WORKER CLASSIFICATION

Eastern Contra Costa Transit Authority is required to complete and submit the PWC-100 form within five business days of award of a public works project.

The completion and the submission of this form fulfills the required public works project award notification to both the Division of Apprenticeship Standards (Labor Code sec 1773.3 (replacing former DAS-13 notification) and the Division of Labor Standards Enforcement Public Work Compliance Monitoring Unit (8 Cal. Code Reg. Sec. 16451(a)))

Prime Contractor (All fields must be completed)

Project No.:		Project Title:	
Name of Price Contractor:		Prince Contractor's License Number:	
Mailing Address:	City:	State:	Zip Code:
Prime Contractor's Telephone Number:		Prime Contractor's Email Address:	
Project Manager (Name):	Project Manager's Email Address:	Project Manager's Phone Number:	

Prime Contractors' Worker Classifications (select classifications that apply)			
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters
<input type="checkbox"/> Carpet/Linoleum	<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall/Lathers
<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic	<input type="checkbox"/> Glaziers	<input type="checkbox"/> Iron Workers
<input type="checkbox"/> Laborers	<input type="checkbox"/> Millwrights	<input type="checkbox"/> Operating Engineer	<input type="checkbox"/> Painters
<input type="checkbox"/> Pile Driver	<input type="checkbox"/> Pipe Trades	<input type="checkbox"/> Plasterer	<input type="checkbox"/> Roofers
<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster
<input type="checkbox"/> Tile Workers			

Prime contractor is to include this form for all subcontractors.

Subcontractor (All fields must be completed)

Name of Subcontractor:		Subcontractor's License Number:	DIR Registration Number:
Mailing Address:	City:	State:	Zip Code:
Subcontractor's Telephone Number:		Subcontractor's Email Address:	

Subcontractors Worker Classifications (select classifications that apply)			
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters
<input type="checkbox"/> Carpet/Linoleum	<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finisher	<input type="checkbox"/> Drywall/Lathers
<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic	<input type="checkbox"/> Glaziers	<input type="checkbox"/> Iron Workers
<input type="checkbox"/> Laborers	<input type="checkbox"/> Millwrights	<input type="checkbox"/> Operating Engineer	<input type="checkbox"/> Painters
<input type="checkbox"/> Pile Driver	<input type="checkbox"/> Pipe Trades	<input type="checkbox"/> Plasterer	<input type="checkbox"/> Roofers
<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster
<input type="checkbox"/> Tile Workers			

Attach additional copies of this form if more space is needed and paginate the forms (e.g. "page _ of _")

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS

The following statements as to the experience and qualifications of the bidder are to be submitted with the bid, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

1. The bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that covered in the bid extends over a period of _____ years.
2. The bidder, as a contractor, has successfully completed at least two projects of like magnitude, comparable difficulty and rates of progress to the work, including:

LIST TWO OR MORE PROJECTS

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the contract, except as follows:

NAME ANY AND ALL EXCEPTIONS AND REASONS THEREFORE

4. The bidder has satisfactorily completed the following contracts in the last three years, for the owner indicated, and to whom reference is made,

LIST THREE CONTRACTS AND PROVIDE CONTACT PERSON AND TELEPHONE NUMBER FOR EACH PROJECT

Year	Type of Work	Contract Amount	Contact (Name and Number)

5. The names of all persons interested in the foregoing bids as principals are as follows:

(If bidder of other interested person is:

- A corporation: state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof.
- A general partnership: state true name of the firm, as well as the names of all individual partners composing the firm.
- A limited partnership: state the names of all general partners and limited partners.
- An individual: state first and last names in full.)

Contractor's License Number: _____

License Expiration Date: _____

Department of Industrial Relations (DIR) Registration Number: _____

DISCLOSURE OF GOVERNMENTAL POSITIONS

List all bidder and sub-contractor employees who, within the last 12 months, have held or do hold any positions as directors, officers, consultants, or employees of any federal, state, or local governmental agency, or district.

Authorized Signature: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

Company Name: _____

The contractor named above hereby certifies compliance with U.S. DOT regulations 49 C.F.R. Part 29, Subpart F and Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations of the prohibition
2. Establish a Drug-Free Awareness Program as required to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations
3. Every employee who works on the proposed contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract; and
 - c. Notify the employer (bidder) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction
4. Notify the Federal Transit Administration (FTA) in writing within 10 calendar days after receiving notice required by paragraph 3(c) from an employee or otherwise receiving actual notice of that conviction. The bidder, as employer of any convicted employee, must provide notice, including position title, to every project officer or otherwise designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected vehicle and related equipment and accessories.
5. Taking one of the following actions within 30 calendar days of receiving notice under paragraph 3 (c) with respect to any employee who is convicted:
 - a. Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, and 5 of this certification. The bidder agrees to maintain a list of identifying its headquarters location and each workplace it maintains in which activities provided by this contract are conducted, and make that list readily accessible to the State Department of Transportation.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

SIGNATURE

TITLE

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the bidder agrees as follows:

1. The bidder will not willfully discriminate against any employer or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The bidder will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action 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 bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The bidder will send to each labor union or representative workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the bidder's commitments under this section; and the bidder shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The bidder will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, ECCTA or any other appropriate agency of the State of California designated by ECCTA for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by ECCTA as a basis for determining the bidder to be not a "responsible bidder" as to future contracts for which such bidder may submit bids, for revoking the bidders pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the bidder.

ECCTA shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the bidder has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, ECCTA shall notify the bidder that, unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, the bidders pre-qualification rating will be revoked.

5. The bidder agrees that should ECCTA determine that the bidder has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Section 1735 and 1775, the bidder shall, as a penalty to ECCTA, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties

provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the bidder. ECCTA may deduct any such damages from any monies due the bidder.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion as to prevent ECCTA from pursuing any other remedies that may be available at law.
7. Prior to award of the contract, the bidder shall certify to ECCTA that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by ECCTA.
 - a. The bidder shall provide evidence, as required by ECCTA, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The bidder shall provide evidence, as required by ECCTA, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.
 - c. The bidder shall file a basic compliance report as required by ECCTA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.
 - d. Personally, or through its representatives, the bidder shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:
 - i. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.
 - ii. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - e. The bidder shall notify ECCTA of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.
8. The bidder will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract so that such provisions will be binding upon each subconsultant.
9. Statement and Payrolls. The bidder shall maintain its records in conformance with the requirements included in the Information to Bidders and the following Special Conditions:
 - a. The submission by the bidder of payrolls, or copies thereof, is not required. However, each bidder and sub-contractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.
 - b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
 - c. The bidder shall make its payroll records available at the project site for inspection by ECCTA and shall permit ECCTA to interview employees during working hours on the job.

The following certification is to be executed by every bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his/her address and official capacity.

FAIR EMPLOYMENT PRACTICE CERTIFICATION

The undersigned, in submitting a bid for performing work as specified in the Scope of Work hereby certifies that the bidder will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

BIDDER

SIGNATURE

PRINTED NAME OF SIGNER

TITLE

MAILING ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

DATE

FLY AMERICA REQUIREMENTS

_____ agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 C.F.R. Part 301 – 10, which provide that recipients and sub-recipients of federal funds and their bidders are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. _____ shall submit, if a foreign air carrier was used, an appropriate certification of memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. _____ agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signed

Title

Date

Attest

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated April 14, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. _____ shall not perform any act, fail to perform any act, or refuse to comply with any ECCTA requests which would cause ECCTA to be in violation of the FTA terms and conditions.

Signed

Title

Date

Attest

LIST OF SUBCONTRACTORS

Pursuant to California Public Contract Code Section 4100 et seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Bidders' attention is directed to page ____ of the General Conditions. All subcontractors (DBEs and non-DBEs) are subject to the requirements of this section.

Attach additional copies of this form if more space is needed and paginate the forms (i.e., Page ____ of ____).

Name and Location of business	Description of Portion of Work or Services Subcontracted	Value of Subcontracted Work or Service

Authorized Signature: _____

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

Identify the status of the covered federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contracts and contract awards under grants.

If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.

Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

b) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).

Enter Last Name, First Name, and Middle Initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned).

Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Pursuant to 49 C.F.R. Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (3) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, Addendum, or modification of any federal contract, grant, loan or cooperative agreement.
- (3) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. applies to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES			
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352			
1. Type of Federal Action:		2. Status of Federal Action:	
a. contract		a. bid/offer/application	
b. grant		b. initial award	
c. cooperative agreement		c. post-award	
d. loan			
e. loan of guarantee			
f. loan insurance			
		3. Report Type:	
		a. initial filing	
		b. material change	
		For Material Change Only:	
		Year _____ Quarter _____	
		Date of last report: _____	
4. Name and Address of Reporting Entity:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
____ Prime _____ Subawardee			
Tier, if known: _____			
Congressional District, if known: _____		Congressional District, if known: _____	
6. Federal Department/Agency:		7. Federal Program Name/Description:	
		CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(Attach Continuation Sheet(s), if necessary)			
11. Amount of Payment (check all that apply):		13. Type of Payment (check all that apply):	
\$ _____ actual _____ planned		a. retainer	
		b. one-time fee	
12. Form of Payment (check all that apply):		c. commission	
a. cash		d. contingent fee	
b. in-kind; specify: nature _____		e. deferred	
value _____		f. other; specify _____	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment indicated in Item 11:			
(Attach Continuation Sheet(s), if necessary)			
15. Continuation Sheets(s) SF-LLL-A attached:		Yes No	
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$1,000,000 for each failure.		Signature: _____	
		Print Name: _____	
		Title: _____	
		Telephone No. _____ Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES									
CONTINUATION SHEET									

[illegible]

Authorized for Local Reproduction									
Standard Form - LLL - A									
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;									
8025-01-C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C;									
6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C;									
4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C; 4000-01-C;									
3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C;									
4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C;									
4910-62-C									

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

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 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].

BIDDER'S SIGNATURE: _____

DATE: _____

PROPOSED MAJOR MATERIAL SUPPLIERS

The bidder is required to furnish the following information on major materials and manufacturers. No changes will be allowed in materials or manufacturers without the prior approval of ECCTA.

1. _____

2. _____

3. _____

4. _____

5. _____

Signature of Bidder: _____

Date: _____

Section 11

Sample Contract

Sample Contract

This CONTRACT, is made and entered into this _____ day of _____ by and between the Eastern Contra Costa Transit Authority (hereinafter referred to as ECCTA), an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500 et seq., and _____ (hereinafter referred to as “Contractor”), a company in good standing under the laws of the State of California.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Specifications

Contractor shall furnish ECCTA all labor, equipment, supplies, material, and services as specified in, and in full accordance with, the Invitation for Bid as issued by ECCTA and as described in the contractor’s bid, dated _____ (“Work”).

2. Term of Contract

The Work shall be completed and ready for ECCTA’s acceptance within _____ calendar days after receiving the Notice to Proceed with the Work.

3. Contract Sum

ECCTA agrees to pay, and the Contractor agrees to accept, in full payment for the above work, the sum \$ _____. \$ _____ is to paid in accordance with the contract documents.

4. Contract Documents

The following contract documents relating to this Contract are hereby made a part of and incorporated by reference into this contract:

- a. This contract
- b. IFB #2025-04
- c. The contractor’s bid

Any work called for in one contract document not mentioned in another is to be performed and executed the same as if mentioned in all contract documents.

This contract (including all documents referred to above and incorporated herein) represents the entire and integrated contract between ECCTA and Contractor for the Work and supersedes all prior negotiations, representations, or contracts, either written or oral. This document may be amended only by written contract between the parties as provided in the contract documents.

5. Liquidated Damages

As liquidated damages for delay Contractor shall pay ECCTA \$200.00 for each day that expires after the time specified for Contractor to achieve substantial completion of the entire Work, until achieved, except as otherwise provided in contract documents.

6. Workers' Compensation

By executing the contract, Contractor certifies as follows:

"I am aware of the provisions of Section 300 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 contract."

7. Injury and Illness Prevention Program

Contract certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

8. Equal Employment Opportunity

Contractor is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Contractors will not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, sex, gender, sexual orientation, gender expression, gender identity, religious creed, age, medical condition, disability, genetic information, marital status, or military and veterans status.

Contractor will take affirmative action to ensure the applicants are treated during such employment without regard to race, color, national origin, ancestry, sex, gender, sexual orientation, gender expression, gender identity, religious creed, age, medical condition, disability, genetic information, marital status, or military and veterans status. Such action shall include, but shall not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

9. Interest of Members and Employees of ECCTA

No member of ECCTA and no other officer, employee, or agent of ECCTA who exercises any functions or responsibilities in connection with the carrying out of any project to which this contract pertains, shall have any personal interest, direct or indirect, in this contract, nor shall any such person participate in any decision relating to this contract which affects their personal interests or the interest of any corporation, partnership or association in which they are directly or indirectly interested.

10. Liability of Members and Employees of ECCTA

ECCTA retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this contract. Contractor, its officers, employees and agents shall not have any power to bind or commit ECCTA to any decision.

11. Independent Contractor

It is understood that Contractor, in the performance of the Work and services agreed to be performed by Contractor, shall act as and be an independent contractor and not an agent or employee of ECCTA; and as an independent contractor, Contractor shall obtain no rights to retirement benefits or other benefits which accrue to ECCTA's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. Contractor represents and warrants to ECCTA that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Contractor to perform the Work. Contractor represents and warrants to ECCTA that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this contract any licenses, permits, insurance and approvals which are legally required for Contractor to perform the Work.

13. Confidential Information

All data, documents, discussions, or other information developed or received by or for Contractor in performance of this contract are confidential and are not to be disclosed to any person except as authorized by ECCTA, or as required by law.

14. Surety Bonds

Before beginning the Work, the Contractor shall file one bond payable to ECCTA. This bond shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the contract at Contractor's expense. The Performance Bond shall be in the amount of 100% of the contract and shall guarantee the faithful performance of all of the Contractor's obligations under the contract.

Any alteration or alterations made in the contract documents or in any provision of this contract shall not operate to release any surety from liability on any bond required hereunder; consent to make such alterations is hereby given; and any sureties on the Performance and Payment bonds hereby waive the provisions of Section 2819 of the Civil Code.

15. Assignment Prohibited

Contractor may not assign any right or obligation pursuant to this contract. Any attempted or purported assignment of any Contractor right or obligation hereunder shall be void and of no effect.

16. Notices

Any notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage pre-paid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth below, but each party may

change its address by written notice in accordance with this paragraph. Notices delivered personally shall be effective immediately. Notices sent by mail shall be effective one day after mailing.

ECCTA:

Rashidi Barnes
Chief Executive Officer
801 Wilbur Avenue
Antioch, CA 94509

CONTRACTOR:

17. Contractor's Books and Records

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks and other records or documents evidencing or relating to charges for services or expenditures and disbursement charged to ECCTA for a minimum period of three years, or for any longer period required by law, from the date of final payment to Contractor to this contract.

Contractor shall maintain all documents and records which demonstrate performance under this contract for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this contract.

Any records or documents required to be maintained pursuant to this contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by ECCTA's Attorney, ECCTA's Auditor, ECCTA's CEO, or a designated representative of any of these officers. Copies of such documents shall be provided to ECCTA for inspection at ECCTA's offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this contract.

Where ECCTA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, ECCTA may, by written request by any of the above-named officers, require that custody of the records be given to ECCTA and that the records and documents be maintained at ECCTA's offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

18. Validity

If any provision of this contract is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19. Governing Law

This contract shall be governed by and construed in accordance with the laws of the State of California, including that State's statutes of limitation but excluding its conflict of law principles.

In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

20. Severability

If any provision of this contract is declared void or unenforceable, such provision shall be deemed severed from this contract, which shall otherwise remain in full force and effect.

21. Attorney's Fees

In the event that it becomes necessary for either party to bring a lawsuit to enforce any provisions of the contract, the parties agree that the court having jurisdiction over such disputes shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

22. Subject to Disbursement of Funding

This contract shall be subject to disbursement to ECCTA by the United States Department of Transportation of funds previously allocated to ECCTA.

23. Waiver

Failure of any party to exercise any right or option arising out of a breach to this contract shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

24. Execution

This contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties hereto. In approving this contract, it shall not be necessary to produce or account for more than one such counterpart.

25. News Releases/Interviews

All Contractor and subcontractor news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by ECCTA.

26. Prompt Payment to Subcontractors

The Contractor shall pay any permitted subcontractors for work that has been satisfactorily performed no later than 10 business days from the date of Contractor's receipt of progress payment from ECCTA. Within 10 business days of satisfactory completion of all work required of the subcontractor, Contractor shall release to the subcontractor any retainage payments withheld.

Any delay or postponement of payment to subcontractors for satisfactory work performance may take place only for good cause and with ECCTA's prior written approval. If the Contractor determines the work of the subcontractor to be unsatisfactory, it must notify ECCTA's project manager and CRA immediately in writing and state the reasons.

If the Contractor fails or refuses to comply with requirements of this prompt payment clause, ECCTA will issue an order stopping all or part of the payment or work until satisfactory action is taken. If the Contractor still fails to comply, ECCTA may issue a termination for default proceeding.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OF OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION.

A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR CONTRACTOR'S STATE LICENSE BOARD: P.O. BOX 26000, SACRAMENTO, CA 95826.

This contract is executed by ECCTA upon approval by the Board of Directors at its regular scheduled meeting of _____, and the Contractor has caused this contract to be duly executed.

For ECCTA:

Dated: _____

By: _____

Rashidi Barnes, Chief Executive Officer

For Contractor:

Dated: _____

By: _____

Approved as to Legal Form and Content:

By: _____

Eli Flushman, General Counsel, ECCTA

Date: _____

Appendix A – Final Payment Waivers

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner: Eastern Contra Costa Transit Authority, 801 Wilbur Avenue in Antioch, CA 94509

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: \$.....

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner: Eastern Contra Costa Transit Authority, 801 Wilbur Avenue in Antioch, CA 94509

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$.....

Check Payable to:

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$.....

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature: