

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

NOTICE AND INVITATION

September 27, 2006

The Alameda-Contra Costa Transit District ("AC Transit" or "District") is seeking Firm Fixed Price bids from qualified firms to furnish and install a new, 95' downdraft paint booth and related structural, electrical, and mechanical modifications to an existing facility. The work shall include, but not be limited to, the furnishing of all supervision, labor, materials, and services as defined in the bid package under the Scope of Work and Contract Specifications contained in the Invitation For Bid (IFB).

Bid packages will be available on or after September 26, 2006. A mandatory pre-bid conference and job walk will be held on October 31, 2006. Bids will be received until 10:00 a.m. November 28, 2006

All future Proposers/Bidders lists will be generated only from those companies that are registered on the AC Transit Online Purchasing User list.

Submittals shall be in accordance with the requirements set forth in the IFB documents. Submission of a bid shall constitute a firm offer to the District. Bids shall be valid for a period of ninety (90) days from the closing date stated above.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

TABLE OF CONTENTS

SECTION 1 GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

<u>Clause No.</u>	<u>Page No.</u>
1.1 Intent of Procurement	8
1.2 Reservation of Rights	8
1.3 Coordination, Interpretation and Examination of Contract Documents	8-9
1.4 Pre-Bid Conference and Job Walk	9
1.5 Questions and/or Clarifications	10
1.6 Bid Preparation	10
1.7 Bid Contents	11
1.8 Bid Submission	11-12
1.9 Public Opening of Bids	12
1.10 Receipt of Single Bid	12
1.11 Disqualification of Bidders	12
1.12 Withdrawal and/or Rejection of Bids	12
1.13 Relief of Bidders	13
1.14 Protest Procedures	13
1.15 Non-Collusion Affidavit	14
1.16 Penalty for Collusion	14
1.17 Prohibited Interests	14
1.18 Required Certifications	14
1.19 Subcontracting	15
1.20 Bond Requirements	15-16

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

TABLE OF CONTENTS

<u>Clause No.</u>	<u>Page No.</u>
1.21 Award of Contract	16
1.22 Execution of Contract	16
1.23 Use of Consultants	16-17
1.24 Notice to Proceed	17
1.25 Differing Site Conditions	17
1.26 Permits and Licenses	17-18
1.27 Codes, Regulations, and Laws	18
1.28 Interference with Business Operations	18
1.29 Use of Premises	18
1.30 Safety of Personnel on the Job Site	19
1.31 Demolition	20
1.32 Contractor Personnel	20
1.33 Changes/Contract Change Orders	20-21
1.34 Filing of Plans	21
1.35 Termination/Resolution of Disputes	21-25
1.36 Claims Procedures	25-27
1.37 Preservation and Cleaning	27
1.38 Completion of Work	27
1.39 Failure to Meet Contract Requirements	27
1.40 Defective or Damaged Work	27-28
1.41 Risk of Loss or Damage	28

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

TABLE OF CONTENTS

1.42	Final Approval	28
1.43	Warranty	29
1.44	Shipping Charges	29
1.45	Taxes	29
1.46	Acceptance of Terms	29

SECTION 2 SPECIAL CONDITIONS

<u>Clause No.</u>		<u>Page No.</u>
2.1	Before Starting Work	30
2.2	Schedule, Retention, and Invoicing	30-31
2.3	Laws to be Observed	31
2.4	Public Safety	31-32
2.5	Excavations	32
2.6	Non Discrimination	32-33
2.7	Prompt Payment to Sub-contractors	33
2.8	Prevailing Wages	33
2.9	Hours of Labor	33
2.10	Payroll Records	33-35
2.11	Responsibility for Damage: Indemnification	35
2.12	Compliance with Laws and Regulations	35
2.13	Insurance Requirements	36-40
2.14	Waiver of Remedies for Breach	40
2.15	Contractors Status	40

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

TABLE OF CONTENTS

2.16	Governing Law	40
2.17	Vendor Registration	40

SECTION 3 FTA MANDATORY TERMS

<u>Clause No.</u>		<u>Page No.</u>
3.1	No Government Obligation to Third Parties	41
3.2	Program Fraud and False or Fraudulent Statements and Related Acts	41-42
3.3	Access to Records and Reports	42
3.4	Federal Changes	42
3.5	Civil Rights Requirements	42-44
3.6	Disadvantaged Business Enterprise (DBE)	44-47
3.7	Government Wide Debarment and Suspension	47-49
3.8	Buy America	49
3.9	Lobbying	49
3.10	Clean Air	50
3.11	Clean Water Requirements	50
3.12	Davis Bacon Act and Copeland Anti-Kickback Act	50-60
3.13	Contract Work Hours and Safety Standards Act	60-62
3.14	Seismic Safety Requirements	62
3.15	Environmental Protection	62-63
3.16	Energy Conservation Requirements	63
3.17	Privacy Act	63
3.18	Incorporation of Federal Transit Administration (FTA) Terms	63-64

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

TABLE OF CONTENTS

3.19	Notification of Federal Participation	64
------	---------------------------------------	----

SECTION 4 SCOPE OF WORK

<u>Clause No.</u>		<u>Page No.</u>
4.1	Background	65
4.2	AC Transit Project Manager and Project Location	65
4.3	Overview	65-66
4.4	General Requirements/Conditions	66-67
4.5	Maintenance of Operations	67
4.6	Existing Conditions	67
4.7	Addenda and Substitutions	67
4-8	Submittals and Shop Drawings	68
4-9	Permits	68
4.10	Meetings	69
4.11	Codes, Laws, Ordinances, and Regulations	69-70

SECTION 5 ATTACHMENTS

<u>Clause No.</u>		<u>Page No.</u>
5-1	Bidder's Declarations and Statement of Understanding	72
5-2	Bid Form	73
5-3	Non-Collusion Affidavit	74
5-4	Statement of Bidder's Qualifications and Experience	75-76
5-5	Bidder's Bond	77-78
5-6	Payment Bond	79-80

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

TABLE OF CONTENTS

5-7	Performance Bond	81-82
5-8	Certification <u>Prime</u> Contractor Debarment Suspension	83
5-9	Certification <u>Subcontractor</u> Debarment Suspension <u>Over \$100,000</u>	84
5-10	Certification <u>Subcontractor</u> Debarment Suspension <u>Under \$100,000</u>	85
5-11	Certification Regarding Lobbying	86
5-12	Disclosure of Lobbying Activities	87-88
5-13	Disclosure of Governmental Positions	89
5-14	DBE (Minority Women) Information Report	90
5.15	Disadvantaged Business Enterprise (DBE) Certification	91-92
5.16	Designation of Subcontractors	93
5.17	Buy America Certificate	94
5.18	Sample Contract	95-98
5.19	Drawings and Specifications	99-101

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.1 INTENT OF PROCUREMENT

The Alameda-Contra Costa Transit District ("AC Transit" or "District") is requesting Firm Fixed Price bids from qualified firms to furnish and install a new, 95' downdraft paint booth and related structural, electrical, and mechanical modifications to an existing facility. The work shall include, but not be limited to, the furnishing of all supervision, labor, materials, and services as defined in the bid package under the Scope of Work and Contract Specifications and drawings contained in the Invitation For Bid (IFB).

1.2 RESERVATION OF RIGHTS

This Invitation for Bid (IFB) does not commit AC Transit to award a contract, to pay any costs incurred in the preparation or presentation of a bid, or to procure or contract for services. AC Transit shall not be liable for any costs incurred by bidders in the preparation of bids or for any work performed in connection with bid preparation. AC Transit reserves the right, at its sole discretion, to reject any and all bids and/or to waive any minor informalities or irregularities in any bid or in the bidding procedure.

1.3 COORDINATION, INTERPRETATION, AND EXAMINATION OF CONTRACT DOCUMENTS

The General Conditions and Information for Bidders, Special Conditions, FTA Mandatory Terms, Scope of Work, Contract Specifications, contract drawings, Attachments, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to provide for a complete work.

- A. In the event of inconsistencies between requirements contained in different components of the contract documents, the specifications and contract plans shall govern over the General Conditions and Information for Bidders. In case of differences between small and large-scale drawings, the large-scale drawing shall govern. In the event of discrepancy between any drawing and the figures written thereon, the figures, unless otherwise directed, will govern.
- B. Should it appear that the work to be done or any matters relative thereto is not sufficiently detailed or explained in the contract documents, the contractor shall apply to the District in writing for such further written explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

true meaning of the contract documents, written clarification shall be sought from the District, which decision shall be final.

- C. The contractor shall thoroughly examine and become familiar with all of the various parts of these bid documents and determine the nature and location of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. Failure to make an examination necessary for this determination shall not release the contractor from the obligations of this contract. No oral contract or conversation with any Director, officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the terms or obligations contained herein.

1.4 PRE-BID CONFERENCE AND JOB WALK

A pre-bid conference / walk will be held on October 31, 2006 at 9:00 a.m. at:

AC Transit
10626 International Blvd.
Oakland, CA 94603

- B. The pre-bid conference will consist of a discussion of the project requirements and a question and answer period.

A job walk will immediately follow the pre-bid conference on the same day at the project site above, to physically inspect the job site and further clarify the Scope of Work.

Attendance at this conference and site visit is mandatory to become a qualified bidder on this project.

- C. Questions regarding the IFB should be submitted in writing to the District personnel listed below prior to the pre-bid conference / walk in order to allow District staff sufficient time to prepare responses. Written questions submitted prior to and questions raised at the pre-bid conference / walk will be answered, if appropriate, by written addenda to the IFB. Upon posting or delivery, such addenda will become a part of the bid documents and binding on all eligible bidders.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.5 QUESTIONS AND CLARIFICATIONS

Questions and/or requests for clarification should be directed to:

AC Transit
10626 International Blvd
Oakland, CA 94603
Attn: Frank E. Bartzi, Contract Specialist
E-mail: fbartzi@actransit.org
Phone (510) 577-8826
FAX: (510) 577-8839

1.6 BID PREPARATION

Bidders shall complete the Bid Form, Attachment 5-2, and accompanying documents in accordance with the following:

- A. The bidder shall not delete, modify, or supplement the printed matter on the Bid Form or make substitutions.
- B. The Bid Form and any other accompanying forms shall be completed in ink or typed.
- C. The bidder shall sign the bid in the blank space provided. If bidder is the sole owner, the owner shall sign the bid. If bidder is a corporation, two (2) corporate officers must sign on behalf of the corporation as follows: (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. If bidder is a partnership, the true name of the firm shall be set forth above; the names and addresses of all partners shall be given and a partner in the firm shall sign the bid authorized to sign contracts on behalf of the partnership. If the bidder is a joint venture, the bid shall be signed by each participating company, by officers, or other individuals who have the full and proper authorization to do so. If the bid is signed by an agent of the bidder, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the District prior to opening of bids, or must be submitted with the bid. If requested by the District, the bidder shall promptly submit evidence satisfactory to the District of the authority of the person signing the bid.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.7 BID CONTENTS

Bids shall include, but not be limited to, the following:

- A. A brief description of the history and background of the firm, including a statement of the bidder's qualifications and experience in performing the type of work required for this project. (Attachment 5-4)
- B. A minimum of three (3) references from clients for whom similar work has been performed.
- C. Documentation that the bidder can meet the project's licensing requirements. **Contractor is required to have either a Class A or B License from the California State License Board.**
- D. The name, title, address, telephone, fax number, and e-mail address of the bidder's contact person during the bid process.
- E. A statement disclosing any potential conflicts of interest in connection with the award of the contract.
- F. A statement acknowledging by name the receipt of each and every addendum issued by AC Transit.
- G. A statement listing each subcontractor proposed for the project (Attachment 5-16).
- H. Any exceptions to the contract requirements contained in the bid documents.
- I. Completed bid form, including a breakdown into the major equipment and materials required under each cost item in the bid form. (Attachment 5-2)
- J. Completed certifications and affidavits.
- K. A preliminary schedule for the completion, testing, and acceptance of the paint booth after the notice to proceed.

1.8 BID SUBMISSION

- A. To be considered, one (1) original and five (5) copies of the bid must be received by **10 a.m. local time on November 28, 2006** at the offices of the Procurement and Materials Director, 10626 International Blvd.,

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

Oakland, CA 94603, Attn: Frank Bartzi, Contract Specialist. **Bids received after the deadline or delivered to a different location will not be accepted.**

- B. Each bid must be submitted in a sealed envelope and be clearly marked to show the bidder's name and the contract name and number, without being opened. **Faxed or electronic bids will not be accepted.**

1.9 PUBLIC OPENING OF BIDS

Bids will be publicly opened and read aloud at the date, time, and place designated in the contract documents for bid opening. Bidders and their authorized representatives are invited to be present.

1.10 RECEIPT OF SINGLE BID

If only one bid is received in response to the Invitation for Bids, a cost/price analysis of the bid may be performed to determine if the bid price is fair and reasonable.

1.11 DISQUALIFICATION OF BIDDERS

More than one bid from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested as a principal in more than one bid for the work contemplated, may cause the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all bids may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local project because of a violation of law or a safety regulation.

1.12 WITHDRAWAL AND/OR REJECTION OF BIDS

A bidder may withdraw his bid at any time before the time established in the contract documents for the opening of bids only by filing a written notice with the District. An oral notice of withdrawal is ineffective. Bids may be rejected if they show such items as: any alteration of form; additions not called for; conditional

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

bids; incomplete bids; erasures; irregularities which make the bids incomplete, indefinite, or ambiguous; obviously unbalanced prices; no acceptable bid security; signature by other than an authorized person; addenda not properly acknowledged; failure to use designated Bid Form; bid materially fails to conform to the requirements of the bid documents or if the bid is not properly executed.

1.13 RELIEF OF BIDDERS

A bidder, after the bid opening, shall not be relieved of the bid unless the District consents. Such relief may be obtained by submitting a written request for its withdrawal to the District's Procurement and Materials Director. No change to the bid shall be made because of a mistake, except as provided in Section 5100 et. seq. of the Public Contract Code. The bidder is cautioned that, pursuant to Public Contract Code 5105, a bidder who claims a mistake or who forfeits its Bid Security shall be prohibited from participating in further bidding on the project in which the mistake was claimed or security forfeited.

1.14 PROTEST PROCEDURES

A. Protest before Bid Opening

Bid protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed in writing with the Procurement and Materials Director, ten (10) days prior to the bid opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

B. Protest of Award

A bidder (or other interested party as defined under the District's Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of contract by the District.

C. Copies of the District's Procurement Protest Procedures should be obtained from the District's Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN BID PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.15 NON-COLLUSION AFFIDAVIT

Pursuant to California Public Contract Code Section 7106, bidder shall execute and submit with its bid, a duly notarized "Affidavit of Non-Collusion" on the form included in the contract BID documents, Attachment 5-3. Upon execution of the Affidavit, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

1.16 PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void and the Contractor and his bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the Board of Directors may advertise for a new contract for said labor, supplies, materials or equipment.

1.17 PROHIBITED INTERESTS

- A. By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, or employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise there from (State of California Government Code section 1090 et seq.).
- B. No member, officer, or employee of the District or any public entity during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in the contract to be awarded.

1.18 REQUIRED CERTIFICATIONS

Bids shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should bidder be awarded a contract pursuant to the IFB.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.19 SUBCONTRACTING

- A. The bidder shall submit with his bid the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total bid and shall list the portion of the work which will be done by each subcontractor. This information shall be supplied on the Designation of Subcontractors Form, which is attached to this bid package as Attachment 5-16. Attention is directed to the requirements of Sections 4100 to 4114, inclusive, of the California Public Contract Code, which are applicable to this contract. The contractor shall not, without the consent of the District, either substitute any person as subcontractor in place of the subcontractor designed in the original List of subcontractors, or sublet or subcontract any portion of the work in excess of ½ of 1 percent of the total amount of his bid for which he did not originally designate a subcontractor. When a portion of the work, which has been subcontracted by the contractor, is not being performed in a manner satisfactory to the District, the subcontractor shall be removed immediately on the request of the District, and shall not again be employed on the work.
- B. The contractor will require, by written Contract, each subcontractor to be bound to the contractor by the terms of the contract documents, and to assume toward the contractor, all the obligations and responsibilities which the contractor, by the contract documents, assumes toward the District, to the extent of the work to be performed by the subcontractor. Each subcontract shall preserve and protect the rights of the District under the contract documents with respect to the work to be performed by the subcontractor so that subcontracting will not prejudice such rights.

1.20 BOND REQUIREMENTS

- A. Bidders Security
1. All bids shall be accompanied by bidder security in an amount not less than five percent (5%) of the Total Contract Price, payable to the Alameda-Contra Costa Transit District. The Bidder's Security must be in the form of cash, a cashiers check, a certified check, or a Bidder's Bond or a combination thereof. If a Bidder's Bond is furnished, it must conform to the form enclosed in the bid package.
 2. Documents and the surety thereon must be a fully qualified surety company acceptable to the District, listed as a company possessing the authority to issue surety bonds in the State of California.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

Bidder's securities will be held until the Contract has been fully executed, after which all Bidders' securities, except any Bidders securities which have been forfeited, will be returned to the respective Bidders. In no event will the Bidder's securities be held by the District beyond sixty days from the award of the Contract. (Attachment 5-5)

B. Payment Bond

A payment bond shall be executed within ten working days after the signing of a Contract in an amount not less than forty percent (40%) of the Contract price. The payment bond shall provide the District with security for Contractor's full payment to all Subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performance of the Contract. (Attachment 5-6)

C. Performance Bond

A performance bond shall be executed within ten working days after the signing of a Contract in an amount not less than one hundred percent (100%) of the Contract price. The performance bond shall guarantee the Contractor's faithful performance of the Contract in compliance with all terms, conditions and requirements specified in the Contract documents. (Attachment 5-7)

1.21 AWARD OF CONTRACT

The District will make an award to the lowest responsive bidder, whose bid complies with all the requirements of the bid solicitation. Any such award will be made pursuant to a Notice of Award signed by the District within 90 days after bid opening.

1.22 EXECUTION OF CONTRACT

The bidder to whom an award is made shall execute the contract and furnish the required proof of Insurance within ten (10) working days after receipt of Notice of Award.

1.23 USE OF CONSULTANTS

A. No limitation shall be imposed on the Districts use of Consultants in any activity related to the Scope of Work. The Consultants, if any, at the direction of the District's Project Manager, shall be accorded the same

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

access to facilities and participation in the work activity as any member of the District's project team. Involvement of Consultants may include, but shall not be limited to, progress and technical meetings, conference calls, document review, etc., as directed by the District.

- B. The District shall have the option of adding Consultants to the distribution list to receive all or selected contract documents.

1.24 NOTICE TO PROCEED

As soon as practicable after execution of the contract, and after receipt of acceptable insurance certificates by the District, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

1.25 DIFFERING SITE CONDITIONS

The contractor shall promptly, and before such conditions are disturbed, notify the District in writing of: (1) material the contractor believes may be hazardous waste as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or (3) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this contract.

1.26 PERMITS AND LICENSES

- A. To the extent permit and licensing requirements are applicable, the contractor shall procure all permits and licenses not procured by the District and required by the project, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. As a matter of bidder responsibility, bidders shall be properly licensed in accordance with the laws of the State of California at the time of bid opening.
- B. Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of contractors. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

Board, 1020 N Street, Sacramento, California 95814. (Business and Professions Code Section 7030). Any bidder or contractor not licensed in accordance with the laws of the State of California is subject to the penalties imposed by such laws.

- C. Approvals and certificates of inspection for the work shall be submitted to the District's project manager at the completion of the project, prior to final payment.

1.27 CODES, REGULATIONS AND LAWS

- A. All work performed under these Specifications shall be in strict accordance with all Federal, State, and Local codes, ordinances, rules, and regulations of all public administrative authorities having jurisdiction over this work.
- B. The bidder shall inform the District Project Manager of all discrepancies that are observed between these codes, laws, ordinances, and regulations, and the specifications and drawings pertaining to this work, in writing, prior to bid. The bidder shall include in his bid price, any labor, materials, service, apparatus, and drawings necessary to be performed in order to comply with all these codes, laws, ordinances, and regulations as if therein specified or shown.
- C. All materials and supplies furnished pursuant to the specifications shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by the District, provide certification and evidence of such compliance.

1.28 INTERFERENCE WITH BUSINESS OPERATIONS

Contractor shall not interfere with normal operation of the District's facilities or equipment or the work of any contractors. When the contractor anticipates unavoidable interference, it shall notify the District in advance. The District will determine whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. The District shall have final determination of the priorities in case of conflicts with operations of others. Contractor shall not operate any of the District's equipment or systems or those of any other contractor or subcontractor except at the direction and under the immediate supervision of the District.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.29 USE OF PREMISES

- A. Work shall be scheduled in such a manner as to minimize disruption of any other on-going work and activities. The Contractor is responsible for safety and security precautions during the project to minimize risk of injury or theft.
- B. Work to be completed during regular working hours Monday through Friday from 7 a.m. to 5 p.m. The Project Manager must authorize work after-hours or on weekends.
- C. The Contractor shall not allow debris or waste materials to accumulate; regular periodic removals shall be made to keep premises in orderly appearance during the performance of work.
- D. The Contractor, after completion of the work and prior to final inspection and acceptance by the District, shall thoroughly clean all work areas from dirt, stains, soiling, or defacement of any kind.
- E. The Project Manager shall designate specific areas and times for delivery and unloading of construction materials and equipment. The Contractor shall not park vehicles or equipment, or unload materials, at any area other than designated areas without the prior approval of the Project Manager.

1.30 SAFETY OF PERSONNEL ON THE JOB SITE

- A. The Contractor shall provide, erect, and maintain all such temporary work as may be required for the protection of the public and those employed on or about the property, including temporary fences, sidewalks, trench plates, guard rails around openings, barricades, and temporary lighting.
- B. The District will conduct periodic safety inspections and advise Contractor of any discrepancies to be corrected. The District's main point of contact for the project must receive a written incident report for any serious accidents or unsafe conditions that exist.
- C. The Contractor is responsible for its employee safety and training requirements mandated by Cal-OSHA including but not limited to the following; Lock out-Tag out, Right to Know (M.S.D.S.), Hazard Communication Plan, Personal Protective Equipment (P.P.E), Confined Spaces, and shoring of open trenches.

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.31 DEMOLITION

- A. The contractor is responsible for demolition, removal, and proper disposal of existing materials. After the project is complete all construction debris shall be removed from the site.
- B. Contractor shall be solely responsible for all safety, dust and noise control for work completed under this heading.

1.32 CONTRACTOR PERSONNEL

The Contractor shall designate a qualified, responsive, and responsible Project Superintendent to coordinate all construction activities with the key persons in charge of the District's facilities to ensure as few interruptions as possible. This contractor's Project Superintendent must have experience in construction of this type and other similar projects.

1.33 CHANGES/ CONTRACT CHANGE ORDERS

- A. The District may at any time make alterations, deviations, additions to or deletions from the contract documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by the District to be necessary or advisable. All such work shall be performed under applicable provisions of the contract documents, unless specifically provided otherwise at the time the change is ordered.
- B. Any such changes will be set forth in a written Contract Change Order issued by the District. The Contract Change Order will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the contract time, if any. A Contract Change Order shall not become effective until it has been signed by the General Manager or designee.
- C. No changes or deviations from the contract documents shall be made without the authority of an approved Contract Change Order, except in the case of emergency. In such case, and upon receipt of a written directive signed by the General Manager or designee, the contractor shall proceed with the ordered work and the District will prepare a written Contract Change Order for approval and issuance to the contractor as soon thereafter as practicable.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

- D. In the event the contractor encounters any unanticipated conditions or contingencies that may affect the Scope of Work and would result in an adjustment in the amount of cost of the project, the contractor shall so advise the District in writing immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency, and shall set forth the proposed adjustment in compensation resulting therefrom.
- E. Disagreement by the contractor with the District's determination of the need for, or amount of, an adjustment in contract price or contract time associated with an approved Contract Change Order (or disagreement by the contractor with the District's determination that a change has not occurred and no Contract Change Order is needed), shall not, under any circumstances, relieve the contractor from its obligation to promptly begin and diligently prosecute the work, including the change, as described in the approved Contract Change Order.

1.34 FILING OF PLANS

Contractor shall be responsible for filing all necessary drawings and plans with other Government and private authorities with jurisdiction, such as utility companies, if their approval is required.

1.35 TERMINATION / RESOLUTION OF DISPUTES

- A. Termination for Convenience of the District

The District, by written notice, may terminate this contract, in whole or in part, whenever the District determines that such termination is in its best interests. Any termination under this provision shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of said notice, Contractor shall stop work on this contract on the date and to the extent specified in said notice, terminate all applicable orders and subcontracts, and complete all work not terminated by said notice. After receipt of said notice, Contractor shall submit to the District its termination claim setting forth Contractor's actual, direct, and unavoidable costs incurred which cannot be canceled as a result of said termination together with such information as may be required by the District to evaluate the claim. The determination of the District on the claim shall be final subject only to an appeal pursuant to the dispute resolution procedures set forth herein.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

B. Termination for Default

1. In the event that the Contractor breaches the terms or violates the conditions of the contract and does not within ten (10) calendar days after receipt from the District of a notice of default (or, in the case of a default that cannot be remedied within ten (10) calendar days, to commence to cure said default within said ten (10) calendar days and thereafter to diligently pursue said cure until the default is remedied), the District may in its discretion terminate the contract, or such portion thereof, as the District determines to be most directly affected by the default.
2. The term “default” for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this contract; abandonment, assignment, delegation or subletting of this contract without approval of the District; bankruptcy or appointment of a receiver for Contractor’s property; failure to perform services or other required acts within the time specified for the contract or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of the contract in bad faith.

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 termination had been issued for the convenience of the District.

C. Termination for Force Majeure

The performance of work under this contract may be terminated by the District, in its discretion, upon application therefor by the Contractor and based upon unforeseen causes beyond the control and without the fault or negligence of the Contractor such as Acts of God which render impossible the Contractor’s performance under the contract. An “act of God” shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or make preparation in defense against.

D. Disputes

Performance During Dispute - Unless otherwise directed by the District, Contractor shall continue performance under the Contract while matters in dispute are being resolved. Further, the District shall pay Contractor for

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

any undisputed work performed by Contractor prior to or during the resolution of the matters in dispute.

- E. Alternative Dispute Resolution/Mandatory Arbitration
1. In the event that any controversy, claim or dispute between the District and the Contractor arising out of or related to this Contract, or the breach hereof, that has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the thirty (30) days following said written notice, the parties shall meet, confer and negotiate in good faith to resolve the dispute. Either party may, during said thirty (30) day period, request the utilization of the services of a professional mediator, and the other party or parties to this dispute shall cooperate with such request and share the reasonable costs of such mediator.
 2. Mandatory and Binding Arbitration
 - a. In the event that any controversy, claim or dispute between the District and the Contractor arising out of or related to this contract, or the breach hereof, cannot be settled or resolved amicably by the parties during the thirty (30) day period of good faith negotiations provided for above, the either party or any party hereto may submit said controversy, claim or dispute for binding arbitration before a single neutral arbitrator in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the parties to the arbitration shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in Title III of Part 4 (commencing with Section 1985) of the California Code of Civil Procedure, as and to the extent that the arbitrator deems fair and reasonable. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

- b. Any party desiring arbitration shall serve on the other party or parties and the San Francisco Office of the American Arbitration Association, in accordance with the aforesaid Rules, its Notice of Intent to Arbitrate ("Notice"). The parties shall select a single, neutral arbitrator who is generally familiar with the factual and legal issues that relate to this Contract and the dispute to be resolved by arbitration. In the event that the parties are unable to agree on a neutral arbitrator, then one shall be selected in accordance with the Rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing and it shall not be necessary to petition a court to compel arbitration.
- c. The parties to the arbitration shall share equally all costs of the arbitration, including the fee of the neutral arbitrator, and each party shall bear its own costs. The arbitrator shall have the authority, in accordance with the provisions of this Contract, to award to the prevailing party its costs, including its share of the arbitration costs, and reasonable attorneys' and expert witness fees and expenses.
- d. If a controversy, claim or dispute arises between the parties which is subject to the arbitration provisions hereunder, and there exists or later arises a controversy, claim or dispute between the parties, or either of them, and any third party, which controversy, claim or dispute arises out of or relates to the same transaction or series of transactions, said third party controversy, claim or dispute shall be consolidated with the arbitration proceedings hereunder; provided, however, that any such third party must be a party to an agreement with either of the parties which provides for the arbitration of disputes thereunder in accordance with rules and procedures substantially the same in all material respects as provided for herein or, if not, must consent to arbitration as provided for hereunder.
- e. All arbitration proceedings shall be held in Oakland, California.
- f. The Notice of the demand for arbitration shall be made

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

g. Waiver of Remedies for any Breach

In the event that the District elects to waive its remedies for any breach by the Contractor of any covenant, term, or condition of this Contract, such waiver by the District shall not limit the district's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

1.36 CLAIMS PROCEDURES

Claims up to \$375,000 are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims subject to these statutory provisions, the following procedures apply:

A. Claims under \$50,000

1. For claims of fifty thousand dollars (\$50,000) or less, the District shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of the District and the contractor.

2. The District's written response to the claim, as further documented, shall be submitted to the contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the contractor in producing the additional information, whichever is greater.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

- B. Claims over \$50,000
1. For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
 2. If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of the District and the Contractor.
 3. The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
 4. If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
 5. Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

- C. This section does not apply to tort claims nor shall it be construed to change the time periods for filing tort claims under the California Government Code.
- D. Public Contract Code Section 20104.4 establishes procedures for civil actions filed to resolve claims subject to this section. These procedures include mandatory submission of the matter to non-binding mediation followed, if necessary, by mandatory submission to judicial arbitration.

1.37 PRESERVATION AND CLEANING

The contractor shall clean up the work area at frequent intervals and at other times when directed by the District. Before final inspection of the work, the contractor shall clean the project site, and surrounding areas impacted by the work. All parts of the work area shall be left in a neat and presentable condition. Final cleaning shall include washing, dusting and sweeping, as needed. Final cleanup will be considered as included in the contract price.

1.38 COMPLETION OF WORK

When the contractor considers the work to be complete, the contractor shall notify the District in writing and request that the District issues a Certificate of Completion. The District shall make an inspection to determine if the work is complete in accordance with the contract documents. If the District does not consider the work complete, the District shall notify the contractor in writing stating the reasons thereof. The District shall convene a meeting to discuss the findings and the parties shall reach a mutual agreement on the resolution of the outstanding issues and a time frame in which corrective action will be taken to complete the work.

1.39 FAILURE TO MEET CONTRACT REQUIREMENTS

When the contractor fails to meet requirements of the contract, the product or service may be bought from any source by the District; and, if a greater price than that named in the contract is paid by the District, the excess price will be charged and collected from the contractor or sureties on its bond.

1.40 DEFECTIVE OR DAMAGED WORK

- A. Acceptance by the District of any services, equipment, supplies, or materials furnished under this contract shall occur only subsequent to the final inspection by authorized employees of the District.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

- B. The District shall reject defective or non-conforming service equipment, supplies, or materials and the contract price shall be adjusted accordingly, unless acceptable replacement is made.
- C. Any services, material, or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced, or corrected by the contractor hereunder, without additional cost to the District. If the contractor fails to comply promptly to repair, replace, or correct damaged or defective work, then the District shall, upon written notice to the contractor, have the authority to deduct the cost thereof from any compensation due or to become due the contractor.

1.41 RISK OF LOSS OR DAMAGE

All loss or damage arising from any unforeseen obstruction or difficulty, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of supplies, material, or equipment, or from any action of the elements prior to the delivery of the work, supplies, materials or equipment, or from any act or omission not authorized by under the contract, shall be sustained by the contractor.

1.42 FINAL APPROVAL

- A. Upon written notification by the Contractor that his work is completed and ready for acceptance, inspections and tests shall be performed by the Contractor as directed by, and in the presence of the District's Representative.
- B. Contractor shall furnish the District with certificates of approval and any manufacturer warranties with the application for final payment.
- C. All pre-final and final punch list items must be completed.
- D. The following performance evaluation shall be performed by AC Transit:
 - 1. Verification of materials to be used.
 - 2. Verification of proper installation procedures.
 - 3. Verify proper installation.
- E. Copies of all Lien Releases or Waivers from all Sub-Contractors.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 1

GENERAL CONDITIONS AND INFORMATION FOR BIDDERS

1.43 WARRANTY

Workmanship of Contractor and/or Sub-Contractors shall be warranted free of defects in materials and workmanship for one (1) year from the date of final acceptance by the District.

1.44 SHIPPING CHARGES

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

1.45 TAXES

- A. The supplies, materials, or equipment called for under the specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government. The District will, if requested, furnish a tax exemption certificate, and any and all affidavits and documents that may be necessary to establish such exemption.
- B. Unless otherwise stated in the Specifications, Special Conditions, or Bid Forms, bidder shall exclude applicable California State and local sales or use taxes in the total price in its bid. Said sales or use tax, wherever applicable, will be paid by the District to the contractor, if licensed to collect same or otherwise directly to the State.

1.46 ACCEPTANCE OF TERMS

Execution of this document shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract.

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2

SPECIAL CONDITIONS

2.1. BEFORE STARTING WORK

Before starting work, Contractor shall carefully study and compare the contract documents and check and verify pertinent information therein. Contractor shall promptly report to the District's Project Manager in writing any conflict, error, ambiguity, or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation from the District before proceeding with any work. Failure to do so shall become the liability of the Contractor and any costs associated therewith shall be borne by the Contractor.

2.2. SCHEDULE, RETENTION, AND INVOICING

A. Schedule of Prices

A schedule of prices shall be submitted for each phase of construction. The schedule of prices shall be based upon deliverables and significant critical path points established by a milestone schedule proposed by the Contractor, subject to negotiation between the parties. The negotiated schedule of prices shall serve as the basis of progress payments and shall be incorporated into the formal agreement issued by the District.

B. The District shall perform an inspection of each phase of the work. After the Contractor has satisfactorily completed all corrections, if any, identified in the inspection and has delivered to the District all documentation required by the Contract, the contractor may submit an invoice in accordance with Article B.1 AND B.2 below. The invoice shall be accompanied by, if not previously provided:

1. Consent of surety, if any, to payment.
2. Complete and effective releases or waivers of all Lien rights arising out of any Liens filed in connection with the work as defined in the Project Manual.

C. Retention

1. Ten percent (10%) of Contract total value shall be retained until final acceptance by the District.
2. The Contractor may substitute securities, subject to the mutual agreement and acceptance by the District, for any monies to be withheld by the District as retention, in accordance with the California Public Contract Code, Section 22300.

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2
SPECIAL CONDITIONS

D. Invoicing

1. At least twenty (20) days prior to the dates established for each progress payment, but not more than once a month, Contractor shall submit to the District's Project Manager an invoice for payment covering the work completed as of the date of the invoice accompanied by such supporting documentation as mutually agreed to by the parties.
2. Beginning with the second invoice and each invoice thereafter, the Contractor shall include an affidavit that all of the previous progress payments received to the account of the work have been applied to discharge Contractor's legitimate obligations associated with prior invoices for payment.
3. Invoices are to be submitted to:

AC Transit
P.O. Box 28507
Oakland, CA 94604
Attn: Accounts Payable

All invoices shall reference the Contract Number and Purchase Order Number.

4. Payment terms are Net 30 Days.

2.3 LAWS TO BE OBSERVED

The Contractor shall at all times observe, and shall cause all his employees and subcontractors to observe, all such requirements of law; and shall protect, indemnify, and hold harmless the District, its 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 his employees or subcontractors. If any discrepancy or inconsistency is discovered in the contract documents for the work in relation to any such requirements or laws, the Contractor shall immediately report the same to the District's Project Manager.

2.4 PUBLIC SAFETY

The Contractor shall assume all responsibility for public safety during construction, and all costs arising therefrom, shall be included in the contract amount. Whenever the Contractor's operations create a condition hazardous to

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2

SPECIAL CONDITIONS

traffic or to the public, he shall furnish, erect, and maintain, at his expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public. The Contractor shall also furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions. For work in public right-of-way, the Contractor shall comply with the rules and regulations of the state, county, or local agency that owns the right-of-way.

2.5 EXCAVATIONS

- A. In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four (4) feet, the Contractor shall notify the District promptly in writing, prior to disturbing any of the following conditions, of any:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in the California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Scope of Work.
- B. The District will promptly investigate the conditions, and if necessary issue a change order for the changes in the work, time for performance, and in compensation, as a result of the changed condition, in accordance with the change order procedures set forth in this Contract. In the event of any dispute between the District and the Contractor over the significance or existence of the changed conditions, the Contractor shall not be excused from the scheduled completion date set forth herein, but shall retain such rights it may have as provided herein.

2.6 NON-DISCRIMINATION

In connection with the execution of any Contract hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, creed, color, national origin, ancestry, physical disability, mental disability,

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2

SPECIAL CONDITIONS

medical condition, marital status, sexual orientation, sex, or age as defined in Section 12926 Government Code.

2.7 PROMPT PAYMENT TO SUBCONTRACTORS

In accordance with the District's DBE Program, the Contractor shall pay any subcontractors approved by the District for work that has been satisfactorily performed no later than thirty (30) days from the date of Contractor's receipt of payments by the District. Within sixty (60) days of satisfactory completion of all work required of the subcontractor, Contractor shall release any retainage payments withheld to the subcontractor.

2.8 PREVAILING WAGES

Contractor and each subcontractor shall pay to all workers employed on the work site not less than the prevailing rates of wages as determined by the Director of the State Department of Industrial Relations Pursuant to Section 1773 of the California State Labor Code. Prevailing rates are available through the Director of the State Department of Industrial Relations.

2.9 HOURS OF LABOR

Eight hours labor constitutes a legal day's work. The Contractor shall forfeit as penalty to the District \$25 for each workman employed in the performance of the contract by the Contractor, or by any subcontractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provision of the California Labor Code; and, in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in said Section 1815.

2.10 PAYROLL RECORDS

- A. The Contractor's attention is directed to the following provisions of California Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors.
- B. Each Contractor and subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 2

SPECIAL CONDITIONS

actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

- C. The payroll records enumerated under subdivision (A) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 2. A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- D. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request to the public for inspection, or copies thereof, made; provided, however, that a request by the public shall be made through either the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- E. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- F. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested such records within ten (10) days after receipt of a written request.
- G. Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2

SPECIAL CONDITIONS

- H. The Contractor shall inform the District of the location of records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- I. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such ten (10) day period, the contractor shall, as a penalty to the State or the District, forfeit Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- J. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776, may be deducted from any monies due or which may become due to the Contractor.
- K. The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the contract.

2.11 RESPONSIBILITY FOR DAMAGE; INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them, may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District.

2.12 COMPLIANCE WITH LAWS AND REGULATIONS

All materials and supplies furnished pursuant to the specifications shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by the District, provide certification and evidence of such compliance.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2

SPECIAL CONDITIONS

2.13 INSURANCE REQUIREMENTS

A. Minimum Scope of Insurance

1. Coverage shall be least as broad as:

- a. General Liability: Coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001.
- b. Automotive Liability: Coverage is to be equal to Insurance Services Office Business Auto Form CA 0001 (01/87) covering Automobile Liability, code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Course of Construction insurance in a form providing coverage for "all risk" of loss.
- e. Environmental Impairment/Pollution Liability Insurance including coverage for sudden and accidental discharge.
- f. Contractor's insurance must include coverage for the perils of Underground, Explosion, Collapse, and provide for coverage for the peril of sudden or accidental Environmental Impairment.

B. Minimum Limits of Insurance.

1. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project/location or the aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2

SPECIAL CONDITIONS

- c. Workers' Compensation: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
- d. Course of Construction- Completed value of the project, per occurrence.
- e. Environmental Impairment / Pollution Liability limits of \$1,000,000 per occurrence

C. Deductible and/or Self-Insured Retention

Any deductibles and/or self-insured retention must be declared to and approved by the District. The District reserves the option to: 1) Require the insurer to reduce or eliminate such deductibles and self-insured retention as to the District, and/or: 2) Require the Bidder to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions

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

1. General Liability, Automotive Liability

a. Contractor shall maintain limits no less than:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project/location or the aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3. The District, its directors, officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by on behalf of the Contractor; products and completed operations of the Contractor; premises owned,

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 2

SPECIAL CONDITIONS

occupied or used by the Contractor, automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its directors, officers, officials, employees, or volunteers.

4. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its directors, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
5. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its directors, officers, officials, employees, or volunteers.
6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.

b. Workers' Compensation and Employers Liability

The insurer shall agree to waive all rights of subrogation against the District, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the District.

c. Course of Construction

The District shall be named as loss payee, and the insurer shall waive all rights of subrogation against the District.

d. All Coverage

1. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after 30 days prior written notice by certified mail, return

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 2

SPECIAL CONDITIONS

receipt requested, has been given to the District addressed to Risk Manager, Alameda-Contra Costa Transit District, 1600 Franklin Street, Oakland, California 94612.

2. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as Contractor being required to provide acceptable evidence of the policy's retroactive date, and will be also required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services under the Contract.

E. Acceptability of Insurance

Insurance is to be placed with insurers with a current A.M. Best & Co. rating of no less than "A-:VII".

F. Verification of Coverage

Contractor shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverage required. The Certificates and Endorsements are to be signed by a person authorized by the insurer to bind coverage. The Certifications and Endorsements are to be received and approved by the District prior to the commencement of any work under the Contract. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Other Requirements

1. Should any work under this Contract be sublet, the Contractor shall require each Sub-contractor of any tier to comply with all of the Contract's insurance provisions and provide proof of such compliance to the District.
2. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Contractor under this Contract, including but not limited to the provisions concerning indemnification.
3. Compliance with these insurance requirements is considered a material part of the Contract, and breach of any provision may, at the

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 2

SPECIAL CONDITIONS

option of the District, be considered a material breach of the Contract and result in action by the District to withhold payment and/or terminate the Contract.

2.14 WAIVER OF REMEDIES FOR BREACH

In the event that the District elects to waive its remedies for any breach by the Contractor of any covenant, term, or condition of this contract, such waiver by the District shall not limit or restrict the District's remedies for any other breach of the contract.

2.15 CONTRACTOR'S STATUS

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

2.16 GOVERNING LAW

All matters arising under the contract shall be governed by California law.

2.17 VENDOR REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to Contract award. Proposers/Bidders should access www.actransit.org, select: purchasing, online purchasing, and Register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification-containing original signature-in proposal/bids. If online access is not available, contact the District's Purchasing Department for instructions.

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

3.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B 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.

3.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 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 contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract 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.
- B 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 the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

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

3.3 ACCESS TO RECORDS AND REPORTS

- A. In accordance with 49 C.F.R. 19.48, Contractor agrees to provide the District, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3.4 FEDERAL CHANGES

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 Contract between the Purchaser and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3.5 CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

U.S.C. § 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.

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

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 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. § 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. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 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.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 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.

- C. 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.

3.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The District, District of federal financial assistance from the FTA is committed to and has adopted a DBE Program in accordance with 49 C.F.R. part 26, issued by U.S.DOT.

It is the policy of the District to insure nondiscrimination in the award and administration of U.S DOT assisted contracts and to create a level playing field on which the Disadvantaged Business Enterprises (DBE) can compete fairly for the contracts and Subcontracts relating to the District's construction, procurement, and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE program. In connection with the performance of this Contract, the Contractor will cooperate with the District in meeting these commitments and objectives.

- B. Pursuant to 49 C.F.R. § 26.13, the Contractor is required to make the following assurance in this Contract with the District and to include this assurance in any Contracts it makes with Subcontractors in the performance of this Contract:
1. 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 the District deems appropriate.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

2. Additionally, all of the requirements described in the DBE Program shall be met. A Contract that has a specific DBE participation goal will be described in the Special Conditions.
 3. Any Contractor who would like to request additional information or ask questions regarding the District's DBE program may contact the District's DBE Representative through the Contract Specialist.
- C. DBE Program Definitions, as used in the contract:

Any terms used in this Program that are defined in 49 C.F.R. § 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations Some of the most common terms are defined below:

1. Disadvantaged Business Enterprise DBE

A DBE is a for profit, small business concern; 1) that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more socially or economically disadvantage individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. Small Business Concern

A small business concern is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 C.F.R. Part 121), whose average annual gross receipts for the previous three (3) years does not exceed \$16.6 million (or as adjusted for inflation by the Secretary of U.S. DOT) pursuant to 49 C.F.R. § 26.65(b).

3. Socially and Economically Disadvantaged Individuals

- a. There is a rebuttable presumption that an individual is both socially and economically disadvantaged if s/he is a citizen or lawfully admitted permanent resident of the United States and is:

Black American (including persons having origins in any of the Black racial groups of Africa);

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

Hispanic American (including persons of Central or South American, Cuban, Dominican, Mexican, Puerto Rican, or other Spanish or Portuguese culture or origin, regardless of race);

Native American (including persons who are Aleuts, American Indians, Eskimos, or Native Hawaiians); Asian-Pacific American (including persons whose origins are from Brunei, Burma (Myanmar), Cambodia (Kampuchea), China, the Commonwealth of the Northern Marianas Islands, the Federated States of Micronesia, Fiji, Guam, Hong Kong, Indonesia, Japan, Juvalu, Kirbati, Korea, Laos, Macao, Malaysia, Nauru, the Philippines, Samoa, Taiwan, Thailand, Tonga, the U.S. Trust Territories of the Pacific Islands (Republic of Pilau), or Vietnam; Subcontinent Asian American (including persons whose origins are from Bangladesh, Bhutan, India, the Maldives Islands, Nepal, Pakistan, or Sri Lanka);

A Woman; or

A member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration.

- b. Additionally, any individual can demonstrate, by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis. The District will follow the guidelines in 49 C.F.R. Part 26, Appendix E.
- c. An individual cannot be presumed or determined on a case-by-case basis to be economically disadvantaged if s/he has a personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary residence).
 - 1. Race-Neutral

A procedure or program that is used to assist all small businesses. For the purposes of this Program, race-neutral includes ethnic and gender neutrality.

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

2. Race-Conscious

A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.

3. Personal Net Worth

The net value of the assets of an individual remaining after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or participating DBE firm, or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her share of community property.

3.7 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Instructions for Certification (Attachments 5-8, 5-9, & 5-10)

- A. By signing and submitting this Contract, the lower tier participant is providing the signed certification set out below.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may pursue available remedies, including suspension and/or debarment.
- C. The Contractor shall provide immediate written notice to the District if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier 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 CFR Part 29]. You may contact the District for assistance in obtaining a copy of those regulations.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

- E. The Contractor agrees that by executing this Contract that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the District.
- F. The Contractor further agrees by executing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A Contractor 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 Contractor 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 Non- procurement List issued by U.S. General Service Administration.
- H. 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 Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under Paragraph E of these instructions, if a Contractor in a covered by this Contract knowingly enters into a lower tier covered Contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract, in addition to all remedies available to the Federal Government, the District may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction."

- (1) The Contractor certifies, by execution of this Contract, 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.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

- (2) When the Contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

3.8 BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder must submit to the FTA recipient the appropriate Buy America Certification, ATTACHMENT 5-17, with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

3.9 LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the District. (Attachments 5-11 and 5-12)

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3
FTA MANDATORY TERMS

3.10 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air, as amended 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

3.11 CLEAN WATER REQUIREMENTS

- A. 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 the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

3.12 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(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 CFR 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 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

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 CFR 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 (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) 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 CFR 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

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

- (4) With respect to helpers as defined in 29 CFR 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

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

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 therefor 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,

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

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

The District 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, the District 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,

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

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 CFR 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 the District 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 section 5.5(a)(3)(i) of Regulations, 29 CFR 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 section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

- (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 CFR 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 CFR 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

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

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 determines 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.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

- (ii) Trainees - Except as provided in 29 CFR 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 CFR part 30.

(5) COMPLIANCE WITH COPELAND ACT REQUIREMENTS

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

(6) SUBCONTRACTS

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 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 CFR 5.5.

(7) CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 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 CFR 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 CFR 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 CFR 5.12(a)(1).

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

- (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 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. 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.
- B. 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 therefor 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.
- C. Withholding for unpaid wages and liquidated damages - The District 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.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 3

FTA MANDATORY TERMS

- D. 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.
- E. 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 CFR 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.
- F. Section 107 (OSHA):- Contract Work Hours and Safety Standards Act - (i) The Contractor agrees to comply with section 107 of the Contract t Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
- (ii) Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract"

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

3.14 SEISMIC SAFETY REQUIREMENTS

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

3.15 ENVIRONMENTAL PROTECTION

- A. Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969 as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514 as amended, Protection and Enhancement of Environmental Quality, 42 U.S.C. §§ 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969 as amended, 40 C.F.R. part 1500 et seq.; and joint FHWA/FTA regulations "Environmental and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

- B. Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

3.16 ENERGY CONSERVATION REQUIREMENTS

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

3.17 PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records 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.
- B. 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 FTA.

3.18 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 4220.1E, dated June 19, 2003, 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 3

FTA MANDATORY TERMS

refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.

3.19 NOTIFICATION OF FEDERAL PARTICIPATION

This contract may be financed in part by the Federal Transit Administration (FTA). Accordingly, federal requirements apply to this contract. In the event that those requirements are revised during the performance of this contract, the contractor shall incorporate those revised provisions mandated by the FTA.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 4

SCOPE OF WORK

4.1 BACKGROUND

The purpose of this project is to remove and properly dispose of the existing paint booth and furnish and install a new paint booth, including but not limited to, related structural, electrical, and mechanical modifications to an existing facility. The project will take place at AC Transit's Central Maintenance Facility (CMF).

Parsons Brinckerhoff, as AC Transit's architectural and engineering firm, has prepared the construction plans and specifications. These plans and specifications are included herein as an integral part of the contract.

4.2 AC TRANSIT PROJECT MANAGER AND PROJECT LOCATION

- A. AC Transit Project Manager
1600 Franklin Street
Oakland, CA 94612
Zia Dairkee
510-891-4722
Fax 510-577-8859
- B. Project Location
AC Transit
10626 International Blvd.
Oakland, CA 94603

4.3 OVERVIEW

AC Transit is requesting bids for a paint booth installation and upgrade project. This will include the removal of an existing paint booth and installation of a new booth including the structural, electrical, and mechanical modifications necessary for the new downdraft paint booth system. The scope includes interior and exterior work at AC Transit's Central Maintenance Facility (CMF). The bid shall include, but is not necessarily limited to, all labor, materials, supplies, equipment, tools, transportation, and facilities, and services necessary to complete this project as described herein and in the Contract Drawings, as follows:

- A. Provide a schedule showing phased progress of work, especially as it may impact operations. Project schedule to be reviewed and approved by Project Manager.
- B. Obtain necessary permits from the City of Oakland.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 4

SCOPE OF WORK

- C. Coordinate all field inspections as required by the City of Oakland Building Department and Fire Department with respective agencies
- D. Coordinate all construction activities including utility connections and hot work permits with AC Transit project managers.

4.4 GENERAL REQUIREMENTS/ CONDITIONS

- A. Installation shall conform to all manufacturers recommended procedures and all Local, State, and National code requirements. All installations shall comply with the Americans with Disabilities Act (A.D.A.). If no specific recommendations are specified or available, then industry accepted standards and practices shall prevail.
- B. To be qualified for this project, the contractor must have a current Category A or B License issued by CSLB (California State License Board).
- C. Bid shall include, as required, the demolition and disposal of existing non-hazardous materials, light fixtures, wiring, conduit, existing paint booth, concrete, soil, debris and such similar items contained in the contract documents. It does not include removal, storage, remediation, or disposal of contaminated materials if found to be hazardous.
- D. Work shall be scheduled in such a manner as to minimize disruption of ongoing work and activities in the facility. The Contractor is responsible for safety and security precautions during the project to minimize risk of injury or theft of material stored on site.
- E. Work to be completed during regular working hours Monday through Friday between 7 a.m. to 5 p.m. The Project Manager must authorize, in writing, for work after-hours or on weekends.
- F. The Contractor shall not allow debris or waste materials to accumulate; regular, periodic removals shall be made to keep premises and building in orderly appearance during the performance of work. In no case shall debris or waste be permitted to accumulate for more than five (5) business days.
- G. The Contractor, after completion of the work and prior to final inspection and acceptance by the AC Transit Project Manager, shall thoroughly clean all work areas from dirt, stains, soiling, or defacement of any kind.

**PAINT BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 4

SCOPE OF WORK

- H. Reasonable access to parking, materials storage, restrooms, temporary power, and water will be provided on-site by AC Transit. The Contractor is responsible for security and protection from the elements.
- I. The Project Manager shall designate specific areas for delivery and unloading of construction materials and equipment. The Contractor shall not park vehicles or equipment, or unload materials, at any area other than designated areas without the prior approval of the Project Manager.

4.5 MAINTENANCE OF OPERATIONS

The Contractor shall designate a qualified, responsive, and responsible Project Superintendent to coordinate all construction activities with the Project Manager and persons in charge of the District's facilities to ensure as few interruptions as possible. This person must have experience in construction of this type and other similar projects.

4.6 EXISTING CONDITIONS

Bidders shall field verify all existing conditions including dimensions and report any discrepancies prior to bid, contractor shall review as-built drawings as necessary and make a site evaluation to determine if existing structural, mechanical, electrical, compressed air supplies are adequate. AC Transit requests written notification if the infrastructure requires removal, modification, relocation, or replacement, to facilitate the installation of new equipment. No allowances will be made for the Contractor's failure to report discrepancies during the bidding process.

4.7 ADDENDA AND SUBSTITUTIONS

- A. Questions, Requests for Information, or Substitutions will be answered in written addenda only. Substitutions will be evaluated, but not limited to the following criteria: they must meet or exceed the specified product in; performance, lifecycle, maintenance, energy costs, insulation, seismic, structural, appearance, license, or royalty costs and have the same or better warranty. The Project Manager shall have the final word until any dispute is arbitrated.
- B. If a change or substitution is allowed the Contractor is responsible for additional costs, claims, and damages arising from the substitutions impact to design, drawings, construction, schedule, and any other aspect of this project.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 4

SCOPE OF WORK

4.8 SUBMITTALS AND SHOP DRAWINGS

- A. The Contractor shall submit manufacturer's or supplier's shop drawings for paint booth, HVAC equipment, controls, and any other items required by the contract documents for review and approval. The submittal shall include performance data and detail sufficient to show compliance with the specifications and contract drawings.
- B. No material or equipment may be delivered to the job site or installed until the Contractor has in his possession, the approved shop drawings and submittals for the particular material, or equipment. The Contractor shall furnish to AC Transit, eight (8) copies of every shop drawing and submittal.
- C. Samples, drawings, specifications, and catalog cut sheets submitted for approval shall be properly labeled and organized to allow easy cross-referencing to the contract documents. Labeling shall reference the drawings and specifications using page or drawing numbers and section or detail numbers and column lines or other location references. Where applicable, labeling shall also indicate the name, location, and specific system for which the material or equipment is to be used (i.e. Air Dryer, dwg. E3.1, Mechanical Room, 100 psi compressed air system). Data of a general nature or without proper cover or labeling will not be acceptable.
- D. The Project Manager's approval of shop drawing shall not relieve the Contractor of responsibilities of field dimensions and compliance with contract documents. Said approvals do not in any way relieve the Contractor from his responsibility for furnishing material or performing work as required by the contract or applicable codes.
- E. If there is a delay in the project due to delay of or improper submittal of shop drawings, no extension of time shall be granted to the Contractor.

4.9 PERMITS

The contractor shall obtain all permits and make arrangements for inspections by the authority having jurisdiction over the work described. Approvals and certificates of inspection for this work shall be submitted to the Project Manager at completion of the project, prior to final payment.

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 4

SCOPE OF WORK

4.10 MEETINGS

- A. A pre-project meeting will be scheduled after AC Transit awards the contract and a Notice to Proceed is issued to Contractor. Attendance by the Contractor and sub-contractors representative is required. The following will be discussed;
1. The Specifications, Drawings, and Schedule
 2. Procedure for on-site inspection and acceptance of work
 3. Safety requirements
 4. Work methods and equipment delivery/storage
 5. Determine areas for work and storage of material
 6. Establish requirements for temporary barricades
 7. Any other Owner / Contractor requirements or concerns
- B. Progress Meetings, at the Project Manager's discretion, shall be held at the job site to discuss construction activities and any problems that may arise from this contract. The Project Manager and the Contractor's representative shall attend the meetings.

4.11 CODES, REGULATIONS AND LAWS

- A. All work performed under these Specifications shall be in strict accordance with all Federal, State, and Local codes, ordinances, rules, and regulations of all public administrative authorities having jurisdiction over this work including, but not limited to:
- Underwriters Laboratories Listing and Standards
 - Cal-EPA.
 - Cal-OSHA

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 4

SCOPE OF WORK

- B. The bidder shall inform the Project Manager of all discrepancies that he observes between these codes, laws, ordinances, and regulations, and the specifications and drawings pertaining to this work, in writing, prior to performing the work.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENTS

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

Attachment 5-1

Bidder's Declarations and Statement of Understanding

The undersigned declares that he/she has read the IFB and has authority to submit the following bid. The bidder understands that, in addition to this Bid Response Form, the IFB and bidder's supporting documents constitute parts of the bid and are incorporated herein by reference. Bidder acknowledges that addenda numbers ___ through ___ have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made part of our bid.

Bidder hereby designates _____ as the person to contact for additional information about our bid.

Telephone No: _____

E-mail address: _____

Internal Revenue Service (IRS) Reporting Requirements: _____

Check one: Corporation; Partnership; Sole Proprietor; _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number: _____

Identify UBA Number: _____

Business License Number: _____

What is the official name registered with the IRS for this number? _____

Firm Name: _____

Address: _____

City, State: _____

Telephone Number: _____

Authorized Signature: _____ Title: _____

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

Attachment 5-2

BID FORM

ITEM	DESCRIPTION	QTY	TOTAL PRICE
1	Specification Division 2-----SITE WORK	LOT	
2	Specification Division 3-----CONCRETE	LOT	
3	Specification Division 4-----MASONRY	LOT	
4	Specification Division 5-----METALS	LOT	
5	Specification Division 7-----MOISTURE PROTECTION	LOT	
6	Specification Division 8-----DOORS & WINDOWS	LOT	
7	Specification Division 9-----FINISHES	LOT	
8	Specification Division 11-----EQUIPMENT	LOT	
9	Specification Division 13-----SPECIAL CONSTRUCTION	LOT	
10	Specification Division 15-----MECHANICAL	LOT	
11	Specification Division 16-----ELECTRICAL	LOT	
12	Submittals and shop drawings (if required)	LOT	
13	Misc.(furnish detailed list and cost)	LOT	
14			
	Total		

TOTAL PRICE (Material) \$ _____

TOTAL PRICE (Labor) \$ _____

Cost of Permits \$ _____

Cost of Insurance \$ _____

Cost of Bonds \$ _____

Freight (Fob Destination) \$ _____

TOTAL PRICE \$ _____

Taxes (will not be included in contract award value). \$ _____

Estimated project completion, in weeks, after Notice to Proceed _____

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-3

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes
and

says that he or she is _____
of
(position or title)

(the Contractor)

The party making the foregoing contract that the contract price is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix the bid price of the Contractor or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or date relative thereto, or paid, and will not pay, any free to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: _____ By: _____

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-4

STATEMENT OF BIDDER'S QUALIFICATIONS AND EXPERIENCE

The BIDDER is required to state below what work of similar magnitude or character he has done, and to give reference that will enable the District to judge of his experience, skill and business standing and of his ability to conduct his work and as completely and as rapidly as required under the terms of the contract documents.

All questions must be answered and the data given must be clear and comprehensive. Provide the nature of the work performed, for whom, amount of contract, dates of work, and the name of architect, engineer, or other supervising person for the District or public agency. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information.

1. When organized?

2. If a Corporation, where incorporated?

3. How many years have you been in the contracting business under your current firm or trade name? _____

4. Have you ever defaulted on a contract? _____

5. If so, where and why? _____

6. How was it resolved? _____

7. Have you ever failed to complete any work? _____

8. If so, where and why? _____

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-4

9. How was it resolved? _____

10. Any claims for labor code violations? _____

11. List the projects currently under contract including the contract value, the scheduled completion date, the contact person and their phone number.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-5

BIDDERS BOND

That we _____ As PRINCIPAL and _____
_____ As SURETY, are held and
firmly bound unto the ALAMEDA-CONTRA COSTA TRANSIT DISTRICT herein called
"AC TRANSIT" OR "DISTRICT" the sum of FIVE (5) PERCENT OF THE TOTAL
AMOUNT OF THE BID of the Principal named above, submitted by said Principal to the
District for the work described below, for the payment of which lawful money of the
United States of America, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these
presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ _____
_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,
That whereas the Principal has submitted a Bid No. 2006-938 to the District specifically
to furnish and install a new, 95' downdraft paint booth and related structural, electrical,
and mechanical modifications to an existing facility, which is to be opened on _____,
2006

NOW, THEREFORE,
If the aforesaid Principal is awarded a Contract, and within the time and manner
required under the specifications, after the prescribed forms are presented to it for
signature, enters into a written Contract, in the prescribed form in accordance with the
Bid, and files two bonds with the District, one to guarantee faithful performance and the
other to guarantee payment for labor and materials, then this obligation shall be null and
void, otherwise, it shall be and remain in full force and effect.

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

California law shall govern the interpretation of this bond.

To be considered complete, both the Bidder and an admitted Surety insurer authorized
by the California Insurance Commissioner to transact surety business in the State of
California must sign this Bidder's bond. In addition, the Surety's signature must be
notarized and a copy of the Surety's power of attorney must be attached.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-5

BIDDERS BOND

In witness whereof, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS
_____ DAY OF _____, _____

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of Bidders Bond.]

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-6

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
Called the Principal, and _____, a corporation duly
organized under the laws of the State of _____
Having its principal place of business at _____
In the State of _____, and authorized to do business in the State of
California, herein called Surety, are held and firmly bound unto the Alameda-Contra
Costa Transit District hereinafter called "AC TRANSIT", "DISTRICT", or "Obligee" in the
sum of _____
(\$ _____) being not less than FORTY (40%) of the total amount of the
Contract price, lawful money of the United States of America, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS the Principal has entered into a Contract with the Obligee for
_____ and said Principal is required under
the terms of said Contract No. 2006-938 to furnish a bond securing payment of claims
to which reference is made in Section 3248 of the California Civil Code.

NOW, THEREFORE, if said Principal or any of its subcontractors fails to pay any of the
persons named in Section 3181 of the California Civil Code, or the amounts due under
the California Unemployment Insurance Code with respect to work performed under the
Contract, or any amounts required to be deducted, withheld and paid over to the
California Employment Development Department from the wages of the Contractor and
his subcontractors pursuant to Section 13020 of the California Unemployment
Insurance Code with respect to such work and labor, the Surety will pay same, in the
amount not exceeding the sum specified in this bond, and will also pay, in case suit is
brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any persons named in Section 3181 of the
California Civil Code so as to give a right of action to such persons or to their assigns in
any suit brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the California Civil Code.
The liability of the Principal and Surety hereunder is governed by the provisions of said
codes, all acts amendatory thereof, and all other statutes referred to therein, including
Section 3225 of the California Civil Code.

The Surety, for the value received, hereby agrees that no extension of time, alteration or
addition to the terms of the Contract, or to the work to be performed thereunder or to the

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-6

PAYMENT BOND

specifications incorporated therein shall impair or effect its obligations and to its bond and hereby waives notice of any such change, extension of time, alteration or addition. California law shall govern the interpretation of this bond.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance Commissioner to transact surety business in the State of California, must sign this Payment bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

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

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of Payment Bond]

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-7

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, THE Alameda-Contra Costa Transit District, herein called the "DISTRICT" or "AC TRANSIT" has entered into Contract No. 2006-938 with _____ called Principal for _____

and;

WHEREAS, said Principal is required under the terms of Contract No. 2006-938 to furnish a bond of faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound to the District, in the penal sum of _____

(\$ _____) lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if the above bonded Principal shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as provided in the Contract, on his part to be kept and performed at the time and in the manner specified and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

As a condition precedent to satisfy completion of the Contract, the above obligations to the amount of _____ (\$ _____) being not less than ONE HUNDRED PERCENT (100%) of the total amount payable to the District, under this Contract, shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the Principal makes full and satisfactory repair and replacement of defective materials, faulty workmanship, and work not conforming to the requirements of the Contract, and protects the District from cost and damage caused by same, then the obligation in the sum of _____

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-7

PERFORMANCE BOND

(\$ _____) shall become null and void, otherwise it shall remain in full force and virtue.

In the event that the District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum specified herein above, we agree to pay to the District, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

California law shall govern the interpretation of this bond.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance Commissioner to transact surety business in the State of California, must sign this Performance bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

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

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of performance Bond.]

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-8

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Prime Contracts totaling over \$100,000)

(Contractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized
Official

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-9

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling over \$100,000)

(Subcontractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-10

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) _____ certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-11

CERTIFICATION REGARDING LOBBYING

I, _____ (Name and Title of Authorized Official), hereby
certify on behalf of _____ (Subcontractor) that:

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 Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 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.

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 Section 1352, Title 31, U.S. Code. 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.

Signature and Title of Authorized Official

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-12

LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract b. Grant c. Cooperative agreement d. Loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, <i>if known</i> Congressional District, <i>if known</i> : _____	5. If Reporting Entity in No.4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: Federal Action Number, <i>if known</i> : _____	7. Federal Program Name/Description: CFDA Number, <i>If applicable</i>: _____	
	Award Amount, <i>if known</i> : \$ _____	
10a. Name and Address of Lobbying Entity (last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, <i>if necessary</i>)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Amount of Payment (<i>check all that apply</i>): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (<i>check all that apply</i>): <input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature Value _____	14. Brief description of Services 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) SF-LLL-A, <i>if necessary</i>)	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-12

LOBBYING ACTIVITIES

<p>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 reliance was placed by the tier 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 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 \$100,000 for each failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PAIN'T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-13

DISCLOSURE OF GOVERNMENTAL POSITIONS

List all Bidders and Subcontractor's employees who within the last twelve months have held or do hold any positions as directors, officers, Contractors or employees of any federal, state, or local governmental agency, or district.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 5 ATTACHMENTS

ATTACHMENT 5-14

DBE (MINORITY WOMEN) INFORMATION REPORT

Name(s) of DBE Enterprise	Description of Work/ Services/Supplies	Dollar Value

Bidder 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 CFR 661.7.

Company Name: _____

Authorized Signature: _____ Date: _____

Title: _____

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-15

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

1. PRIME CONTRACTOR

The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.

Certification No. _____ Expiration Date _____

The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

2. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a bid specifying the sub-contractor DBE status as stated under section 1 listed above.

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-15

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification.

Prime Signature

Date

(Position/Title)

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY**

SECTION 5 ATTACHMENTS

ATTACHMENT 5-16

DESIGNATION OF SUBCONTRACTORS

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each subcontractor, including D.B.E. subcontractor to whom bidder proposes to Subcontract more than 1/2 of 1 percent of the work, and description and portions of the Work or services Subcontracted.

Attach additional copies of this form if more space is required.

NAME AND ADDRESS	DESCRIPTION OF WORK OR SERVICES	ESTIMATED DOLLAR AMOUNT	DBE Y/N Pending

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-17

BUY AMERICA CERTIFICATE

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

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Bidder 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 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PAINT BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-18

SAMPLE CONTRACT

This CONTRACT is made and entered into this ___ day of __, 2006, by and between the Alameda-Contra Costa Transit District (hereinafter referred to as "AC Transit" or "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter referred to as "CONTRACTOR").

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall furnish the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 2006-938 dated September 27, 2006.

2. COMPONENT PARTS OF THE CONTRACT

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of this Contract by reference.

- A. This Contract.
- B. The IFB Number 2006-938 issued by the District dated September 27, 2006.
- C. Contractor's bid dated _____, 2006.

3. TIME OF PERFORMANCE

Services under this Contract shall be completed not later than _____, unless extended by the parties or terminated under paragraph 1.36 of the GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS of this Contract.

4. CONTRACT PRICE

Contractor shall provide all of the services specified in this Contract for a total firm fixed price of _____ and 00/100 (\$_____.00) as specified in the Contractor's Bid dated _____, incorporated herein by reference. The prices shall remain firm through the term of this Contract. The amount shall include all costs for labor, materials, tools,

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-18

SAMPLE CONTRACT

equipment, services, freight, insurance, overhead, profit, and all other costs incidental to the performance of the services specified under this Contract

5. BINDING EFFECT

All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the parties hereto and their respective successors, assigns and legal representatives

6. NOTICE

Any notices which may be required under this Contract shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses which may be specified in writing to all parties hereto.

DISTRICT:

CONTRACTOR:

Alameda-Contra Costa Transit District
Procurement and Materials Director
10626 International Blvd.
Oakland, California 94603

7. SEVERABILITY

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

8. ASSIGNMENT/SUBCONTRACTING

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or any right, title, or interest in or to the same or any part thereof without prior consent of the District.

9. 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.

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-18

SAMPLE CONTRACT

10. CONFLICT OF INTEREST

By signing this Contract, the Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The contractor further covenants that in the performance of this agreement, the Contractor shall employ no person having such interest, and that the Contractor receives no such commissions or any other payments from parties other than the District as a result of work performed hereunder.

Failure to comply with this provision serves as a basis for termination for default and the collection of any damages.

11. ENTIRE AGREEMENT

- A. This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- B. This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-18

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below:

FOR ALAMEDA-CONTRA
COSTA TRANSIT DISTRICT:

FOR CONTRACTOR:

Rick Fernandez,
General Manager

Date

Name
Please Print

Date

Signature

Approved as to Form:

Kenneth C. Scheidig
General Counsel

Date

Title

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-19

DRAWINGS AND SPECIFICATIONS

SPECIFICATIONS:

CENTRAL MAINTENANCE FACILITY
PAINT BOOTH UPGRADE
ISSUED FOR BID 16 JUNE 2006
DIVISIONS 2 THROUGH 16

DRAWINGS:

<u>DWG NO.</u>	<u>DRAWING TITLE</u>
<u>GENERAL</u>	COVER SHEET
<u>ARCHITECTURAL</u>	
A1.0	ABBREVIATIONS, LEGEND AND GENERAL NOTES
A1.1	SITE PLAN
A2.0	DEMOLITION PLAN
A3.0	FLOOR PLAN
A3.1	EXIT PLAN
A3.2	ROOF PLAN
A4.0	BUILDING SECTION
A4.1	SECTIONS / ELEVATIONS
A5.0	DETAILS SHEET 1 OF 2
A5.1	DETAILS SHEET 2 OF 2
<u>STRUCTURAL</u>	
S1.1	WALL SUPPORT DETAILS

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-19

DRAWINGS AND SPECIFICATIONS

S1.2 FOUNDATION AND TRENCH DETAILS
SHEET 1 OF 2

S1.3 FOUNDATION AND TRENCH DETAILS
SHEET 2 OF 2

S1.4 MISCELLANEOUS DETAILS

ELECTRICAL

E1.0 ABBREVIATIONS, LEGEND AND
GENERAL NOTES

E1.1 TITLE 24 SHEET 1 OF 2

E1.2 TITLE 24 SHEET 2 OF 2

E2.0 DEMOLITION PLAN

E2.1 LIGHTING DEMOLITION PLAN

E2.2 DEMOLITION-ROOF PLAN

E3.0 PARTIAL MAINTENANCE BLDG. FLOOR PLAN

E3.1 LIGHTING & POWER PLAN

E3.2 FIRE ALARM PLAN

E4.0 SINGLE LINE DIAGRAM AND FIRE
ALARM SYSTEM BLOCK DIAGRAM

E5.0 SECTION, DETAILS & LIGHTING FIXTURE
SCHEDULE

E6.0 DEMOLITION PHOTO DETAILS

MECHANICAL

M1.0 ABBREVIATIONS, LEGEND AND
GENERAL NOTES

PAIN T BOOTH
CENTRAL MAINTENANCE FACILITY

SECTION 5 ATTACHMENTS

ATTACHMENT 5-19

DRAWINGS AND SPECIFICATIONS

M2.0	HVAC DEMOLITION FLOOR PLAN
M2.1	PLUMBING DEMOLITION FLOOR PLAN
M3.0	HVAC FLOOR PLAN
M3.1	HVAC ROOF PLAN
M3.2	PLUMBING OVERALL PLAN
M3.3	PLUMBING FLOOR PLAN
M4.0	PLUMBING SCHEMATIC GAS AND CA PIPING DIAGRAMS AND DETAILS
M5.0	FIRE PROTECTION WATER DEMAND, ABBREVIATIONS, GENERAL NOTES AND FLOOR PLAN
M6.0	AIR FLOW AND CONTROL DIAGRAM

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK