

# INVITATION FOR BIDS

## LAVTA RUTAN MAINTENANCE AREA RESURFACING PROJECT #2015-14

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

<b>Date of Issuance:</b>	<b>November 16, 2015</b>
<b>Pre-Bid Meeting:</b>	<b>November 24, 2015 at 10:00 a.m.</b>
<b>Written Questions Due:</b>	<b>November 27, 2015 at 4:00 p.m.</b>
<b>Answers to Questions Provided:</b>	<b>December 1, 2015</b>
<b>Bids Due:</b>	<b>December 11, 2015 at 2:00 p.m.</b>
<b>Contract Award (estimated):</b>	<b>January 4, 2016</b>
<b>Notice to Proceed (estimated):</b>	<b>Upon completion of all agreement requirements</b>
<b>Project Completion:</b>	<b>Within One Hundred Thirty Calendar Days of Notice to Proceed</b>

**Contact Info: Beverly Adamo**  
**Director of Administrative Services**  
**(925) 455-7555**  
**frontdesk@lavta.org**

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NOTICE IS HEREBY GIVEN THAT sealed Bids will be received by the Administrative Services Department, of the Livermore Amador Valley Transit Authority (LAVTA) at its Administrative Offices, 1362 Rutan Court, Suite 100, Livermore, CA 94551, until **2:00 p.m. on December 11, 2015** to provide for the resurfacing of a concrete area and retiling of two offices, at the LAVTA Rutan Maintenance facility located at 1362 Rutan Court, Livermore, CA, in accordance with requirements of the Solicitation Documents, at which time they will be read. The engineer's estimate for the subject work is \$175,000.

A Pre-Bid Conference will be held at **10:00 a.m. on November 24, 2015** at the **LAVTA Administrative Offices, located at 1362 Rutan Court in Livermore, CA**. At this Conference, members of the LAVTA staff will be available to answer questions pertaining to the Contract Documents and Specifications and will conduct a tour of the facility. The Conference should take no longer than an hour.

All questions during the solicitation phase of this project shall be directed to Beverly Adamo, Authority's Director of Administrative Services, at the address above. You may also fax your written requests to 925-443-1375 or email [procurements@lavta.org](mailto:procurements@lavta.org). All questions concerning this project, and all requests for Approved Equals, **must be received in writing no later than 4:00 p.m. on November 27, 2015**. The LAVTA written Response to Questions shall be posted on the LAVTA website ([www.wheelsbus.com](http://www.wheelsbus.com)) **on December 1, 2015**.

Only signed Addenda issued by LAVTA are binding. Bidders are required to acknowledge receipt of all Addenda with their Bids.

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

Bids must be accompanied by a Bid Guaranty/Security in the form of a Certified or Cashier's Check, Bidder's Bond, or Irrevocable Standby Letter of Credit in the amount of at least ten percent of the total amount of the bid, as further defined in the Special Provisions. The Bid Guaranty/Security shall be retained by LAVTA and applied to any damages sustained by LAVTA in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it.

Bidders bidding as the prime Contractor shall possess a valid California State Class A or Class B Contractor's License at the time of Contract award and throughout the Contract term. The Invitation to Bid is available at [www.wheelsbus.com](http://www.wheelsbus.com) or may be requested in hard copy format at the Authority's offices.

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

No Contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid. For federally funded projects, the Contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a).)

Pursuant to California Civil Code Section 3247, the successful bidder shall furnish a payment bond if civil work exceeds twenty-five thousand dollars (\$25,000).

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

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

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

/s/ Beverly Adamo

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Beverly Adamo  
Director of Administrative Services

November 16, 2015

\_\_\_\_\_  
Date

The General Conditions and Instructions for Bidders (General Conditions) apply to all bidding except insofar as they may be modified by the Special Provisions, Federal Provisions, Davis-Bacon Act Wage Determinations, Technical Specifications, Bid Forms, or Addenda.

## 1. DEFINITION OF TERMS

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

"Authority" or "LAVTA" means Livermore Amador Valley Transit Authority.

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

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

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

"Bidder" means the firm or individual submitting the bid.

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

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

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

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

"Days" means calendar days unless otherwise indicated.

"Executive Director" means the Executive Director of the Livermore Amador Valley Transit Authority.

## 2. FORM OF BID AND SIGNATURE

The bid shall be made on the Bid Form(s) provided and shall be enclosed in a sealed envelope marked and addressed as required. If the Bidder is an individual, the bid shall be executed personally by the Bidder. If the Bidder is a co-partnership, it is desirable that the bid be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief finance officer, assistant chief financial officer, treasurer, or assistant treasurer, or by a person authorized by the corporation to execute written bids on its behalf. If the Bid Form is executed by a person other than an officer, or by only one officer, there must be attached to the bid a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the Bidder is a joint venture, the bid must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so. Bids submitted in any other form will be considered non-responsive and may be rejected. **No faxed or electronically-submitted bids or modifications will be considered.**

**3. BID FORM**

Blank spaces on the Bid Form shall be properly filled in. The format and language of the Bid Form must not be changed and no additions shall be made to any of the items. Alteration by erasures or interlineations must be explained or noted on the Bid Form over the signature of the Bidder. If the unit price and the total amount named by the Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors that appear on the face of the bid will be corrected by the Authority and the Authority will use the mathematically correct Grand Total Bid Price in determining the lowest monetary Bidder.

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

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

**4. OR APPROVED EQUAL CLAUSE**

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

**5. TAXES**

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

**6. CASH DISCOUNT**

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

**7. UNAUTHORIZED CONDITIONS**

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

**8. BIDDER'S SECURITY**

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

- a) Unconditional "certified check", "cashier's check", or "official check" drawn on a solvent bank payable to the order of Livermore Amador Valley Transit Authority;



- b) A Bidder's Bond using the form entitled "Bidder's Bond," provided with the Bid Forms, which is properly executed by the Bidder and an admitted surety insurer and is accompanied by the corporate surety's power of attorney. The surety's signature shall be notarized and the surety shall be acceptable to the Authority; or
- c) An Irrevocable Stand-by Letter of Credit, a sample of which is provided in the Bid Forms.

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

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

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

## 9. SUBMISSION OF BID

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

## 10. WITHDRAWAL OF BID

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

## 11. BID OPENING

At the due date and time specified in the Notice, the Executive Director or designee, will open, examine, and publicly read all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. All bids will then be examined and reported to the Board usually within 90 to 120 days from receipt of bids. The Authority reserves the right to postpone the bid opening for any reason.

## 12. SOLE BID EVALUATION

In the event a single bid is received, the Authority may conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. It should be recognized that a price analysis involves a comparison with other similar procurements and must be based on an established or competitive price for the products subject to the comparison. The comparison must be made with

a purchase of similar volume and involving similar specifications. Where a difference exists, a detailed analysis must be made of the price differential and costs or reasons associated therewith.

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

**13. BIDDER'S WAIVER**

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

**14. STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

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

**15. PENALTY FOR COLLUSION**

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

**16. INTEREST OF AUTHORITY PERSONNEL**

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

**17. PROHIBITED INTEREST**

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

**18. AWARD OR REJECTION OF BIDS**

Award will be made or bids will be rejected by the Authority within the time specified in the Special

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

## 19. BID PROTEST PROCEDURES

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

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

Protests based upon alleged improprieties that are not apparent or which could not have reasonably been discovered prior to the advertised bid due date or disputes over the staff recommendation for Contract award, shall be submitted in writing to the Executive Director, within five (5) days of postmark, faxed date, or other form of notification of the Authority's notice of Contract award recommendation. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Executive Director will respond to the protest, in writing, at least three (3) days prior to the meeting at which staff's recommendation to the Authority's Board of Directors will be considered.

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

Because this contract is partially funded by the FTA, protesters may have the right to appeal a bid protest to the FTA. Reviews of protests by FTA will be limited to the Authority's failure to follow its protest procedures, or to alleged violations of Federal law or regulation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the Authority or other basis of appeal to FTA.

## 20. TIME FOR EXECUTION OF CONTRACT AND FILING BOND

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

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

## 21. DOCUMENTS DEEMED PART OF CONTRACT

The Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Bid Forms, Technical Specifications, Appendices, Exhibits, Drawings and Addenda, if

any, will be deemed parts of the Contract.

**22. MANNER OF EXECUTION OF CONTRACT**

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

**23. EFFECT OF EXTENSIONS OF TIME**

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

**24. LIQUIDATED DAMAGES**

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

**25. DELIVERY**

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

**26. MATERIAL AND WORKMANSHIP**

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

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

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

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

**27. INSPECTION / ACCEPTANCE**

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

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

**28. WARRANTY OF TITLE**

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

**29. WARRANTY**

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

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, the Authority does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Business and Professions Code of the State of California, or any products liability of the Contractor as determined by any applicable decisions of a court of the State of California or of the United States.

**30. APPROVAL BY THE EXECUTIVE DIRECTOR**

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

**31. CONTRACTOR'S LIABILITY**

The Contractor shall indemnify, keep and save harmless the Authority and its directors, officers,

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

### **32. CONTRACTOR'S INTELLECTUAL PROPERTY LIABILITY**

The Contractor represents and warrants that its performance under this Contract, and all work, materials and equipment used in its performance of this Contract, will not infringe or misappropriate any intellectual property rights, such as patent, copyright, trademark or trade secret. In addition to the warranties and indemnities provided elsewhere in this Contract, the Contractor agrees that it will, at its own expense, indemnify, defend, and hold harmless the Authority and its directors, officers, employees, and agents against all demands, liabilities, damages, expenses, suits and proceedings that are based on any claim that the services, software, materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, or used in connection with the Contractor's work under this Contract, constitutes a violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties (including, without limitation, any trade secret, trademark, service mark, copyright, patent, process, method or device). If the institution or resolution of such a suit or proceeding requires the Authority to procure new non-infringing material or equipment, it may do so at the Contractor's expense.

The Authority will give the Contractor prompt notice in writing of the institution of the suit or proceeding. At no cost to the Authority and without diminishing the Contractor's duty to defend, the Authority shall have the right to control, monitor through counsel of its choosing, and participate in the defense (including, without limitation, selection of counsel) of any such demand, suit, or proceeding concerning matters relating to the Authority, none of which may be settled without the Authority's consent, which shall not be unreasonably withheld. The Authority, in its sole discretion, may permit the Contractor, through Contractor's counsel, to defend the same, and will give the Contractor all needed information, assistance, and authority to enable the Contractor to do so. If any third party files a claim or lawsuit against the Authority that impacts the Authority's ownership or use of work performed or materials or equipment supplied under this Contract, or any material components of this Contract, the Authority in its sole discretion may terminate this Contract for Contractor default. This indemnification shall survive the termination or expiration of this Contract.

### **33. CHANGES IN CONTRACT WORK REQUESTED BY THE AUTHORITY**

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

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

The Executive Director, or his/her designee, will further authorize the Contractor to perform such additional work and furnish such additional materials or equipment at the Contractor's catalog prices, less discounts ordinarily allowed to users of such materials or equipment or at regular

labor charges, less customary discount, or both. In the event that there are no such catalog prices or regular labor charges applicable to the change in the Contract work, the prices or charges shall be established by mutual agreement between the Authority and the Contractor.

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

In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract, or in the Specifications forming a part of the Contract, shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the Executive Director, or his/her designee, omit the performance of such work and the furnishing of such materials or equipment. There shall be deducted from the amount to be paid to the Contractor the amount which the Executive Director, and his/her designee, and the Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment and such determination and agreement shall be final and conclusive upon the Contractor.

#### **34. CHANGES TO CONTRACT WORK REQUESTED BY THE CONTRACTOR**

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

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

#### **35. CLAIMS AND DISPUTES**

The Contractor shall be solely responsible for providing timely written notice to the Authority of any claims for additional compensation and/or time in accordance with the provisions of the Contract. It is the Authority's intent to investigate and attempt to resolve any Contractor claims before the Contractor has performed any disputed work. In addition, the Authority desires to mitigate its responsibility (if any) for any Contractor claims before the disputed work is performed. Therefore, Contractor's failure to provide timely notice, as provided for in the Contract, shall constitute a waiver of Contractor's claims for additional compensation and/or time.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Authority, including the failure or refusal to issue a modification, or the happening of any event or occurrence, unless it has given the Authority due

written notice of a potential claim. The potential claim shall set forth the reasons for which the Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the Authority, such notice shall be given to the Authority prior to the time that the Contractor has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the Contractor shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the Authority, and shall be governed by all applicable provisions of the Contract. The Contractor shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the Contractor's claim, they may choose arbitration and/or mediation.

**36. EFFECT OF FAILURE TO COMPLETE CONTRACT**

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

**37. ASSIGNMENT AND DELEGATION**

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

**38. SUBCONTRACTING**

The Authority reserves the right to approve any subcontractor that is used under this Contract. The Contractor shall give its attention to, and be responsible for, the fulfillment of all terms of the Contract, and shall keep all Contract work under its control. Nothing in the Contract shall create any contractual relationship between the Authority and any subcontractor. The Contractor is fully responsible to the Authority for the acts and omissions of its subcontractors and persons either directly or indirectly employed by its subcontractors, just as it is for the acts and omissions of persons directly employed by the Contractor.

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

**39. TERMINATION OF CONTRACT**

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

In the event that the Contractor at any time during the entire term of this Contract breaches the



requirements or conditions of the Contract, and does not within 10 calendar days of receipt of notice thereof from the Authority cure such breach or violation, the Authority may immediately terminate this Contract and shall pay the Contractor only its allowable costs to the date of termination. If the Contractor does cure the breach or violation, any subsequent breach or violation of any kind may be cause for immediate termination without notice.

**40. NON-EMPLOYEE PICKETING**

If an employee of the Contractor pickets the facilities of the Authority in connection with a labor dispute, the Authority may terminate or suspend the Contract immediately. In addition, the Contractor shall reimburse the Authority for expenses incurred by the Authority resulting from the picketing or Contract suspension or termination.

**41. ENVIRONMENTAL, SAFETY AND HEALTH STANDARDS COMPLIANCE**

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

**42. HAZARDOUS CHEMICALS AND WASTES**

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

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

**43. ANTITRUST CLAIMS**

The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

"In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 12) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder."

**44. TITLE VI COMPLIANCE**

During the performance of any Contract entered into pursuant to these Contract Documents, the Contractor, for itself, its assignees and successor in interest, agrees that it shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time, which are incorporated by reference and made a part of this Contract.

**45. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of the contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State and local laws. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**46. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

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

**47. AUTHORITY'S WAIVER OF CONDITIONS**

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

**48. SEVERANCE**

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

**49. ATTORNEYS' FEES**

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

**50. GOVERNING LAW**

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

**51. RIGHTS AND REMEDIES OF THE AUTHORITY**

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

**1. SCOPE OF CONTRACT**

It is the intent of the Authority to award a Contract for the LAVTA Rutan Maintenance Area Resurfacing Project, in accordance with these specifications and as more particularly described in the Technical Specifications which are included herewith. The engineer's estimate for the subject work is \$175,000.

**2. SCHEDULE OF ACTIVITIES**

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

- A. Pre-Bid Conference -- **10:00 a.m. on November 24, 2015**. Please reference Special Provision 3.
- B. Requests for Clarification/Interpretation **must be in writing -- to be received by 4:00 p.m. on November 27, 2015**. Please reference Special Provision 6.
- C. Requests for Approved Equals -- **to be received by 4:00 p.m. on November 27, 2015**. Please reference Special Provisions 7 and 8.
- D. Authority's Response to Requests for Clarification/Interpretation and Requests for Approved Equals will be posted on the Authority's website at [www.wheelsbus.com](http://www.wheelsbus.com) **on December 1, 2015**. Please reference Special Provision 6.
- E. Bid Opening – **2:00 p.m. on December 11, 2015**. Please reference Special Provision 14.

**3. PRE-BID CONFERENCE**

A Pre-Bid Conference will be held beginning at **10:00 a.m. on November 24, 2015**, at the LAVTA Administrative Offices, 1362 Rutan Court, Suite 100, Livermore, CA 94551. At this Conference, members of the Authority's staff will be available to answer questions pertaining to the Contract Documents and Specifications. The Conference should take approximately one-hour. Attendance is mandatory to ensure Bidders are familiar with the Scope of Work, equipment, procedures, and to allow an opportunity to visit the job site and take measurements.

**4. QUALIFICATION OF BIDDERS**

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

- A. be a person or firm having the capabilities of performing the scope of work and securing specialty subcontractors who are properly licensed to perform the specialty work required for the types of services shown in the technical specifications; and
- B. have the equipment, materials, tools and labor force capable of performing the work within the required time frame; and
- C. be properly licensed in accordance with the laws of the State of California. **BIDDERS MUST POSSESS A VALID CLASS A OR CLASS B Contractor's LICENSE and shall maintain said license during the entire term of the Contract.**

Bidder must include on page B-3 of the bid its valid Class A or Class B license number and expiration dates. All subcontractors performing on the contract shall be properly licensed by the State of California to perform specialized trades.

Each bidder shall submit the form entitled "List of References," Pages B-7 through B-8, which is a list of five (5) firms for which it provides or has provided comparable services within the past two years.

No Contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid. For federally funded projects, the Contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a).)

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

**5. PERMITS AND INSPECTIONS**

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

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

**6. QUESTIONS AND REQUESTS FOR CLARIFICATION**

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision of these Contract Documents, they shall submit a written request to the named Contract Officer at the address set forth in Special Provision 14, for an interpretation or clarification no later than **4:00 PM, November 27, 2015**. Prospective bidders may also submit written requests to the named Contract Officer by email to: [procurements@lavta.org](mailto:procurements@lavta.org). The Authority will respond to such requests on **December 1, 2015** by posting responses on the Authority's website at [www.wheelsbus.com](http://www.wheelsbus.com).

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

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

**7. APPROVED EQUAL REQUESTS**

It is understood that specifying a brand name or specific types of components, equipment, and/or processes in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying the Authority of any inappropriate brand names, or types of components, equipment, and/or process that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article, or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. A Bidder may, at its option, use any equipment, material, article, or process which, in the judgment of the Authority, is equal to that designated. To do so a Bidder shall furnish, at its own expense, all test results, technical data and background information required by the Authority in making the determination as to whether the proposed equipment, material or article or process, in the judgment of the Authority, is equal to that designated. This shall be submitted on Form B-13, Request for Approved Equals included in these Solicitation Documents.

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

## 8. APPROVED EQUAL PROCEDURES

- A. Prospective Bidders may discuss these specifications with the Authority's Contract Officer. This, however, will not relieve Bidders from the procedure of submitting written documented requests as required by Paragraph B below.
- B. Requests for Approved Equals must be received by the Authority, in writing, no later than **4:00 PM, November 27, 2015**. No such requests will be considered by the Authority if received after this date. Any request for an Approved Equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal. All requests for Approved Equals shall be addressed to the Contract Officer, Contracts and Procurement at the address set forth in Special Provision 13.

To be considered, all requests for approved equals must be in writing, separately identified and delineated for each Technical Specification, Special Provision, or other item, and must be submitted on Form B-11, Request for Approved Equals included in these Solicitation Documents.

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

- C. The Authority's reply to requests received pursuant to Paragraph B above will be posted on the Authority's Website at [www.wheelsbus.com](http://www.wheelsbus.com) on **December 1, 2015**.

**9. BID FORMS**

Bids must be submitted on the bid forms provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Any bid which is conditional in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by the Authority, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive, and for that reason rejected.

**10. BID PRICES/COMPLETION OF BID FORM**

It is the intention of the Authority to award one Contract to the lowest responsive and responsible bidder for performing the work specified in the Contract Specifications. The determination of award will be made based on the lowest, responsive and responsible bid based upon a comparison of the Grand Total Bid Price as indicated on the Bid Form.

No Contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the time of bid. For federally funded projects, the Contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a).)

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

**11. PERFORMANCE OF WORK**

Contractor shall commence work only upon the Authority's issuance of a written Notice to Proceed, and shall continue until project acceptance, unless terminated sooner pursuant to Special Provision 26. Refer to Special Provision 20 for required time to complete the Project.

**12. BIDDER'S SECURITY**

Each bidder shall submit with its bid a Bidder's Security in the amount of at least ten percent (10%) of the total amount of the bid in a form satisfactory to the Authority, and as more particularly specified in Section 8 of the General Conditions and Instructions for Bidders.

**13. MARKING AND MAILING BIDS/BID OPENING**

Two counterparts – comprised of one original, and one duplicate of each bid, together with all of the required bid documents, shall be securely sealed in an envelope.

All bids must be received by the Authority's Contracts & Procurement Department by **2:00 PM on December 11, 2015**, at which time they will be opened and read.

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

Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
Attention: Director of Administrative Services

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

**14. AWARD OF CONTRACT OR REJECTION OF BIDS**

With regard to Section 18 of the General Conditions and Instructions for Bidders, the award of Contract, if any, will be made within (120) calendar days after bid opening to the lowest responsive, responsible bidder. No bidder may withdraw its bid during said time period of (120) days.

Each bidder must submit a price quotation for the Grand Total Bid Price on the Bid Form. In determining the lowest responsive and responsible bidder, the Authority shall compare and evaluate the submitted bids in their entirety and make a determination on the basis of the bid submittals. Notification of award of Contract shall be made in writing to all bidders.

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

**15. CONTRACT BONDS**

**A. PERFORMANCE BOND**

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

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

**B. PAYMENT BOND**

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

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

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

**16. INSURANCE**



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

**A. Minimum Types and Scope of Insurance**

**1.) Workers' Compensation and Employers' Liability Insurance**

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
  - Waiver of Subrogation.

**2.) Commercial General Liability Insurance**

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

- a. This insurance shall include coverage for, but not be limited to:
  - Premises and operations.
  - Products and completed operations.
  - Contractual liability.
  - Personal injury.
  - Advertising injury.
  - Explosion, collapse, and underground coverage (xcu).
  - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

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

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

### 3.) **Business Automobile Liability Insurance**

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

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

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

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

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

### 4.) **Property Insurance**

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

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

- Contractor's own business personal property and equipment to be used in performance of this Agreement.
- The Authority's interest in materials or property to be installed, if any.
- Debris removal.
- Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

## **B. ENDORSEMENTS**

### **A. Additional Insured**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they

now, or as they may hereafter be constituted, singly, jointly or severally.

**2.) Waiver of Subrogation**

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

**3.) Primary Insurance**

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

**4.) Severability of Interests or Cross Liability**

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

**C. EVIDENCE OF INSURANCE**

**All Coverages**

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

**D. GENERAL PROVISIONS**

**1.) Notice of Cancellation**

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

**2.) Acceptable Insurers**

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

- 3.) Self-insurance**  
Upon evidence of financial capacity satisfactory to the Authority and Contractor's agreement to waive subrogation against the Authority respecting any and all claims that may arise, Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
- 4.) Failure to Maintain Insurance**  
All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Contractor's personnel and equipment have been removed from the Authority property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.
- 5.) Claims Made Coverage**  
If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:
- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
  - b. Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
  - c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
  - d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- 6.) Deductibles and Retentions**  
Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from the Authority.

**E. PAYMENT OF WORKERS COMPENSATION**

Each Contractor to whom a public works contract is awarded shall sign and file with the Authority the following certification, provided with the Bid Forms, prior to performing the work of the contract:

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

**17. LABOR CODE REQUIREMENTS**

The work performed under this Contract is subject to Public Works requirements. To the extent applicable, Contractors shall comply with California Labor Code and Prevailing Wage Laws. General Wage Determinations issued by the Director of Industrial Relations as applicable to the Livermore Amador Valley Transit Authority are available for inspection at the offices of the Authority.

Attention is directed to the following requirements of the Labor Code:

- A. Hours of Labor. Eight hours labor constitutes a legal day's work. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$25 for each worker employed in the performance of the Contract by the Contractor or subcontractor under him for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code Section 1813. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor Code and notwithstanding any stipulation inserted in any contract pursuant to the requirements of these sections, work performed by employees of the Contractor or subcontractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day and in excess of 40 hours during any one week at not less than 1½ times the basic rate of pay, as provided for in Section 1815. In addition, contractor/subcontractor may be required to pay double the basic rate of pay for all hours worked in excess of 12 hours in any workday and under other circumstances. (See California Code of Regulations sections 16100(c)(6), 16200(a)(3)(F) and applicable prevailing wage determinations.)
- B. Prevailing Wages. The Contractor and any subcontractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor shall, as a penalty, forfeit to the state or political subdivision not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which the worker is employed under the contract. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of whether the failure to pay the correct rate of per diem wages was due to the Contractor's good-faith mistake, and on the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. The Contractor shall make payroll records available upon request.

If a worker employed by a subcontractor on a public works project is not paid at least the general prevailing per diem wages by the subcontractor, the Contractor shall not be liable for the penalties described above unless the Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

The contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

Upon becoming aware of the subcontractor's failure to pay at least the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public work project.

Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid at least the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers at least the general prevailing rate per diem wages.

Pursuant to the provisions of Section 1773 of the Labor Code, the Owner has obtained the general prevailing rate of wages applicable to categories of workers the Owner anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned, of if no collective bargaining agreement applies, those holidays identified in Government Code Section 6700. Prevailing wage rates for this project are available at the offices of the Authority. In the event that the Contractor intends to utilize categories of workers different from, or in addition to, those anticipated by the Owner, it shall be Contractor's responsibility to bring such categories of workers to the Owner's attention immediately, and to obtain the appropriate wage rate from the Department of Industrial Relations (with the Owner's assistance if necessary). (See Title 8 California Code of Regulations Section 16202.)

The Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

Pursuant to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the Owner's bid issuance date.

The Authority will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid, and will not under any circumstances be considered as the basis of a claim against the Authority on the Contract.

- C. Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with these provisions by his subcontractors.
1. The Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
  2. The payroll records enumerated under subdivision (1) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
    - (a) 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.
    - (b) A certified copy of all payroll records enumerated in subdivision (1) shall be made available for inspection or furnished upon request to the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
    - (c.) A certified copy of all payroll records enumerated in subdivision (1) shall be furnished to the Authority's Labor Compliance Officer at the time the Contractor invoices for authorized work.

A certified copy of all payroll records enumerated in subdivision (1) 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 (b), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
  3. Contractor and each subcontractor shall file a certified copy of the records enumerated in subdivision (1) with the entity that requests such records within 10 days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be redacted 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 redacted.
  5. The Contractor shall inform the Owner of the location of records enumerated under subdivision (1), including the street address, city and

county, and shall, within five working days, provide a notice of a change of location and address.

6. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (1). Failure to comply after such 10-day period will subject Contractor to a penalty to the state or the political subdivision on whose behalf the contract is made or awarded, in the amount of \$25 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.
  7. The penalties specified in subdivision (7) above for noncompliance with the provisions of said Section 1776 may be withheld from any monies due or which may become due to the Contractor.
  8. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.
- D. Apprentices. The Contractor shall fully comply with the requirements of Sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. The Contractor shall require each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to comply fully with Sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

For information regarding labor classifications and rate determinations, please visit the California Department of Industrial Relations website at <http://www.dir.ca.gov>. Bidders may also contact the Authority's Procurement Officer with questions or submit their questions in writing pursuant to Special Provision 6.

## 18. SAFETY REQUIREMENTS

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

Upon the failure of the Contractor to comply with any of the requirements of this Section, the Project Manager shall have the authority, but not the duty, to stop any operations of the Contractor affected by such failure until such failure is remedied. No part of the time



lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by the Contractor.

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

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

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

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

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

**19. SUBMITTALS**

Within 15 days of the issuance of the NTP, and prior to any fabrication or other performance, the Contractor will present to the Authority Facilities Contract Administrator, a work schedule and a summary of materials to be used in the performance of this project.

**20. TIME AND SCHEDULE FOR PERFORMANCE**

Contract personnel will be allowed at the work site only during normal Authority working hours (Monday through Sunday, 4:30 AM thru 2:00 AM (next day)), unless otherwise authorized by the Authority Procurement Officer. Liquidated Damages may be applied to any dated missed below. The work schedule will be as follows, with "days" meaning **calendar** days:

NTP	NTP issue date
NTP + 120 days	Work to be substantially completed, inspected, punchlist finalized
NTP + 130 days	Work to be completed, inspected and approved

**21. DESIGNATION OF SUBCONTRACTORS**

Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of the Authority. Contractor shall be solely responsible for reimbursing any subcontractors and Authority shall have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the

work which shall be done by each subcontractor, as part of the "Designation of Subcontractors and Sub-Bidders" form included in the Bid Forms. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The Contractor shall pay any subcontractors approved by LAVTA for work that has been satisfactorily performed no later than ten (10) days from the date of successful completion of such work. In the event Contractor does not make such payments to the subcontractors in accordance with the time periods in this section, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

## **22. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

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

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

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

## **23. FINAL ACCEPTANCE**

The Contractor will schedule a preliminary inspection with the Authority Facilities Contract Administrator when work is substantially complete. This inspection will assess the work

based on the contract specifications and related data as previously accepted by the Authority. Punchlist items will be clearly noted with copies provided for both parties. Within 5 days of the completion of the punchlist work the Contractor will schedule a final inspection with the Authority Facilities Contract Administrator.

#### **24. LIQUIDATED DAMAGES**

TIME IS OF THE ESSENCE IN THIS CONTRACT. In accordance with General Condition 24, and pursuant to Government Code Section 53069.85, the Contractor shall pay to the Authority the sum of (\$200.00) per day for each and every calendar day that the Contractor fails to meet the schedule as specified in Special Provision 20.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in Special Provision 21 for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the Authority to be beyond the reasonable control of the Contractor, provided Contractor notifies the Authority Facilities Contract Administrator in writing of the causes of delay within five (5) calendar days from the beginning of any such delay. The Authority Facilities Contract Administrator shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control. The Contractor shall not be liable for any loss, damage, or delay as herein provided that is due to any cause beyond the Contractor's reasonable control.

#### **25. PAYMENT AND INVOICING INSTRUCTIONS**

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

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

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

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

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

## **26. TERMINATION OF CONTRACT**

The Authority may terminate this Contract at any time by giving the Contractor (30) calendar day's written notice. Notice of termination shall be by certified mail. Upon termination, the Authority shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by Authority to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from the Authority cure such breach or violation, the Authority may immediately terminate this Contract and shall pay the Contractor only its allowable costs to date of termination.

## **27. CLAIMS PROCEDURES**

Claims up to \$375,000 are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims of fifty thousand dollars (\$50,000) or less, LAVTA 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 LAVTA may have against the Contractor. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), LAVTA 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 LAVTA may have against the Contractor.

If the Contractor disputes LAVTA response, or if LAVTA fails to respond within the time prescribed, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 15 days of LAVTA response or failure to respond. In the event that the meet and confer conference is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

For claims over \$375,000, LAVTA shall respond in writing within 90 days of receipt of the claim, or request additional documentation supporting the claim within 45 days of receipt of the claim. If additional documentation is requested, LAVTA will respond in writing to the claim within 30 days of the additional documentation, or within a period of time no greater than that taken by the claimant in providing the additional information, whichever is greater. If the Contractor disputes LAVTA's response, or if LAVTA fails to respond within the time prescribed, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 15 days of LAVTA's response or failure to respond. In the event that the meet and confer conference is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action

## **28. TECHNICAL ASSISTANCE**

The Contractor shall make available to the Authority, upon request, technical assistance for the purpose of assisting the Authority in resolving any problems that may arise in

connections with the provision of any of the services called for under this Contract.

**29. PROTECTION OF PROPERTY**

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

**30. DISQUALIFICATION QUESTIONNAIRE**

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

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

All Bids shall be accompanied by an executed Disqualification Questionnaire as required by Public Contract Code Section 10162, on the form provided in the Bid Forms, see B-10.

**31. AUTHORITY LOCATION**

The facility where the work is to be performed is

Livermore Amador Valley Transit Authority  
1362 Rutan Court  
Livermore, CA

**32. NON-COLLUSION DECLARATION**

Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by the Authority, which is attached and incorporated herein.

**33. ASSIGNMENT OF CLAIMS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

**34. THIRD-PARTY CLAIMS**

- A. Pursuant to Public Contracts Code Section 9201, the Authority shall have full authority to compromise or otherwise settle any claim relating to the Contract at any time.
- B. The Authority shall provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.
- C. The Authority shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision B.

### **35. UTILITY RELOCATION**

Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify LAVTA in writing. Where necessary for the work of the Contract, LAVTA will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from LAVTA, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

### **36. EXCAVATION**

In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify LAVTA promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify LAVTA of such conditions prior to disturbing them, and shall await direction from LAVTA as to how to proceed.

### **37. TRENCH SAFETY**

For all contracts over \$25,000, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from LAVTA, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

**38. HAZARDOUS CHEMICALS AND WASTE**

The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule his operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

The Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the Owner. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the Authority by any agency as a result of such release and shall hold harmless, indemnify and defend the Authority from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and
2. any claim, cause of action, or administrative or judicial proceeding brought against the Authority, its directors, employees, and agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the Authority.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the Authority be identified as the generator. The Contractor shall notify the Authority of any such hazardous wastes, and the Authority reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the Authority from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

**39. PROMPT PAYMENT TO PRIME CONTRACTOR**

As required by CA Public Contract Code, Section 20104.50:

- A. Should the Authority fail to make any payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor, then the Authority will pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- B. Upon receipt of a payment request, the Authority will act in accordance with both of the following:
  1. Each payment request will be reviewed by the Authority as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
  2. Any payment request determined not to be a proper payment request suitable for payment will be returned to the Contractor as soon as

practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Section will be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

- C. The number of days available to the Authority to make a payment without incurring interest pursuant to this article shall be reduced by the number of days by which the Authority exceeds the seven (7) day return requirement set forth above.
- D. For purposes of this Section:
  - 1. A "progress payment" includes all payments due the Contractor, except that portion of the final payment designated by the Contract as retention earnings. This project will not include progress payments, as Contractor will receive a lump sum payment upon issuance of Final Acceptance by LAVTA.
  - 2. A payment request shall be considered properly executed if funds are available for payment of the request, and payment is not delayed due to an audit inquiry by the financial officer of the Authority.

#### 40. PROMPT PAYMENT TO SUBCONTRACTORS

- A. The Contractor shall pay any subcontractors for work that has been satisfactorily performed no later than seven (7) days from the date of Contractor's receipt of payments by the Authority. The Authority may require Contractor to provide documentation satisfactory to the Authority of Contractor's compliance with this requirement as a condition of final payment and release of contract retention.
- B. Within seven (7) days of receipt of retention by the original Contractor, Contractor shall release any applicable retention payments withheld to the subcontractor.

In the event Contractor does not make progress payments or release retention to the subcontractors in accordance with the time periods in this section, Contractor may be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

#### 41. UNFORSEEN CONDITIONS

As required by California Public Contract Code, Section 7104:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the Authority, in writing, of any:
  - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of the 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, different materially from those ordinarily encountered and generally recognized as inherent in the nature of the work, provided for in the Contract.



- B. The Authority shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a work modification order under the procedures described in the Contract.
- C. In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### 42. ANTI-TRUST CLAIM ASSIGNMENT

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

#### 43. BID PACKAGE

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

- A. Bid Forms, Acknowledgment of Terms and Conditions and Schedule of Bid Prices, pages B-1 - 2 (Special Provision 9 & 10)
- B. Bidder's Bond, page B-3; or Irrevocable Standby Letter of Credit, sample page B-5; or Certified Cashiers Check, (General Condition 8, Special Provision 12)
- C. List of References, pages B-7 & 8 (Special Provision 4)
- D. Non-Collusion Declaration, page B-9 (Special Provision 32)
- E. Disqualification Questionnaire, page B-10 (Special Provision 30)
- F. DBE Questionnaire, page B13 & 14 (Special Provision 22)
- G. Designation of Subcontractors and Sub-Bidders, page B15 & 16 (Special Provision 21)

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

- A. Agreement
- B. Performance Bond (Special Provision 15)
- C. Payment Bond (Special Provision 15)
- D. Certificate of Insurance (Special Provision 16)

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

## **I. GENERAL**

It is the intent of these specifications to describe the Authority's requirements for the resurfacing of a concrete area of the Livermore Amador Valley Transit Authority (LAVTA) Rutan Maintenance facility in Livermore, CA in accordance with these specifications and as more particularly described in the Technical Specifications which are included herewith.

## **II. CONFORMITY**

All bidders must conform to these specifications, and the service they provide shall be of first class quality and shall be the best obtainable in the trades. The services required under this Contract shall comply with all OSHA, Federal, State, and Local regulations pertaining to the performance and application of said services, which includes all licenses and permits to perform the required services.

## **III. RESPONSIBILITY**

The Contractor shall assume responsibility for all services associated with this Contract, whether they are provided by the Contractor or a subcontractor of its selection.

## **IV. CLEAN UP**

During the progress of the work the Contractor shall keep the work area in a neat condition and shall dispose of refuse as often as directed or as may be necessary to maintain a work area free of any unsightly accumulation of debris or rubbish. At a minimum, the work area will be cleaned up at the end of each workday. Final Acceptance of the work will include the returning of the work area to the level of cleanliness when the work commenced.

## **V. USE OF PREMISES**

The work shall be performed in such a manner as to eliminate unnecessary noise, obstructions and other annoyances to nearby occupants. The Contractor will not encumber the premises with materials, equipment or vehicles except as mutually agreed with the Authority Contract Administrator. No business advertisement signs will be permitted. All utility vehicles that operate on LAVTA property will require a flashing amber light or flag during construction.

## **VI. OTHER**

1. LAVTA will provide initial review to the successful bidder on each element of the project, however, LAVTA will expect successful bidder to deliver remainder of project with minimal inspections and supervision.
2. In the event of a spill of diesel fuel, other petroleum products or hazardous materials, either as a result of work performed by the Contractor or other non-related activities at the Authority facilities, the Contractor may be required to perform clean-up activities, including removal of contaminated soils or other materials. These clean-up activities shall be performed in accordance with applicable OSHA, Federal, State and Local regulations, laws and guidelines. Refer to Special Provision 38.
3. Any suggested changes to the plans, work schedules or materials shall be reported immediately to the Authority Contract Administrator, with a written notice to follow within 24 hours that details the situation. The Authority, after having been properly notified, may choose to accept or reject the suggested change at its sole discretion- either choice will be communicated in writing. No extension of the completion date will be made unless clearly agreed to by both parties and evidenced in writing. Refer to General Condition 34.
4. The Contractor will designate an employee as its Project Manager/ Lead Person, who will

be responsible for all communications with the Authority Contract Administrator and supervise the day-to-day, on-site activities of the Contractor's or subcontractor's personnel.

## VII. THE WORK

The LAVTA Rutan Maintenance Facility, built in 1991 is located at 1362 Rutan Court, Livermore, CA. The purpose of the following scope is to provide resurfacing of a specified concrete area with a Novalac, and industrial rated tile flooring (offices) or approved equal, floor system.

The Contractor will be responsible for providing all labor, materials, tools, equipment and superintendence required to complete the project. **Bidders are required to attend the pre-bid meeting in order to confirm dimensions for bidding purposes.**

**FLOOR PREPARATION:** All loose coatings & floor tiling will be removed. The surface will be power scrubbed with caustic soap, power scrubbed with muriatic acid, rinsed and dried, and/or will be scarified with mechanical concrete scarifiers and dustless hand scarifiers to provide a clean textured surface. Cracks will be opened up with chipping hammers and filled. Fill material will be a product that is approved for use with Novalac (or approved equal) for the non-office areas. Exposed perimeters will be saw cut and key-in.

**AREA PREPARATION:** Work is to include all prep work and removal of old flooring in areas identified. All equipment will be disconnected and moved or lifted in order to cover all areas of the floor, in and around all equipment. Cleanup and disposal of all construction debris and/or old flooring materials is the responsibility of the contractor. All work will be performed in accordance with safety protocol set forth by both LAVTA and local codes and procedures to include OSHA. Contractor must ensure that areas surrounding the work area are free of dust, debris etc. during the work process.

Contractor is responsible for any moving of equipment, furniture, etc. and the storage of these items in order to complete the project. Plans for moving and storing any items **MUST** be approved of by LAVTA Project Manager prior to moving/storing.

Several items of machinery may be hardwired into the electrical system. Contractor is responsible for providing a licensed electrician to safely disconnect and then reconnect these machines. All machines are to be in the exact working order as they were prior to disconnect. Should the Contractor's electrician come across an item that does not function, it is the Contractor's responsibility to alert LAVTA staff **prior** to disconnect. Should any machine be anchored contractor is responsible for removing the anchors and re-anchoring said machine.

Bid should include reasonable, estimated schedule of time the job will take including expected start and finish time frames. Work is to be completed in phases while the venue is open Monday thru Sunday from 4:30am – 2am (next day).

**Note: The estimated square footage stated herein is to provide bidders with an approximate Scope of work for the project and it is the bidder's sole responsibility for accurately determining the amount of material and labor necessary to complete the work with no additional costs or time delays to be considered by LAVTA for bidder's inaccurate determinations.**

The following information is an approximation and not exact.

Large Service area - 12503 sq. ft.

Office 1 - 180 sq. ft.

Office 2 - 144 sq. ft.

3 Cage offices - 525 sq. ft.

Parts warehouse - 1815 sq. ft.

Install flooring material in all designated areas including under any open-bottom items, removable flanges and furnishings, and to the edge of all walls, columns and permanently mounted articles. Anchored shelving and cabinets are not to be considered permanent. Care will be taken to ensure that the installed flooring does not interfere or restrict any existing cabling or wiring for any devices including without limitation: computers, fax machines, telephones, copiers, electrical boxes and the like.

**DAILY OPERATIONS:** This work will be performed in a fully functioning repair shop. Because of the daily operations of the maintenance area, the resurfacing of the floors must be performed in phases. The shop will need to remain functional during all phases of the project.

Two bays will be available for repairs at all times. The vender will be responsible for providing enough laborers to remove and, **protecting from weather**, any equipment, storage bins, shelves, parts and office furniture to complete the resurface of the floors. Everything moved for this project must be placed in its original place unless otherwise specified.

An area on the North side of the repair bays, outside the building, will be provided for the temporary storage of equipment and other objects while the process is taking place. Contractor must supply any covering/temporary shelter. Please note that all equipment, tools, furnishings including all tangible items including without limitation to: furniture, desks, shelving, bookcases, floor mats, etc., including computer equipment must be protected from the elements at all times during this project.

**PARTS DEPARTMENT:** The Parts department **must** remain operational throughout the entire project. To accomplish this all shelving units, associated bins, cabinets, furniture, etc. will need to be removed and relocated to an area designated by the Project Manager within the shop floor according to bin number and shelving location. This area will serve as the temporary parts department while the parts department floor is replaced. Once they floor has been completed and is sufficiently cured according to manufacturer's specification, the parts will be put back exactly as they were, according to bin number and bin location unless otherwise specified by the project manager or duly authorized representative.

**MAP:** A map is provided below in order to identify the project areas. There are as-built plans for the existing facility that are available for viewing at LAVTA.

**PHASES:** Below are the recommended phases of the project. These will be finalized by the Contractor and LAVTA's project manager.

Phase 1:

Parts Department

Two (2) Offices (with industrial type tile)

Phase 2:

Mechanics tool box area and tire/welding area

Phase 3:

Bays 1 & 4

Phase 4:

Bays 2 & 5

Phase 5:

Bays 3 & 6

**CAGE:** There are three (3) cages in the parts department that are used for various repairs/office. The cages must be emptied prior to the beginning of the project and then reinstalled exactly as they were prior to the beginning of the project. The walls and doors may be left and worked around.

**INSTALLATION:** The pitched surface will be overlaid with Polycrete SLB, or approved equal, industrial floor resurfacer @ 1/8" to 3/8" thickness with a 100% broadcast of structural sand and will be sealed with two coats of Cryl-a-glaze Novolac sealer and will follow the contour of the existing surface. Any fill material needed should be included in bid along with flooring systems manufacturers' specification sheet showing

that said fill is approved for use with that specific flooring system. The Novalac Epoxy filling should be a 15 millimeter thickness. Bidders should be providing the Novalac Protect 1750 system, with a grey pigmented coating. Several areas throughout the shop have either permanent yellow safety striping or warning signs applied to the existing floor surface. These stripes and signs shall be reapplied with the new flooring.

**OFFICE AREA:** There are two (2) office areas. Contractor is responsible for measuring and confirming the areas at the mandatory pre-bid meeting and offering LAVTA at least two choices of industrial type tile for these areas.

**GUARANTEE OF WORK:** The warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

Material and labor must be guaranteed for 5 years against loss of adhesion or erosion from the top due to chemical attack. Warranty shall commence upon Final Acceptance. Patches and repairs would not be covered by this warranty.

Such corrective work shall be at the sole expense of Contractor and shall be performed in a timely manner at the reasonable convenience of Owner. All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain response for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

Temporary storage area

Section 2

Section 2

OFFICE

OFFICE

Section 1

OFFICE

Section 3

Section 4

Section 5

Section 5



2015-14

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**BID FORMS**

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

Pursuant to the Notice Inviting Bids, the undersigned Bidder submits a bid on the attached bid Forms and binds itself on award by the Livermore Amador Valley Transit Authority (LAVTA) under this bid to execute a Contract in accordance with its bid, the Contract Documents attached hereto and entitled "LAVTA Rutan Resurfacing Project, [2015-12]", and to furnish the Bonds required by the Contract Documents. The components of the Contract Documents, namely, Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms; Addenda, if any, and drawings, are made a part of this bid and all provisions contained therein are hereby accepted and all representations and warranties required thereby are hereby affirmed.

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

In addition, the bid prices below include all costs for labor, materials, tolls, equipment, services, warranty, bonding, insurance, shipment, delivery, overhead, profit and all other costs necessary to perform the work in accordance with the Contract Specifications. The bidder shall provide the lump sum price to perform this work on this Bid Form Page B-2.

COMPANY NAME: \_\_\_\_\_

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

**LAVTA Rutan Maintenance Area Resurfacing Project  
2015-14**

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

ADDENDA NOs: (if none, so state): \_\_\_\_\_

**GRAND TOTAL BID PRICE**

**Our price to perform the work required by this IFB is the lump sum Grand Total Bid Price below:**

\_\_\_\_\_ dollars, \$\_\_\_\_\_.



2015-14

**ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

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

---

 Name of Business Organization

---

 Street Address

---

 City

---

 State

---

 Zip Code

---

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

---

 Signature

---

 Title

---

 Printed Name

---

 Date

---

 Signature\*

---

 Title

---

 Printed Name

---

 Date

---

 (\_\_\_\_) \_\_\_\_\_  
 Area Code Telephone Number

---

 (\_\_\_\_) \_\_\_\_\_  
 Area Code Facsimile Number

---

 Contractor's License No.

---

 License Classification

---

 Expiration Date

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

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

**\*NOTE: If the Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows:**

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

2015-14

**BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

California law shall govern the interpretation of this bond.

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

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.

\_\_\_\_\_  
Bidder's Name (Print)

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Surety's Name (Print)

\_\_\_\_\_  
Surety's Signature

\_\_\_\_\_  
Surety's Address

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

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

Notary Stamp

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**SAMPLE IRREVOCABLE STANDBY LETTER OF CREDIT**

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

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

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

Re: Irrevocable Standby Letter of Credit No. \_\_\_\_

Executive Director:

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

"The amount drafted is due to the Livermore Amador Valley Transit Authority because of the failure of to enter into a written Contract awarded to it by the AUTHORITY, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications for [CONTRACT NAME, CONTRACT NUMBER]. We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before \_\_\_\_\_, 2015. Partial drawings are permitted."

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

Sincerely,

\_\_\_\_\_  
**(Name of financial institution)**

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

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

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**LIST OF REFERENCES**

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

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

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

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

**LIST OF REFERENCES (Cont.)**

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

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

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

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## DISQUALIFICATION QUESTIONNAIRE

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

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

Yes\* \_\_\_\_\_ No \_\_\_\_\_

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

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

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

Submitted by: \_\_\_\_\_ (Company Name)

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

1. Approved equal is being requested for \_\_\_\_\_,  
to be used in place of \_\_\_\_\_ (list technical specification or other reference number, [e.g. page TS-11, title, subsection, item]).
2. Description of approved equal request/substitution: \_\_\_\_\_  
\_\_\_\_\_.
3. Product purpose: \_\_\_\_\_  
\_\_\_\_\_.
4. Does this proposed approved equal request/substitution meet all applicable federal, state and local laws and regulations? \_\_\_\_\_ (If NO, please explain):  
\_\_\_\_\_  
\_\_\_\_\_.
5. List three (3) commercial firms within the United States, which have used the proposed approved equal request/substitution (list California properties first):
  - A. Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Area Code/Telephone No. (\_\_\_\_\_) \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_
  - B. Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Area Code/Telephone No. (\_\_\_\_\_) \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_
  - C. Company Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Area Code/Telephone No. (\_\_\_\_\_) \_\_\_\_\_  
Name of Contact Person \_\_\_\_\_
6. List the benefits and any other reasons why the Authority should approve this request for approved equal/substitution:  
\_\_\_\_\_  
\_\_\_\_\_.
7. **Attach pertinent test data, technical data and background information on the approved equal/substitution request.**

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
QUESTIONNAIRE**

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Designation of Subcontractors and Sub-bidders**

Bidder's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Is your firm a Disadvantaged Business Enterprise: Yes \_\_\_\_\_ No \_\_\_\_\_  
Firm's Annual Gross Receipts: \_\_\_\_\_ Age of Firm: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California and Authority sub-bid reporting requirements.**

**Instructions:** (1) Bidder is required to furnish the following information on all subcontractors that will perform work, provide labor or render services in an amount in excess of .5% of the total contract price pursuant to Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California and Authority sub-bid reporting requirements.  
(2) In addition, Bidder **MUST** provide information below for ALL subcontractors/subconsultants/suppliers ("sub-bidders") that provided Bidder a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). Signature is required on page two of this form.

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Fax/Contact Person	Contractor's License No. (if applicable)	DBE (Yes/No)	Portion of Work/Bid Item No. or Type of Materials/Supplies	Dollar Amount of Work/Supplies	Bid/Quote Accepted (Yes/No)
1						
2						
3						
4						
5						

**Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.**

**Designation of Subcontractors and Sub-bidders (Continued)**

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Fax/Contact Person	Contractor's License No. (if applicable)	DBE (Yes/No)	Portion of Work/Bid Item No. or Type of Materials/Supplies	Dollar Amount of Work/Supplies	Bid/Quote Accepted (Yes/No)
6						
7						
8						
9						
10						

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the LAVTA. The undersigned certifies that any DBE listed whose quote was accepted will be performing a commercially useful function on the contract. I certify under penalty of perjury that the information included on this form is accurate and true.

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_, hereinafter called "Contractor" and the Livermore Amador Valley Transit Authority, hereinafter called "Authority."

WITNESSETH, that the Contractor and the Authority, for consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK**

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

**CONTRACT DOCUMENTS**

**FOR:**

RUTAN MAINTENANCE AREA RESURFACING PROJECT

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dated \_\_\_\_\_, 2015, and which are appended hereto and made part of this Agreement.

2. **TERM OF CONTRACT**

The Contractor shall complete all work under the Contract Documents within 130 calendar days of the Notice to Proceed. After the Contract has been executed by the parties, the CONTRACTOR shall begin work within one (1) calendar day after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed.

3. **CONTRACT PRICE**

The Contractor shall faithfully perform the work required in the documents for the lump sum amount shown on the bid documents. Payments shall be made to the Contractor at the time and in the manner provided in the Contract Specifications.

4. **INDEPENDENT CONTRACTOR STATUS**

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



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**5. COMPONENT PARTS**

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

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

**6. SERVICE OF NOTICE**

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

**7. GOVERNING LAW**

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

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IN WITNESS WHEREOF, Authority has caused these presents to be executed by the Authority's officer thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

**FOR THE CONTRACTOR:**

Name under which business is conducted:

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

\_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Type of business organization:

\_\_\_\_\_

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

\_\_\_\_\_

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

By: \_\_\_\_\_ Print \_\_\_\_\_ Title: \_\_\_\_\_

By:\* \_\_\_\_\_ Print \_\_\_\_\_ Title: \_\_\_\_\_

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY:**

By: \_\_\_\_\_  
Executive Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Attorney for the AUTHORITY

\*If the Contractor is a Corporation, this Agreement *must be executed by two corporate officers*, consisting of:  
(1) the President, Vice President, or Chair of the Board, *and*  
(2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant CFO, Treasurer or Assistant Treasurer.  
Alternatively, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the Authority is provided demonstrating that such an individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

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## PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS**, that

**WHEREAS** the **LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY**, hereinafter designated as "LAVTA," has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a Contract for \_\_\_\_\_; and

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Address of Surety

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

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**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_ called the PRINCIPAL, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ in the State of \_\_\_\_\_, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the Livermore Amador Valley Transit Authority, hereinafter called the OBLIGEE, or order in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_ .00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for \_\_\_\_\_ and said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 3248 of the 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 Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY, will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

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

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

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

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

IT IS SO AGREED:

PRINCIPAL

SURETY

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

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

\_\_\_\_\_ [Name]

\_\_\_\_\_ [Name]

\_\_\_\_\_ [Title]

\_\_\_\_\_ [Title]

STATE OF CALIFORNIA

)

) ss.

CITY AND COUNTY OF \_\_\_\_\_

)

On \_\_\_\_\_, 20\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA

)

) ss.

CITY AND COUNTY OF \_\_\_\_\_

)

On \_\_\_\_\_, 20\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

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

