

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bids (IFB) for Construction of the Judy K. Souza



Operations Facility, Parking Structure and Related Site Work

Santa Cruz METRO IFB No. 12-23

Date Issued: June 29, 2012

Bid Deadline: 2:00 p.m., August 23, 2012



Contents of this IFB

1. Volume 1: Bidding and Contracting Requirements
 - Part I. Instructions to Bidders
 - Part II. Bid Form
 - Part III. General Conditions of the Contract
 - Part IV. Special Conditions of the Contract
 - Part V. Contract
 - Part VI. FTA Requirements for Construction Contracts
 - Part VII. Protest Procedures
2. Volume 2: Construction Specifications Divisions 1 - 9
3. Volume 3: Construction Specifications Divisions 10 - 16
4. Construction Drawings

Volume 1 of 3 Bidding and Contracting Requirements

DOCUMENT 00005

CERTIFICATIONS PAGE

Santa Cruz Metropolitan Transit District
Metrobase Project, Operations Building

Volume 1 of 3: Introductory Information, Bidding and Contracting Requirements

We hereby certify that these Contract Documents have been prepared by us or under our direct supervision in accordance with the rules and regulations governing the Architects and Engineers practicing in the State of California.

Architect

RNL Design
333 South Grand Ave; Suite 1480
Los Angeles, CA 90071

DOCUMENT 00006

PROJECT DIRECTORY

Santa Cruz Metropolitan Transit District
Metrobase Project, Operations Building

Owner		
Santa Cruz METRO 110 Vernon Street Santa Cruz, CA 95060	Les White lwhite@scmtd.com Frank Cheng fcheng@scmtd.com	831-426-6080 Fax 831-426-6117
Architect		
RNL Design 333 South Grand Ave; Ste. 1480 Los Angeles, CA 90017	Ed Carfagno, Principal ed.carfagno@rnldesign.com Henry Leung, Project Architect henry.leung@rnldesign.com	213-955-9775 Fax 213-955-9885
Civil Engineer		
Mesiti-Miller Engineering 224 Walnut Avenue; Ste.B Santa Cruz, CA 95060	Mark Mesiti-Miller mark@mme.com Rodney Cahil rodney@m-me.com	831-426-3186 Fax 831-426-6607
Landscape Architect		
Joni L. Janecki & Associates 515 Swift Street Santa Cruz, CA 95060	Joni Janecki jlj@jlja.com Nicole Steel njs@jlja.com	831-423-6040 Fax 831-423-6054
Structural Engineer		
Mesiti-Miller Engineering 224 Walnut Avenue; Ste.B Santa Cruz, CA 95060	Mark Mesiti-Miller mark@mme.com Dale Hendsbee dale@m-me.com	831-426-3186 Fax 831-426-6607
Security / Data Consultant		
TEECOM 1333 Broadway; Ste. 601 Oakland, CA 94612-1906	Scott Anderson scott.anderson@teecom.com	510-337-2800 Fax 510-337-2804
Mechanical Engineer		
Jacobs Frank H. Ogawa Plaza; Ste. 10 Oakland, CA 94612	Darin Stuart darin.stuart@jacobs.com	510-457-0027 Fax 510-457-0037
Electrical Engineer		
Jacobs Frank H. Ogawa Plaza; Ste. 10 Oakland, CA 94612	Darin Stuart stuarddl@c-b.com	510-457-0027 Fax 510-457-0037
Geotechnical Consultant		
Cotton Shires & Associates 330 Village Lane Los Gatos, CA 95030-7218	Pat Shires David Schrier dschrier@conttonshires.com	408-354-5542 Fax 408-354-1852

END OF DOCUMENT 00006

DOCUMENT 00010

TABLE OF CONTENTS

Santa Cruz Metropolitan Transit District
Metrobase Project, Operations Building

Volume 1 of 3: Introductory Information, Bidding and Contracting Requirements

INTRODUCTORY INFORMATION

- 00005 CERTIFICATIONS PAGE *[RNL]*
- 00006 PROJECT DIRECTORY *[RNL]*
- 00010 TABLE OF CONTENTS *[RNL]*

BIDDING AND CONTRACTING REQUIREMENTS

INVITATION FOR BIDS *[SCMTD]*

- I. Instructions to Bidders
 - II. Bid Form
 - Document 1 - Bid Form
 - Document 2 - Statement Of Bidder's Qualifications, Experience, Financial Viability, And Ability & Project Capacity
 - Document 3 - Non-Collusion Declaration To Be Executed By Bidder And Submitted With Bid
 - Document 4 - Bidder's Bond
 - Document 5 - Certification Of Proposed Contractor Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion
 - Document 6 - Certification Of Proposed Subcontractor Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion (over \$100,000)
 - Document 7 - Certification Of Proposed Subcontractor Regarding Debarment, Suspension And Other Ineligibility And Voluntary Exclusion (\$100,000 or less)
 - Document 8 - Disclosure Of Governmental Positions
 - Document 9 - Designation Of Subcontractors
 - Document 10 - Buy America Certificate
 - Document 11 - Certification Regarding Lobbying & Disclosure Form To Report Lobbying Activities
 - Document 12 - Statement Of Compliance
 - Document 13 - Apprenticeship Employment Certification
 - Document 14 - Workers' Compensation Certification
 - Document 15 - Conflict Of Interest Statement & Checklist
 - Document 16 - Levine Act Disclosure Statement
 - Document 17 - Organizational Conflicts Of Interest Disclosure Statement
 - Document 18 - Acknowledgment Of Addenda
 - III. General Conditions of the Contract
 - IV. Special Conditions of the Contract
 - V. Contract
 - Sample contract
 - Payment Bond
 - Faithful Performance Bond
 - VI. FTA Requirements for Construction Contracts
 - Federal Transit Administration (FTA) Requirements for Construction Contracts
 - Attachment A - Notice To Bidders/Proposers Disadvantaged Business Enterprise Information
 - Attachment B - Standard Agreement For Subcontractor/DBE Participation
 - VII. Protest Procedures
- 00320 GEOTECHNICAL INVESTIGATION INFORMATION *[RNL]*

INTRODUCTORY INFORMATION

- 00005 CERTIFICATIONS PAGE *[RNL]*
- 00006 PROJECT DIRECTORY *[RNL]*
- 00010 TABLE OF CONTENTS *[RNL]*

DIVISION 1 - GENERAL REQUIREMENTS

- 01100 SUMMARY *[RNL]*
- 01113 SPECIAL REQUIREMENTS FOR WORK SEQUENCING *[RNL]*
- 01250 CONTRACT MODIFICATION PROCEDURES *[RNL]*
- 01290 PAYMENT PROCEDURES *[RNL]*
- 01310 PROJECT MANAGEMENT AND COORDINATION *[RNL]*
- 01320 CONSTRUCTION PROGRESS DOCUMENTATION *[RNL]*
- 01330 SUBMITTAL PROCEDURES *[RNL]*
- 01400 QUALITY REQUIREMENTS *[RNL]*
- 01420 REFERENCES *[RNL]*
- 01500 TEMPORARY FACILITIES AND CONTROLS *[RNL]*
- 01573 TEMPORARY MOISTURE CONTROLS *[RNL]*
- 01600 PRODUCT REQUIREMENTS *[RNL]*
- 01700 EXECUTION REQUIREMENTS *[RNL]*
- 01731 CUTTING AND PATCHING *[RNL]*
- 01770 CLOSEOUT PROCEDURES *[RNL]*

DIVISION 2 - SITE CONSTRUCTION

- 02120 EXISTING PLANTS TO REMAIN *[JLJ]*
- 02210 FINISH GRADING *[JLJ]*
- 02221 BUILDING DEMOLITION *[RNL]*
- 02230 SITE CLEARING *[MME]*
- 02231 AGGREGATE BASE COURSE *[MME]*
- 02315 EXCAVATION *[MME]*
- 02320 BACKFILL *[MME]*
- 02324 TRENCHING *[MME]*
- 02374 EROSION CONTROL *[MME]*
- 02461 PRESTRESSED CONCRETE PILES *[MME]*
- 02512 SITE WATER DISTRIBUTION *[MME]*
- 02520 PRECAST CONCRETE PAVING *[JLJ]*
- 02539 SITE SANITARY SEWER SYSTEMS *[MME]*
- 02551 NATURAL GAS DISTRIBUTION *[MME]*
- 02607 MANHOLES AND COVERS *[MME]*
- 02620 SUBDRAINAGE SYSTEMS *[MME]*
- 02630 STORM DRAINAGE *[MME]*
- 02721 STORMWATER TREATMENT SYSTEM *[MME]*
- 02740 FLEXIBLE PAVEMENT *[MME]*
- 02750 RIGID PAVEMENT *[MME]*
- 02763 PAVEMENT MARKINGS AND STRIPING *[RNL]*
- 02810 AUTOMATIC IRRIGATION SYSTEM *[JLJ]*
- 02830 CHAIN LINK FENCING *[MME]*
- 02840 SIGNAGE *[RNL]*
- 02870 SITE AND STREET FURNISHINGS *[JLJ]*
- 02872 BICYCLE RACKS *[MME]*

- 02920 SOIL PREPARATION [JLJ]
- 02950 PLANTING [JLJ]
- 02970 LANDSCAPE MAINTENANCE [JLJ]

DIVISION 3 - CONCRETE

- 03100 CONCRETE FORMWORK [MME]
- 03200 CONCRETE REINFORCEMENT [MME]
- 03300 CAST-IN-PLACE CONCRETE [MME]
- 03330 ARCHITECTURAL CONCRETE [RNL]
- 03480 PRECAST CONCRETE VALVE VAULT [MME]

DIVISION 4 - MASONRY

- 04200 UNIT MASONRY [MME]

DIVISION 5 - METALS

- 05120 STRUCTURAL STEEL [MME]
- 05310 STEEL DECK [MME]
- 05400 COLD-FORMED METAL FRAMING [MME]
- 05500 METAL FABRICATIONS [RNL]
- 05511 METAL STAIRS [RNL]
- 05521 PIPE AND TUBE RAILINGS [RNL]
- 05522 HEAVY DUTY MODULAR RAILINGS [RNL]
- 05530 GRATINGS [RNL]
- 05700 PERFORATED SHEET METAL [RNL]
- 05720 DECORATIVE METAL RAILINGS [RNL]

DIVISION 6 - WOOD AND PLASTICS

- 06105 MISCELLANEOUS CARPENTRY [RNL]
- 06160 GYPSUM SHEATHING [RNL]
- 06402 INTERIOR ARCHITECTURAL WOODWORK [RNL]

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

- 07115 BITUMINOUS DAMPPROOFING [RNL]
- 07180 TRAFFIC COATINGS [RNL]
- 07190 WATER REPELLENTS [RNL]
- 07210 BUILDING INSULATION [RNL]
- 07214 CONTINUOUS BOARD INSULATION [RNL]
- 07270 PLASTIC SHEET AIR BARRIERS [RNL]
- 07450 REAR-VENTILATED FIBER-REINFORCED CEMENTITIOUS FACADE PANEL SYSTEM [RNL]
- 07540 ADHERED POLYVINYL-CHLORIDE (PVC) ROOFING [RNL]
- 07620 SHEET METAL FLASHING AND TRIM [RNL]
- 07770 ROOF SCREEN WALL SUPPORT [RNL]
- 07841 THROUGH-PENETRATION FIRESTOP SYSTEMS [RNL]
- 07842 FIRE RESISTIVE JOINT SYSTEMS [RNL]
- 07843 BUILDING PERIMETER FIRESTOPPING [RNL]
- 07920 JOINT SEALANTS [RNL]
- 07921 ACOUSTICAL JOINT SEALANTS [RNL]
- 07922 ACOUSTICAL CONTROL PUTTY PADS [RNL]

DIVISION 8 - DOORS AND FRAMES

- 08111 STANDARD HOLLOE METAL DOORS AND FRAMES ^[RNL]
- 08125 INTERIOR ALUMINUM FRAMES ^[RNL]
- 08211 PLASTIC-LAMINATE-FACED WOOD DOORS ^[RNL]
- 08311 ACCESS DOORS AND FRAMES ^[RNL]
- 08332 OVERHEAD FIRE-RATED COILING SHUTTERS ^[RNL]
- 08334 OPEN-CURTAIN OVERHEAD COILING GRILLES ^[RNL]
- 08400 ALUMINUM-FRAMED ENTRANCES, STOREFRONTS, AND WINDOW ^[RNL]
- 08412 ALL-GLASS ENTRANCE DOORS ^[RNL]
- 08520 SLIDING ALUMINUM COUNTER WINDOWS ^[RNL]
- 08710 DOOR HARDWARE ^[RNL]
- 08800 GLAZING ^[RNL]
- 08840 PLASTIC GLAZING ^[RNL]
- 08900 GLAZED ALUMINUM CURTAIN WALL ^[RNL]
- 08950 POLYCARBONATE GLAZED WALL ASSEMBLIES ^[RNL]

DIVISION 9 - FINISHES

- 09260 GYPSUM BOARD ASSEMBLIES ^[RNL]
- 09310 CERAMIC TILE ^[RNL]
- 09511 ACOUSTICAL PANEL CEILINGS ^[RNL]
- 09548 LUMINOUS CEILINGS ^[RNL]
- 09610 CONCRETE MOISTURE VAPOR EMISSION AND pH TESTING ^[RNL]
- 09611 FLUID APPLIED CONCRETE SEALER, DENSIFIER AND HARDENER ^[RNL]
- 09612 SLIP RESISTANT STAIR TREAD STRIPING ^[RNL]
- 09653 RESILIENT WALL BASE AND ACCESSORIES ^[RNL]
- 09654 LINOLEUM FLOOR COVERINGS ^[RNL]
- 09910 INTERIOR PAVEMENT MARKING ^[RNL]
- 09911 EXTERIOR PAINTING ^[RNL]
- 09912 INTERIOR PAINTING ^[RNL]

Volume 3 of 3: Introductory Information, Divisions 10 through 16

INTRODUCTORY INFORMATION

- 00005 CERTIFICATIONS PAGE ^[RNL]
- 00006 PROJECT DIRECTORY ^[RNL]
- 00010 TABLE OF CONTENTS ^[RNL]

DIVISION 10 - SPECIALTIES

- 10101 MARKERBOARDS ^[RNL]
- 10160 METAL TOILET COMPARTMENTS ^[RNL]
- 10440 INTERIOR BUILDING SIGNAGE ^[RNL]
- 10505 METAL LOCKERS ^[RNL]
- 10520 FIRE EXTINGUISHERS AND BRACKETS ^[RNL]
- 10521 PORTABLE FIRE EXTINGUISHER CABINETS ^[RNL]
- 10550 POSTAL SPECIALTIES ^[RNL]

- 10605 CHAIN-LINK PARTITIONS AND GATES ^[RNL]
- 10651 MANUALLY OPERATED ACOUSTICAL PANEL PARTITIONS ^[RNL]
- 10801 TOILET ROOM ACCESSORIES ^[RNL]

DIVISION 11 - EQUIPMENT

- 11020 FIRE DEPARTMENT KEY BOX ^[RNL]
- 11132 FIXED PROJECTION SCREENS ^[RNL]

DIVISION 12 - FURNISHINGS (Not Used)

DIVISION 13 - SPECIAL CONSTRUCTION

- 13700 BASIC SECURITY SYSTEM REQUIREMENTS ^[TCM]
- 13710 ACCESS CONTROL AND ALARM MONITORING SYSTEM ^[TCM]
- 13720 VIDEO SURVEILLANCE ^[TCM]
- 13770 SECURITY SYSTEM CABLING ^[TCM]
- 13780 SECURITY SYSTEM LABELING ^[TCM]
- 13790 SECURITY SYSTEM COMMISSIONING ^[TCM]
- 13930 FIRE PROTECTION SYSTEMS ^[JE]

DIVISION 14 - CONVEYING SYSTEMS

- 14240 HYDRAULIC ELEVATORS ^[RNL]

DIVISION 15 - MECHANICAL

- 15050 MECHANICAL GENERAL PROVISIONS ^[JE]
- 15051 SUBMITTALS ^[JE]
- 15052 OPERATION AND MAINTENANCE MANUALS ^[JE]
- 15060 HANGERS AND SUPPORTS ^[JE]
- 15070 VIBRATION ISOLATION ^[JE]
- 15075 MECHANICAL IDENTIFICATION ^[JE]
- 15081 DUCT INSULATION ^[JE]
- 15083 PIPING INSULATION ^[JE]
- 15120 PIPING SPECIALTIES ^[JE]
- 15130 PUMPS ^[JE]
- 15140 DOMESTIC WATER AND SANITARY DRAINAGE PIPING ^[JE]
- 15160 STORM DRAINAGE PIPING ^[JE]
- 15184 REFRIGERATION PIPING AND SPECIALTIES ^[JE]
- 15185 CHEMICAL WATER TREATMENT ^[JE]
- 15190 NATURAL GAS PIPING ^[JE]
- 15410 PLUMBING FIXTURES ^[JE]
- 15480 DOMESTIC WATER HEATERS ^[JE]
- 15510 HEATING BOILER AND ACCESSORIES ^[JE]
- 15550 FLUE PIPE ^[JE]
- 15642 CLOSED CIRCUIT COOLING TOWER ^[JE]
- 15732 PACKAGED ROOFTOP AIR CONDITIONING UNITS ^[JE]
- 15737 SPLIT SYSTEM AIR CONDITIONERS ^[JE]
- 15740 WATER SOURCE HEAT PUMP UNITS ^[JE]
- 15810 DUCTS ^[JE]
- 15820 DUCT ACCESSORIES ^[JE]
- 15834 CENTRIFUGAL FANS ^[JE]

- 15836 POWER VENTILATORS ^[JE]
- 15850 AIR OUTLETS AND INLETS ^[JE]
- 15862 AIR FILTERS ^[JE]
- 15900 CONTROLS ^[JE]
- 15950 TESTING, ADJUSTING, AND BALANCING ^[JE]

DIVISION 16 - ELECTRICAL

- 16050 ELECTRICAL GENERAL PROVISIONS ^[JE]
- 16051 SUBMITTALS ^[JE]
- 16052 OPERATION AND MAINTENANCE MANUALS ^[JE]
- 16053 ELECTRICAL SYSTEM COORDINATION STUDY ^[JE]
- 16054 ELECTRICAL DEMOLITION ^[JE]
- 16060 GROUNDING AND BONDING SYSTEMS ^[JE]
- 16061 TELECOMMUNICATIONS GROUNDING BACKBONE ^[JE]
- 16070 SUPPORTING DEVICES ^[JE]
- 16071 SEISMIC CONTROLS FOR ELECTRICAL WORK ^[JE]
- 16075 ELECTRICAL IDENTIFICATION ^[JE]
- 16080 ELECTRICAL TESTING ^[JE]
- 16120 WIRE AND CABLE ^[JE]
- 16130 BOXES ^[JE]
- 16132 CONDUIT ^[JE]
- 16133 WIREWAYS ^[JE]
- 16140 WIRING DEVICES ^[JE]
- 16150 WIRE CONNECTIONS AND DEVICES ^[JE]
- 16210 SERVICE ENTRANCE ^[JE]
- 16231 ENGINE GENERATOR ^[JE]
- 16276 DRY TYPE TRANSFORMERS ^[JE]
- 16336 TRANSIENT VOLTAGE SURGE SUPPRESSORS ^[JE]
- 16411 DISCONNECT SWITCHES ^[JE]
- 16423 CONTACTORS ^[JE]
- 16424 INDIVIDUAL MOTOR STARTERS ^[JE]
- 16441 SWITCHBOARDS ^[JE]
- 16442 PANELBOARDS ^[JE]
- 16491 FUSES ^[JE]
- 16510 LIGHTING FIXTURES - BUILDING ^[JE]
- 16520 LIGHTING FIXTURES - SITE ^[JE]
- 16530 EMERGENCY LIGHTING ^[JE]
- 16700 TELECOMMUNICATIONS BASIC REQUIREMENTS ^[TCM]
- 16705 TELECOMMUNICATIONS EQUIPMENT ROOMS ^[TCM]
- 16706 TELECOMMUNICATIONS BONDING ^[TCM]
- 16710 TELECOMMUNICATIONS HORIZONTAL CABLING ^[TCM]
- 16711 TELECOMMUNICATIONS BACKBONE TWISTED PAIR CABLING ^[TCM]
- 16712 TELECOMMUNICATIONS BACKBONE FIBER OPTIC CABLING ^[TCM]
- 16719 TELECOMMUNICATIONS TESTING ^[TCM]
- 16720 FIRE ALARM SYSTEMS ^[JE]
- 16900 LIGHTING CONTROL SYSTEMS ^[JE]

END OF DOCUMENT 00010

**PART I
INSTRUCTIONS TO BIDDERS**

1.01 INTRODUCTION

The Santa Cruz Metropolitan Transit District (Santa Cruz METRO) through this Invitation for Bids (IFB) is requesting sealed bids for a firm, fixed-price contract for Construction of the Judy K. Souza Operations Facility, Parking Structure and Related Site Work (the "Project"). Part I of the IFB provides instructions to be followed by Bidders in their responses to the IFB. Bidders must comply with the terms and conditions of this IFB, including any Appendices, Attachments, Addenda and Exhibits.

1.02 THE SCOPE OF WORK/PROJECT FUNDING

- A. The scope of work for the Project shall include but not be limited to the furnishing of, without limitation, all necessary supervision, labor, freight, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, tools and other expenses necessary to satisfy the provisions, plans and specifications of the IFB, expressed and implied for the construction of the new Judy K. Souza Operations Facility, Parking Structure and Related Site Work ("Project").
- B. The Project is funded in part with federal funding and as a result, each Bidder must adhere to all federal requirements as amended from time to time. The IFB and resulting Contract, contain certain standard terms and conditions required by the United States Department of Transportation (DOT) and the Federal Transit Administration (FTA), whether or not expressly set forth within the contract documents. All contractual provisions required by the DOT and FTA, as set forth in FTA Circular 4220.1F (a copy of which can be obtained from Santa Cruz METRO's Purchasing Agent), are hereby incorporated by reference and required to be followed by the Prime Contractor for the Project. By submitting a Bid, the Bidder warrants that it has read and understood the entire IFB including Part VI (FTA Requirements for Construction Contracts) and FTA Circular 4220.1F and agrees to fulfill all the terms and conditions of the contract if selected as the Prime Contractor.
- C. If the successful Contractor on the Project enters into written contracts with any subcontractor(s) who will be working on the Project, the Subcontractors must meet described criteria in order to be acceptable to Santa Cruz METRO and the subcontracts must contain certain mandated clauses. The Contractor is required to provide METRO with each subcontract and any amendment thereto throughout the contract term.
- D. Volume 1, Part 1 primarily contains language regarding instructions related to

the Bid which must be followed by each Bidder to insure that a completed and submitted Bid is responsive to the IFB. However, Part 1 also includes contract terms and conditions which are incorporated into the final contract that the successful Prime Contractor must follow.

1.03 COORDINATION, INTERPRETATION, AND EXAMINATION OF CONTRACT DOCUMENTS

CONTENTS: This Invitation for Bids (IFB) includes three volumes and the construction drawings. Volume 1 includes the following parts: (I) Instructions to Bidders, (II) Bid Form, (III) General Conditions of the Contract, (IV) Special Conditions of the Contract, (V) Contract, (VI) FTA Requirements for Construction Contracts and (VII) Protest Procedures. Volumes 2 and 3 contain the construction plans and specifications, including the administration and management of the construction. The construction drawings are identified separately. The Final Contract will include all the IFB parts identified above, any addenda that Santa Cruz METRO issues during the IFB process and the Contractor's completed bid documents.

- A. Each Bidder shall thoroughly examine and become familiar with all parts of the IFB and become knowledgeable and familiar with the Project site location, the general and local conditions and all other matters, which can in any way affect the work under this contract. Failure to make an examination necessary for this determination shall not release the bidder from the obligations of this contract.
- B. No oral contract or conversation with any Director, officer, agent or employee of Santa Cruz METRO, either before or after the execution of the contract, shall affect or modify any of the terms or obligations contained in the IFB or resulting Contract.
- C. Anything to the contrary herein notwithstanding, all DOT and FTA mandated terms (Part VI) shall be deemed to control in the event of a conflict with other provisions contained in this Contract unless the conflicting provisions provide more or greater rights to Santa Cruz METRO or third parties or a required state law provision provides more or greater rights to Santa Cruz METRO, third parties or to the Contractor. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Santa Cruz METRO requests, which would cause Santa Cruz METRO or the Contractor to be in violation of any DOT or FTA requirement.
- D. In the event of inconsistencies between requirements contained in different components of the contract documents, provisions in Volume I, II and III prevail over the remaining contract documents. In resolving other conflicting requirements among the Contract Documents, the order of precedence shall be as follows: 1. Change Orders; 2. Addenda; 3. Volumes 2 and 3; 4.

Executed Contract Document; 5. Volume 1; 6. With reference to Drawings:

- i. Figures govern over scaled dimensions, and
 - ii. Detailed drawings govern over general drawings.
- E. For purposes of these instructions and the resulting construction contract, “Contractor” and “Prime Contractor” mean the same.

1.04 PRE-BID CONFERENCE AND JOB WALK

- A. A pre-bid conference will be held on walkthru date on July 17, 2012 at 1:00 p.m. at the following location:

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, California 95060

- B. This will be followed by a job walk on the same day, to physically inspect the Public Works Project site location, and further clarify the Scope of Work.
- C. The pre-bid conference will consist of a discussion of the Project requirements followed by a question and answer period. In the job walk, Santa Cruz METRO staff will answer questions raised by the potential bidders during and after the tour of the Public Works Project site location.

Attendance at the pre-bid conference and job walk is strongly encouraged.

- D. Questions regarding the IFB should be submitted in writing to the Santa Cruz METRO Purchasing Agent at 110 Vernon Street, Santa Cruz, CA 95060 prior to the pre-bid meeting in order to allow Santa Cruz METRO staff sufficient time to prepare responses. Written questions submitted prior to and questions raised at the pre-bid conference and job walk will be answered, if appropriate, by written addenda to the IFB. Upon posting or delivery, such addenda will become a part of the bid documents and binding on all eligible bidders.

1.05 QUESTIONS, CLARIFICATIONS AND IFB REVISIONS

- A. Santa Cruz METRO has made every attempt to provide all information needed by Bidders for a thorough understanding of the project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this IFB and the terms and conditions under which the work is to be performed. If omissions, discrepancies, apparent errors or a need for clarification or explanation are found in the IFB, including the architectural or engineering plans and specifications prior to the date of bid opening, the Bidder shall

report such to Santa Cruz METRO in writing and request a clarification, which, if substantiated, will be given in the form of addenda to all Bidders. The bidder shall also inform Santa Cruz METRO's Purchasing Agent of all discrepancies that are observed between the Project's Plans and Specifications and any federal or state law or regulation in writing, prior to bid. The submission of a bid proposal shall be conclusive evidence that the Bidder has satisfied itself through its own investigation as to the conditions to be encountered, the character, quality and scope of work to be performed, the materials and equipment to be furnished and all requirements of the IFB. Written questions and/or written requests for clarification should be directed to:

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Attn: Erron Alvey, Purchasing Agent
E-mail: ealvey@scmttd.com
Phone (831) 426-0199
FAX: (831) 469-1958

- B. Santa Cruz METRO reserves the right to revise the IFB prior to the bid opening. Such revisions, if any, will be made by addenda to this IFB. Copies of such addenda will be furnished to all those who attend the Pre-Bid conference, will be posted at Santa Cruz METRO's website and will be furnished upon request. Bidders shall specifically acknowledge receipt of each and every addenda to the IFB Documents in their Bid. Failure to acknowledge receipt of each and every addenda may render the bid non-responsive. The date and time for submission of a Bid shall be extended by no less than 72 hours if the Purchasing Agent issues any material changes to the IFB later than 72 hours prior to the Bid Submission. For purposes of this paragraph, the term "material change" means a change with a substantial cost impact on the total bid as determined by Santa Cruz METRO.

1.06 SPECIFICATIONS BY BRAND OR TRADE NAME

Santa Cruz METRO does not intend in any manner to limit the bidding directly or indirectly by calling for a designated material, product, thing, or service by a specific brand or trade name. If a brand or trade name exists in the IFB, the words "or equal" are intended to follow so that bidders may furnish any equal material, product, thing, or service. A Bidder shall submit data substantiating a request for a substitution of "an equal item" by **last question date**. Santa Cruz METRO will inform all bidders of the request in the final addendum and whether Santa Cruz METRO accepts or rejects the requested substitution.

1.07 EXPENSES TO BE INCLUDED IN BID PRICE AND BID FORM

- A. Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into the Construction of a New Operations Facility and Related Site Work under the IFB complete and ready for immediate use by Santa Cruz METRO without additional expense. Bid price shall include, without limitation, all costs for supervision, labor, freight, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, tools and other expenses necessary to satisfy the provisions, plans and specifications of the IFB, expressed and implied. All prices shall include freight FOB to the designated delivery point. Santa Cruz METRO will reject requests for additional compensation for freight charges unless it has requested expedited delivery.
- B. Unless Bidder is specifically instructed to do otherwise in the Specifications of this IFB, sales taxes shall be included in the bid price in the amount of 8.5 % of the total bid price. Federal Excise Tax, from which Santa Cruz METRO is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder upon request.
- C. Samples of items, when required, must be furnished free of expense to Santa Cruz METRO and, if not destroyed by tests, may upon request, made at the time the samples are furnished, be returned at Bidder's expense.
- D. Should any unit price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., unit price can be determined by dividing the total price by the estimated quantity).
- E. Should any total price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., total price can be determined by multiplying the unit price by the estimated quantity).
- F. If any one line item is left blank, and the above situations do not apply, no attempt will be made to reconcile the amounts. The bid in this case will be considered non-responsive.
- G. The selected Prime Contractor shall prepare and submit for the Construction Manager and the Project Manager a detailed cost breakdown to serve as the basis for progress payments before work commences within 668 calendar days of the Notice of Award. The cost breakdown shall be segmented into basic items of work corresponding to the Schedule of Work with the aggregate equaling the Contract total. Cost breakdowns containing prices that appear to be unbalanced may be rejected. The following general guidelines shall be

followed in preparation of the cost breakdown:

- i. There must be sufficient detail included to allow the Construction Manager to verify progress in accordance with the progress payments specified elsewhere. As a minimum, the cost of each Specification section shall be identified; and
- ii. Each price must include the cost of material, equipment, and labor stated separately.

The Construction Manager/Project Manager will not make progress payments until the detailed cost breakdown has received favorable review.

1.08 INELIGIBLE PARTICIPANTS

- A. Contractors and subcontractors who are ineligible to bid on or perform public works contracts pursuant to California Labor Code §§1777.1 and/or 1777.7 and/or California Public Contract Code §6109 are prohibited from participating in this procurement. Bidder/Contractor are prohibited from performing work on this Project with a subcontractor who is ineligible to perform work on public projects pursuant to Labor Code §1777.1 and/or Labor Code §1777.7. Any Bidder/Contractor or subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code §1771.1 and §1771.7 and/or Public Contract Code §6109 shall not bid on this Project and shall not be awarded the contract or any part thereof. Any contract on this public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any Santa Cruz METRO public money for performing work as a subcontractor on this public works contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to Santa Cruz METRO. The Contractor shall be solely responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

1.09 CONTRACTOR'S LICENSE REQUIRED

- A. The work to be performed under the IFB require that the selected Contractor possess at the time that this contract is awarded a class "B" license under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the IFB and the Contractor shall be skilled and regularly engaged in the general class or type of work called for under this IFB. Contractor shall only hire Subcontractors for this Project who are properly licensed for the work each is contracted to perform in accordance with federal and state laws.
- B. Any selected Contractor not so licensed shall be subject to all legal penalties imposed by law, including but not limited to any appropriate disciplinary action

by the Contractors' State License Board. Failure of the selected Contractor to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security (Bid Bond) of the Bidder.

1.10 LEGAL DAY'S WORK

- A. Eight hours labor constitutes a legal day's work for purposes of this contract. The time of service of any workman employed on this contract is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.
- B. The Prime Contractor shall pay to Santa Cruz METRO twenty-five dollars (\$25) for each worker employed in the execution of the contract or by a subcontractor of the Prime Contractor 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 this section.
- C. The Prime Contractor and every subcontractor shall keep accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with this contract. The record shall be kept open at all reasonable hours for inspection by the Santa Cruz METRO and to the Division of Labor Standards Enforcement.

1.11 PREVAILING WAGE REQUIRED AND CERTIFIED PAYROLL RECORDS

- A. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this public work project is performed and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided for in California Labor Code Section 1771 et seq. In lieu of specifying the rate of wages in the IFB, Santa Cruz METRO will have copies of the prevailing rate of per diem wages on file at Santa Cruz METRO, located at 110 Vernon Street, Santa Cruz, CA, 95060. The statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code Section 1775) and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced (Labor Code Section 1813) by Santa Cruz METRO. The Contractor shall forfeit, as penalty to Santa Cruz METRO, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code. (See also federal law requirements in Part VI-FTA Requirements for Construction Contracts).
- B. Contractor shall comply with the statutory requirements related to certified

copies of payroll records including the maintenance of the records, their certification and their availability for inspection pursuant to California Labor Code Section 1776 and all federal requirements related to prevailing wage.

1.12 EMPLOYMENT OF APPRENTICES

The Contractor is required throughout the full term of this construction contract to comply with the statutory requirements relating to the employment of apprentices (Labor Code Section 1777.5).

1.13 DISADVANTAGED BUSINESS ENTERPRISES

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Finance Assistance Program. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.
- B. The contractor 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 this DOT-assisted contract. Failure by the contractor 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 Santa Cruz METRO deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (See 49 CFR 26.13(b)).
- C. Bidders are required to document DBE participation or, alternatively, to document adequate good faith efforts to do so as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following documentation concurrent with and accompanying the sealed bid:
 - i. The names and addresses of DBE firms that will participate in this contract;
 - ii. A description of the work each DBE will perform;
 - iii. The dollar amount of the participation of each DBE firm participating;
 - iv. Written documentation of the bidder's commitment to use a DBE whose participation it submits to meet the goal;
 - v. Written confirmation from the DBE that it is participating in the contract as provided in the Bidder/Contractor's commitment;
 - vi. If the DBE participation is nonexistent or limited, evidence of good faith efforts to secure DBE participation.

- D. To find a database of Certified Disadvantaged Business Enterprise (DBE) firms, please go to the State of California, Caltrans website address: <http://www.dot.ca.gov/hq/bep/> This site will provide access to the State's Unified Certification Program for DBE listings that are updated daily. Bidders can obtain additional information from the Purchasing Agent.
- E. Bidders must present the information required above as a matter of responsiveness with the initial BID (§ 49 CFR 26.53(3)).
- F. The Contractor must promptly notify Santa Cruz METRO whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Santa Cruz METRO.

1.14 PROJECT LABOR AGREEMENT

- A. Santa Cruz METRO is currently negotiating with the Monterey/Santa Cruz Building and Construction Trades Council for implementation of a Project Labor Agreement. An Addendum will be issued at the time those negotiations are complete notifying the prospective Bidder of the availability of the PLA and all documents associated with it. The selected Prime Contractor is required to comply with all terms and conditions of the PLA and will execute an agreement to that affect.

1.15 PROHIBITED INTERESTS

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

1.16 GRATUITIES

- A. It is improper for any Santa Cruz METRO officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect Santa

Cruz METRO's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a Santa Cruz METRO officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

- B. A Bidder shall immediately report any attempt by a Santa Cruz METRO officer, employee or agent to solicit such improper consideration. The report shall be made to Santa Cruz METRO's Purchasing Agent at (831) 426-0199 with a written follow-up letter setting forth the facts and circumstances of the solicitation. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.
- C. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.17 REQUIRED CERTIFICATIONS

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

1.18 SUBCONTRACTING

- A. The Bidder shall submit with his/her bid the names and locations of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to the detailed drawings contained in the plans and specifications, in an amount in excess of $\frac{1}{2}$ of 1 percent of the amount of the prime contractor's total bid and shall list the portion of the work which will be done by each subcontractor. This information shall be supplied on the Designation of Subcontractors Form, which is part of the Bid Form (Document 9). The Bidder is strictly prohibited from listing another contractor who will in turn sublet portions constituting the majority of the work covered by the contract. If the Bidder fails to specify a subcontractor or specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he/she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.
- B. Attention is directed to the requirements of Sections 4100 to 4114, inclusive, of the California Public Contract Code, which are incorporated herein by reference and are applicable to this contract. The Prime Contractor shall not,

without the consent of Santa Cruz METRO and pursuant to all applicable federal and state laws and regulations including Public Contract Code Section 4107, 4107.5, 4108, and 4109, either substitute any person as subcontractor in place of the subcontractor designated in the original List of subcontractors, or sublet or subcontract any portion of the work in excess of ½ of 1 percent of the total amount of his/her bid for which he/she did not originally designate a subcontractor. The Prime Contractor shall list only one subcontractor for each portion of the work as is defined by the prime contractor in his or her bid. When a portion of the work, which has been subcontracted by the contractor, is not being performed in a manner satisfactory to Santa Cruz METRO, the subcontractor shall be removed immediately at the request of Santa Cruz METRO, and shall not again be employed on the work. No subcontractor listed by the prime contractor under Public Contract Code Section 4104 as furnishing and installing carpeting shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

- C. The selected Prime Contractor will require each subcontractor by written subcontract to be bound to the Contractor by the terms of the contract documents, and to assume toward the Contractor, all the obligations and responsibilities which the contractor, by the contract documents, assumes toward Santa Cruz METRO, to the extent of the work to be performed by the subcontractor. Each subcontract shall preserve and protect the rights of Santa Cruz METRO under the contract documents with respect to the work to be performed by the subcontractor so that subcontracting will not prejudice such rights.
- D. Within 30 days of execution of the Contract for this Construction Project, the selected Contractor shall provide Santa Cruz METRO's designated Project Manager with each subcontract entered into for the Project and will thereafter provide any amendments to those contracts to the Project Manager upon execution. Thereafter, any subcontracts entered into by the contractor during the term of the contract shall be provided to the Project Manager within 5 days of execution.

1.19 BOND REQUIREMENTS

A. Bid Security

- i. All bids must be accompanied by bid security in an amount not less than ten percent (10%) of the Total Contract Price, payable to Santa Cruz METRO. The Bidder's Security must be in the form of cash, a cashier's check, a certified check, or a Bidder's Bond executed by an admitted surety insurer and made payable to Santa Cruz METRO. A combination of any of the above will also be acceptable. If a Bidder's Bond is furnished, it must conform to the form enclosed in the IFB (Bid Form, Part II).

- ii. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his/her bid within ninety (90) days after the bid opening without the written consent of Santa Cruz METRO, shall refuse or be unable to enter into this Contract, as provided herein, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, as provided herein or refuse or be unable to furnish adequate and acceptable insurance, as provided herein, he/she shall forfeit his bid security to the extent of Santa Cruz METRO's damages occasioned by such withdrawal, or refusal or inability to enter into an agreement, or provide the required security therefore.
- iii. It is further understood and agreed that to the extent the defaulting bidder's bid bond, certified check, cashier's check, treasurer's check, and/or official bank check (excluding any income generated thereby which has been retained by Santa Cruz METRO as provided shall prove inadequate to fully recompense Santa Cruz METRO for the damages occasioned by default, then the undersigned bidder agrees to indemnify Santa Cruz METRO and pay over to Santa Cruz METRO the difference between the bid security and Santa Cruz METRO's total damages, so as to make Santa Cruz METRO whole.
- iv. The Bid Bond must be issued by a fully qualified surety company acceptable to Santa Cruz METRO and listed as a company currently authorized under 31 Code of Federal Regulations (CFR), Part 223 as possessing a Certificate of Authority as described thereunder and, listed as a company possessing the authority to issue surety bonds in the State of California. Bidder's securities will be held until the Contract has been fully executed, after which all Bidders' securities, except any Bidders securities which have been forfeited, will be returned to the respective Bidders as soon as practicable but in no event more than sixty (60) days from the award of the contract.

B. Payment Bond

Within ten working days after execution of this Contract, Contractor will provide Santa Cruz METRO with a Performance Bond guarantying due and punctual performance of all obligations of Contractor under the Contract Documents in the amount of 100% of the Contract Price. The bond must be on the form set forth in Part V of the IFB. The bond must be provided by a surety rated in the top two categories by two nationally recognized rating agencies or receiving an A.M. Best Co. "Best's Rating" of A- or better and Class VII or better, or as otherwise approved by Santa Cruz METRO in its sole discretion.

C. Performance Bond

Within ten working days after execution of this Contract, Contractor will provide Santa Cruz METRO with a labor and material payment bond in the amount of 100% of the Contract Price. Contractor will maintain the payment bond in full force and effect until (i) Contractor has obtained unconditional releases of liens and stop notices from all subcontractors who filed preliminary notice of a claim against the bond and (ii) expiration of the statutory period for subcontractors to file a claim against the bond. The payment bond shall provide Santa Cruz METRO with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performance of the Contract. The bond must be on the form set forth in Part V of the IFB and be provided by a surety rated in the top two categories by two nationally recognized rating agencies or receiving an A.M. Best Co. "Best's Rating" of A- or better and Class VII or better, or as otherwise approved by Santa Cruz METRO in its sole discretion.

1.20 WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE PAYMENTS AND OTHER INSURANCES

- A. The Contractor must secure the payment of worker's compensation to its employees as provided in California Labor Code Sections 1860 and 3700 during the entire term of this contract and also must comply with all laws and regulations regarding unemployment insurance benefits for its employees.
- B. A complete list of all insurance coverage requirements can be found in the General Conditions of the Contract Part III. Contractor is required to provide all Certificates of Insurance coverage within ten (10) working days of the Notice of the Award.

1.21 PROGRESS PAYMENTS

Santa Cruz METRO will make progress payments to the Contractor when requested as work progresses and is completed, but not more frequently than monthly in amounts of \$2,500 or more as approved by the Construction Manager and the METRO Project Manager. Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon the Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the contract related to those amounts.

A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the Santa Cruz METRO's Finance Manager. Santa Cruz METRO will make progress payments within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If Santa Cruz METRO fails to make such payments within 30 days, it shall pay interest to the contractor

equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a).

1.22 RETENTION

Santa Cruz METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to this contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

1.23 REPORTS AND INVESTIGATIONS

Bidders are advised that an investigation of subsurface conditions has been made by Santa Cruz METRO in respect to foundation requirements and/or other design issues. Bidders may inspect the records of Santa Cruz METRO as to such investigation, including examination of samples and drill cores, if any. When logs of test boring showing a record of the data obtained by Santa Cruz METRO'S investigation of subsurface conditions are made available, said logs represent only the opinion of Santa Cruz METRO as to the character of material encountered by it in its test borings and are made available only for the convenience of bidders.

Note that Santa Cruz METRO's investigation of subsurface conditions is made for the purpose of design. Santa Cruz METRO assumes no responsibility whatever in respect to the sufficiency of test borings, or accuracy of the log of test borings, or other preliminary investigations, or of the interpretation thereof. There is no guarantee expressed or implied that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unforeseen developments may not occur.

No information derived from such inspection or records or preliminary investigations made by Santa Cruz METRO, or from the Engineer, or from assistants, or from the maps, Specifications, profiles, or Drawings will in any way relieve the Contractor from any risk or from properly fulfilling all the terms of the Contract. Records of such preliminary investigations as may have been made by Santa Cruz METRO may be inspected at 110 Vernon Street, Santa Cruz. Documents include the Environmental Impact Report, City of Santa Cruz Noise

Ordinance, and the IFB plans and specifications.

Bidders are advised that an Environmental Impact Report has been prepared for this project. Bidders may inspect this document at Santa Cruz METRO's Administration Office located at 110 Vernon Street, Santa Cruz, California. This document is made available for review by the bidder and nothing in the contract documents will in any way relieve the Contractor from properly fulfilling all the requirements during construction stated in the Report

1.24 BID PREPARATION

Bidders shall complete and submit the entire Bid Form (Part II), including each required document in accordance with the following:

- A. The bidder shall not delete, modify, or supplement the printed matter in the Bid Form or make substitutions. Blank spaces in the Bid Form shall be appropriately completed. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the Bidder and may subject the Bid to a determination of non-responsiveness.
- B. The Bidder shall execute and submit all FTA Certifications as described below.
- C. The Bid Form and all accompanying documents shall be completed in ink or typed.
- D. The Bidder shall sign the bid in the blank space provided. If bidder is the sole owner, the owner shall sign the bid with his/her full name, address and phone number. If bidder is a corporation, two (2) corporate officers must sign on behalf of the corporation as follows: (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. If bidder is a partnership, the true name of the firm shall be set forth; the names and addresses of all partners shall be given and a partner in the firm shall sign the bid authorized to sign contracts on behalf of the partnership. If the bidder is a joint venture, the bid shall be signed by each participating company, by officers, or other individuals who have the full and proper authorization to do so. If an agent of the bidder signs the bid, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with Santa Cruz METRO prior to opening of bids, or must be submitted with the bid. If requested by Santa Cruz METRO, the Bidder shall promptly submit evidence satisfactory to Santa Cruz METRO of the authority of the person signing the bid. If satisfactory evidence of authorization is not provided, the Bid will be rejected as irregular and unauthorized.

1.25 **BID CONTENTS**

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

- A. Completion and submittal of the Bid Form and the Bidder's Declarations and Statement of Understanding and that Bidder can meet the licensing requirements at the time of the award (Bid Form Document 1).
- B. The Bidder shall provide sufficient information to demonstrate to Santa Cruz METRO's satisfaction that the Bidder is responsible. Criteria used by Santa Cruz METRO to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed subcontractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. A brief description of the history and background of the Bidder/firm, including a statement of the bidder's qualifications and experience in performing the type of work required for this project must be submitted by the Bidder. The Bidder shall complete and submit the Statement of Bidder's Qualifications, Experience, Financial viability and Ability and Project Capacity with the Bid Form (Bid Form Document 2).
- C. Completed Non-Collusion Affidavit (Bid Form-Document 3).
- D. Completed Bidder's Bond or documentation in support of required Bidder's security. (Bid Form- Document 4).
- E. Completed Certification of Proposed Contractor Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For Contracts over \$100,000). (Bid Form- Document 5).
- F. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion, if applicable (For Subcontracts over \$100,000) (Bid Form-Document 6).
- G. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion, if applicable (For subcontracts totaling \$100,000.00 or less) (Bid Form—Document 7).
- H. Disclosure of Governmental positions (Bid Form-Document 8).
- I. A statement listing each subcontractor who will perform work in excess of one-half percent of the total bid proposed for the project. Completion and submittal of Designation of Subcontractors. (Bid Form- Document 9).
- J. Completed Buy America Certificate (Bid Form- Document 10).

- K. Completed Certification Regarding Lobbying (Bid Form-Documnt 11).
- L. Completed Disadvantaged Business Enterprise (DBE) Certificate-Statement of Compliance (Bid Form-Documnt 12).
- M. Completed Apprenticeship Employment Certification (Bid Form-Documnt 13).
- N. Completed Workers' Compensation Certification (Bid Form-Documnt 14).
- O. Completed Conflict of Interest Statement (Bid Form-Documnt 15).
- P. Completed Levine Disclosure Statement (Bid Form-Documnt 16).
- Q. Completed Organizational Conflicts of Interest Statement (Bid Form-Documnt 17).
- R. Completed Acknowledgment of Addenda (Bid Form- Documnt 18).

1.26 **BID SUBMISSION**

- A. To be considered, one (1) original of the bid must be received by **2 p.m. Pacific Standard time on August 23, 2012** at the Santa Cruz METRO Administrative Offices, 110 Vernon Street, Santa Cruz, California 95060, Attn: Erron Alvey, Purchasing Agent. **Bids received after the deadline or delivered to a different location will be returned, unopened.**
- B. Each bid must be submitted in a sealed envelope and be clearly marked to show the bidder's name and the contract name and number, without being opened. **Faxed or electronic bids will not be accepted. All portions of the Bid are to be completed before the Bid is submitted. Failure to do so may result in the bid being rejected as non-responsive.**
- C. All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of Santa Cruz METRO's competitive bidding requirements and may render void any Contract let under such circumstances.
- D. Any Bid submitted shall remain valid for a period of ninety (90) days from the date of the Bid Opening and cannot be withdrawn by the Bidder unless Santa Cruz METRO consents in writing. However, the successful Prime Contractor shall have no rights to the contract until the Contract has been fully executed by Santa Cruz METRO and a Notice to Proceed has been issued to the Prime Contractor.

1.27 PUBLIC OPENING OF BIDS

Bids will be publicly opened and each bidder's price shall be read aloud on **Due date**, immediately following the Bid Deadline at Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, California. Bidders, their authorized representatives, and others interested are invited to be present. The remaining content of the bids shall not be made public until after the award is made by Santa Cruz METRO's Board of Directors.

1.28 RECEIPT OF A SINGLE BID BY SANTA CRUZ METRO

If only one bid is received in response to the IFB, in addition to the required responsive and responsible analyses as provided herein, a cost/price analysis of the bid will be performed to determine if the bid price is fair and reasonable. The Bidder will be required to submit to Santa Cruz METRO within five (5) days of Santa Cruz METRO's demand, a detailed cost proposal. The Bidder is required to cooperate with Santa Cruz METRO in completing and submitting detailed information for the cost and price analysis.

1.29 DISQUALIFICATION OF BIDDERS

- A. More than one bid from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested as a principal in more than one bid for the work contemplated, may cause the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all bids may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local project because of a violation of law or a safety regulation.
- B. Pursuant to California Public Contract Code Section 7106, a Bidder shall execute and submit with its bid, a duly notarized "Affidavit of Non-Collusion" on the form included in the IFB. Upon execution of the Affidavit, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder (See Bid Form

Document 3).

- C. 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 bondsmen shall be liable to Santa Cruz METRO for all loss or damage which Santa Cruz METRO may suffer thereby and the Board of Directors may advertise for a new contract for construction of the Project.

1.30 WITHDRAWAL OF BIDS

A Bidder may withdraw its Bid at any time **before** the time established in the IFB for the opening of bids only by filing a written notice with the Purchasing Agent. An oral notice of withdrawal is ineffective.

1.31 SANTA CRUZ METRO RIGHTS

Santa Cruz METRO may investigate the qualifications of any Bidder under consideration inclusive of, but not limited to, the information provided in the Bid. Santa Cruz METRO may require confirmation of information furnished by the Bidder and require additional evidence of qualifications to perform the Work described in this IFB. Santa Cruz METRO reserves the right to:

- A. Reject any or all of the bids, at its discretion;
- B. Reject any bid that, in the opinion of Santa Cruz METRO, is so unbalanced in comparison to other bids received and/or to Santa Cruz METRO's internal estimates that it does not accurately reflect the cost to perform the Work;
- C. Cancel the entire IFB;
- D. Issue a subsequent IFB for the same public works project;
- E. Appoint an evaluation committee to review the bids;
- F. Seek the assistance of outside technical experts to evaluate bids;
- G. Disqualify the bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s); and
- H. Waive any errors or informalities in any bid or in the bidding procedure, to the extent permitted by law.
- I. This IFB does not commit Santa Cruz METRO to award or enter into a contract nor does it obligate Santa Cruz METRO to pay for any costs incurred

in the preparation and submission of bids or in anticipation of a contract.

- J. Santa Cruz METRO may reject the bid of any party who has been delinquent or unfaithful in any former contract with Santa Cruz METRO. Santa Cruz METRO may reject a bid from a Bidder who cannot satisfactorily prove that it is responsible as required in the IFB or whose Bid is not responsive.
- K. Bids may be rejected if they show such items as: any alteration of the Bid Form; additions not called for; conditional bids; incomplete bids; erasures; irregularities which make the bids incomplete, indefinite, or ambiguous; obviously unbalanced prices; no acceptable bid security; signature by other than an authorized person; addenda not properly acknowledged; failure to use designated Bid Form; bid materially fails to conform to the requirements of the bid documents or if the bid is not properly executed.

1.32 RELIEF OF BIDDERS

A Bidder, after the bid opening, shall not be relieved of his or her bid unless Santa Cruz METRO consents in writing. The Bidder seeking relief shall submit a written request for its withdrawal to the Santa Cruz METRO Purchasing Agent as soon as possible but in no event later than within 5 working days of the bid opening. The request shall contain all facts and circumstances which substantiate how the mistake occurred. No change to the bid shall be made because of a mistake, as provided in Section 5100 et. seq. of the Public Contract Code. The Bidder is cautioned that, pursuant to Public Contract Code 5105, a Bidder who claims a mistake or who forfeits its Bid Security shall be prohibited from participating in further bidding on the project in which the mistake was claimed or security forfeited.

1.33 PROTEST PROCEDURES

Any Protest, Claim or Dispute related to this procurement must be filed in accordance with Santa Cruz METRO's Pre-Bid, Pre-Award and Post-Award Procurement Protest Procedures which are Part VII of the IFB.

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN SANTA CRUZ METRO'S WRITTEN PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

1.34 AWARD OF CONTRACT

- A. Santa Cruz METRO will make an award to the lowest responsible bidder, whose bid is responsive to all the requirements of the IFB. Any such award will be made pursuant to a Notice of Award signed by Santa Cruz METRO within ninety (90) days after bid opening. If the lowest responsive, responsible Bidder refuses or fails to execute the contract, Santa Cruz METRO may

award the contract to the next lowest responsive, responsible Bidder or solicit new bids.

- B. Santa Cruz METRO will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award of this contract.
- C. Santa Cruz METRO will select the lowest responsive, responsible bidder based on a determination of (1) which bidder is the lowest monetary bidder on the Base Bid; (2) whether or not the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible.
- D. The lowest monetary bidder shall be determined based on the total unit price amounts of the Base Bid.
- E. A bid will be determined to be responsive if it does what the bidding instructions demand and all required documentation is provided. The following factors will be evaluated:

<u>RESPONSIVE FACTORS</u>	<u>CRITERIA</u>
1. Bidder's Bond	Pass/Fail
2. Completed Documentation and Required Certifications Submitted	Pass/Fail
3. Bid Meets all IFB Requirements	Pass/Fail

- F. Responsibility is defined as the apparent ability of the Bidder to meet and successfully complete the requirements of the Contract. Responsibility includes consideration of a Bidder's trustworthiness, the quality of past performance and experience, financial viability and ability, and the fitness and capacity to do the proposed work in a satisfactory and safe manner. Bidder may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to Santa Cruz METRO that it is competent to successfully perform the Work. The following factors will be evaluated:

<u>RESPONSIBILITY FACTORS</u>	<u>CRITERIA</u>
1. Quality of Past Performance and Experience	Pass/Fail
2. Key Personnel Experience	Pass/Fail
3. Financial Viability and Ability	Pass/Fail
4. Fitness and Capacity to do the Proposed Work	Pass/Fail

1.35 EXECUTION OF CONTRACT

The Bidder to whom an award is made shall execute the contract and furnish the required proof of Insurance coverages and payment and performance bonds

within ten (10) working days after receipt of Notice of Award. All required documents shall be returned to the Purchasing Agent, Santa Cruz METRO, 110 Vernon Street, Santa Cruz, California 95060.

1.36 USE OF CONSULTANTS

- A. No limitation shall be imposed on Santa Cruz METRO's use of Consultants in any activity related to the Scope of Work. The Consultants, if any, at the direction of Santa Cruz METRO's Project Manager, shall be accorded the same access to facilities and participation in the work activity as any member of Santa Cruz METRO's project team. Involvement of Consultants may include, but shall not be limited to, supervision of construction, contract administration, inspection, progress and technical meetings, conference calls, document review, etc., as directed by Santa Cruz METRO.
- B. Santa Cruz METRO shall have the option of adding Consultants to the distribution list to receive all or selected contract documents.
- C. Santa Cruz METRO will be contracting for the services of a Consultant to provide third party Construction Management. The Notice to Proceed will provide the Contractor the name and contact information for the individual who is Santa Cruz METRO's Construction Manager for this Project. Santa Cruz METRO retains the right to change the Construction Manager at its discretion and will notify Contractor within twenty-four (24) hours of such change. The Construction Manager shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed and rate of progress of the work, all questions that may arise as to the interpretation of the Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Construction Manager's decision shall be final. The Construction Manager shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

1.37 PUBLIC RECORDS ACT

- A. Responses to this IFB shall be subject to the provisions of the California Public Records Act (Government Code Sections §6250 et. seq.).
- B. The Bidder may label information as "Trade Secret", "Confidential" or "Proprietary". Santa Cruz METRO will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act. Santa Cruz METRO will use its best efforts to inform the Contractor of any request for any documents provided by the Bidder to Santa Cruz METRO marked "Trade Secret", "Confidential", or "Proprietary". However, it is incumbent on the Contractor to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of

such information.

- C. Under no circumstances, will Santa Cruz METRO be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of Santa Cruz METRO or its officers, employees, agents, and/or Contractors.
- D. The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the IFB and shall hold Santa Cruz METRO harmless from all costs and expenses, including attorney's fees, in connection with such actions.

END OF PART I INSTRUCTION TO BIDDERS

BID FORM - DOCUMENT 1

FOR: **Construction of New Operations Facility and Related Site Work**

BID TO: Santa Cruz Metropolitan Transit District
Attention: Erron Alvey, Purchasing Agent
110 Vernon Street
Santa Cruz, CA 95060

BIDDER INFORMATION:

Bidder's Name: _____

Business Address: _____

Address for notifications: _____

Business Office Phone No.: _____ Fax No.: _____

Email Address: _____ Cell Phone No.: _____

Bidder is a **(Circle one)**:

Corporation Partnership Individual Joint Venture Other

Federal Tax ID Number: _____ Business License Number: _____

Official Name registered with IRS: _____

California Contractor's License No: _____ License Classification: _____

License Expiration Date: _____

If the Bidder is a Joint Venture, list California Contractor's License numbers, classification and expiration dates for each Joint Venture Partner: _____

—

I do not have a Contractor's License at this time but will obtain the necessary Contractor's License upon receipt of the Notice to Proceed: Yes___ No___

State the date the Bidder first began doing business in California _____

State any other names that Bidder has used or done business under in the past 5 years _____

BID FORM - DOCUMENT 1

If the Bidder is a business or firm, when was it organized? _____

If the Bidder is a Corporation, where was it incorporated? _____

How many years has the Bidder been performing construction work under the current firm name? _____

Identify the Names and Titles of Key Members of the Bidder: _____

(The Name of the person signing the Bid on behalf of the Bidder and all general partners, (if a partnership) must be included.)

Name of President if Bidder is a Corporation: _____

Name of Secretary if Bidder is a Corporation: _____

BIDDER'S REPRESENTATIONS AND STATEMENT OF UNDERSTANDING

Bidder understands, agrees, and warrants:

- 1) That Bidder has carefully read and fully understands the information that was provided by Santa Cruz METRO to serve as the basis for submission of this Bid, including the entire contents of the IFB and addenda numbers ____ through ____ in the preparation of its Bid (Addenda numbers must be filled in);
- 2) That Bidder has the capability to successfully undertake and complete the responsibilities and obligations of the IFB for the Bid submitted;
- 3) That all information contained and submitted in the completed Bid Form (Documents 1-18), including the Statement of Qualifications, Experience, Financial Viability and Ability & Project Capacity are true and correct to the best of Bidder's knowledge;
- 4) That Bidder did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount of the Bid;
- 5) That Bidder did not receive unauthorized information from any Santa Cruz METRO staff member or consultant during the IFB period except as authorized by the IFB;
- 6) That by submission of the Bid Form (Documents 1-18), the Bidder acknowledges that Santa Cruz METRO has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Bidder, and Bidder hereby grants Santa Cruz METRO permission to make such inquiries, and Bidder will provide any and all requested documentation in a timely manner;

BID FORM - DOCUMENT 1

- 7) That Bidder will not withdraw its Bid within ninety (90) days after the Bid submission deadline;
- 8) That if Bidder is determined to be the lowest responsive, responsible Bidder, that the undersigned will within ten (10) working days after receipt of the Notice of Award, contract with Santa Cruz METRO in the form of the contract included in the IFB to provide without limitation, all necessary supervision, labor, freight, services, equipment, materials, supplies, transportation, installation, overhead, packing cartage, insurance, license, fees, taxes, permits, bonds, inspection, tools and other expenses necessary to satisfy the provisions, plans and specification of the IFB expressed and implied, in the manner and time therein prescribed at the price stated below.
- 9) That within ten (10) working days after receipt of the Notice of Award, in addition to the executed contract, Bidder will supply Santa Cruz METRO, c/o Erron Alvey, Purchasing Agent, 110 Vernon Street, Santa Cruz, CA, 95060 with the performance Bond, the Payment Bond, Certificates of all required insurances and any other required item.
- 10) That Bidder if awarded the contract will perform a minimum of _____% of the total of all work with its own forces.
- 11) The Bidder agrees to complete the Project within 668 calendar days for the combined cost of all items of work in the amount of:

_____ Dollars (\$ _____)
(In words-printed or typed)

There is herewith enclosed cash, a Bidder's Bond, or bid security for the benefit of, or a certified check or cashier's check made payable to, Santa Cruz Metropolitan Transit District in the amount of:

_____ Dollars (\$ _____)
(In words-printed or typed)

The bidder agrees that if the Bidder is selected as the apparent lowest responsive responsible Bidder, and he/she/it fails to sign the Contract and/or furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and/or other required items within the time limit specified in the IFB, it will forfeit the bid bond/security to Santa Cruz METRO and Santa Cruz METRO may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Santa Cruz Metropolitan Transit District for the difference between the amount of the disqualified bid and the larger amount for which the Santa Cruz Metropolitan Transit District procures the work plus all of the Santa Cruz METRO's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

BID FORM - DOCUMENT 1

Identify contact person during IFB process:

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

BIDDER'S SIGNATURE

No Bid shall be accepted which has not been signed in ink in the appropriate space below (If organizational documents require more than one signature, add additional signature sheets):

Acceptance of Terms:

Execution of this Bid Form shall be deemed as acceptance of all the terms and conditions as set forth in the Notice and Invitation of Bids, including but not limited to Volume 1, Volumes 2 and 3 of the IFB and the construction drawings for the construction of the new Operations Facility and related site work.

NAME OF BIDDER'S FIRM:

Address: _____

By: _____
(Signature)

Print Name

By: _____
(Signature)

Print Name

****(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)***

CORPORATE SEAL:

BID FORM – DOCUMENT 2

STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE, FINANCIAL VIABILITY, AND ABILITY & PROJECT CAPACITY

(Use Additional Sheets if necessary)

This form must be completed, signed by bidder, and submitted to the Santa Cruz Metropolitan Transit District with the bidder's submitted bid package. Failure to complete, sign and submit this document may result in bidder's submitted bid to be rejected as non-responsive.

The BIDDER is required to state below what work of similar magnitude or character it has completed, and to give a minimum of three (3) references that will enable Santa Cruz METRO to judge its experience, skill and business standing and of his/her/its ability to construct the Project as completely and as rapidly as required under the terms of the IFB.

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

1. State the full legal name of the bidder.
2. State the name and title of each officer or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, and responsibilities, if any.
3. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq., (False Claims Act) or 31 United State Code Section 3729, et seq.? If so, describe in detail all facts, circumstances and the outcome.
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person.
5. For every lawsuit or mediation between bidder and the owner of construction project, limited to such lawsuits or mediations initiated or completed within the past seven (7) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
6. Within the past seven (7) years, has bidder paid liquidated damages, ever failed to complete a construction project, within the time allowed by the contract, including any agreed upon contract extensions? If so, state the name, address and telephone number of the owner of such construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.

BID FORM – DOCUMENT 2

7. Within the last seven (7) years has any surety of bidder ever paid or satisfied any claim against the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.
8. Has any surety of bidder ever been called upon to complete a project for the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.
9. For each construction project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project and the scheduled completion date.
10. State bidder's annual gross income for each of the last five fiscal years.
11. Attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. The current financial statement must be prepared by a Certified Public Accountant. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Bidder Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District. Bidder's current financial statement must demonstrate Bidder's financial viability and financial ability to perform this Project and Bidder's other scheduled projects.
12. Describe the Organizational Structure of the proposed Project Team. If the Bidder is a Joint Venture than provide a copy of the Joint Venture agreement. Provide a description on any team agreements, the functions and organizational structure of each team member, including proposed major subcontractors and sub-consultants.
13. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that Santa Cruz METRO can verify Bidder's experience.):
 - A. Have completed to the public owner's satisfaction, no less than three (3) public works projects in the State of California involving the construction of a building, each with an original contract price of no less than \$20,000,000.00, within the past seven (7) years, with at least one of the projects successfully completed within the last year prior to the date of bid opening. Each of the Projects must have required substantial work involving the bidder's own forces itself.
 - B. The General Contractor or subcontractor thereof shall have completed to the public owner's satisfaction, at least **two (2) public works** projects in the State of

BID FORM – DOCUMENT 2

California of similar scope, size, and complexity of this project.

- C. The proposed Project Manager shall have experience in management of construction, including at least five (5) years experience with significant responsibility on at least two (2) construction projects of similar scope, size, and complexity of this project.

THE FOLLOWING CERTIFICATION MUST BE SIGNED BY AN OWNER, GENERAL PARTNER, OR OFFICER OF BIDDER.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED BIDDER QUALIFICATION QUESTIONNAIRE, AND KNOW ITS CONTENTS, AND CERTIFY THAT THE RESPONSES PROVIDED TO THE BIDDER QUALIFICATION QUESTIONNAIRE ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES. I FURTHER CERTIFY THAT BIDDER MEETS THE MINIMUM QUALIFICATION CRITERIA SET FORTH HEREIN.

Executed on the date indicated below, at the location indicated below.

Dated: _____

Bidder: _____
(Company's Name)

By: _____
(Signature)

(Printed name of signor)

(Title of signor)

BID FORM – DOCUMENT 3

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

Pursuant to Section 7106 of the Public Contract Code, the Undersigned declares:

I, _____(name), am the _____(Position/Title)

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

BID FORM – DOCUMENT 4

BIDDER’S BOND

That we _____
_____ As PRINCIPAL and

_____ As SURETY, are held and firmly bound unto the Santa Cruz Metropolitan Transit District herein called “Santa Cruz METRO” OR “DISTRICT” the sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID of the PRINCIPAL named above, submitted by said PRINCIPAL to Santa Cruz METRO for the work described below, for the payment of which lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the sum of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the PRINCIPAL has submitted a Bid No. 12-23 for certain construction specifically described as follows, construction of the Santa Cruz METRO’s New Operations Facility and Related Site Work, located in Santa Cruz, CA, which Bid is to be opened on August 23, 2012.

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

SURETY, for value received, hereby stipulates and agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of PRINCIPAL’s proposal and SURETY waives notice of any such extension(s).

In the event that Santa Cruz METRO brings suit upon this bond and judgment is recovered, the SURETY shall pay all costs incurred by Santa Cruz METRO in such suit, including a reasonable attorney’s fee to be fixed by the court in accordance with applicable statutory law.

California law shall govern the interpretation of this bond.

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

BID FORM – DOCUMENT 4

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

_____ DAY OF _____, _____.
(Month) (Year)

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of Bidders Bond.]

BID FORM – DOCUMENT 5

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

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

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

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

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

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

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

Signature and Title of Authorized Official

If the Proposed Contractor is unable to certify to the statements in this certification, it shall attach an explanation to the certification below.

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

Signature and Title of Authorized Official

BID FORM – DOCUMENT 6

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

(For Subcontracts totaling over \$100,000)

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

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

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

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

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

Signature and Title of Authorized Official

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

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

Signature and Title of Authorized Official

BID FORM – DOCUMENT 7

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

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

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

Signature and Title of Authorized Official

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

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

Signature and Title of Authorized Official

BID FORM – DOCUMENT 9

DESIGNATION OF SUBCONTRACTORS

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, Bidder shall list the name and address of each Subcontractor, including Disadvantaged Business Enterprise (DBE) Subcontractors to whom bidder proposes to Subcontract more than 1/2 of 1 percent of the work, and description and portions of the Work or services Subcontracted.

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

<u>Name of Subcontractor</u>	<u>Business Address</u>	<u>Portion of Work Or Bid Item</u>	<u>% of Total Bid</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature and Title of Authorized Official

BID FORM – DOCUMENT 10

BUY AMERICA CERTIFICATE

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

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

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: _____

Signature: _____

Company Name: _____

Title: _____

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BID FORM – DOCUMENT 11

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person or making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official: _____

Name and Title of Authorized Official: _____

Date: _____

BID FORM – DOCUMENT 11

DISCLOSURE FORM TO REPORT LOBBYING ACTIVITIES

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

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

BID FORM – DOCUMENT 11

15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	Signature: _____ _____ Print Name: _____ _____ Title: _____ Telephone No.: _____ _____
<p>Federal Use Only:</p>	Authorized for Local Reproduction Standard Form - LLL

BID FORM – DOCUMENT 12

STATEMENT OF COMPLIANCE

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D.# _____

1. PRIME CONTRACTOR

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

Certification No. _____ Expiration Date _____

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

Application Date _____ Status of application _____

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

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

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

If not already registered, sub-contractors should access the following web site:

http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf

For a list of DBE certifying government agencies to contact for information on how to become a certified DBE business. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

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

Prime Signature

Date

(Position/Title)

BID FORM – DOCUMENT 12

Name(s) and addresses of DBE firms	Description of Work/ Services/Supplies	Dollar Value	Written confirmation from the DBE firm that it is participating in the contract as stated herein

Bidder hereby certifies that the above listed DBE firms will provide the work, services or supplies identified at the dollar amounts set forth above if bidder is awarded the construction contract.

Company Name: _____

Authorized Signature: _____ Date: _____

Title: _____



If unable to meet the DBE goal, evidence of good faith efforts to do so shall be provided on sheets attached to this form.

BID FORM – DOCUMENT 12

Bidder hereby certifies that it was unable to meet the DBE goal for this construction contract and has provided evidence of good faith efforts to obtain DBE commitments.

Company Name: _____

Authorized Signature: _____ Date: _____

Title: _____

BID FORM – DOCUMENT 12

(Company Name)

(hereinafter referred to as “Prospective Contractor”) hereby certifies that during the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (Cal. Admin, Code, Tit. 2, Section 7285.0 et. seq.) both of which are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

I, _____
(Name of Official)

Hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

(Date)

in the County of _____, is made under the penalty of perjury
(County)

under the laws of the State of California.

(Signature)

(Print)

(Title)

BID FORM – DOCUMENT 13

APPRENTICESHIP EMPLOYMENT CERTIFICATION

APPRENTICESHIP

For each craft or trade utilized in performing the tasks required under this contract, each contractor or subcontractor performing work on this project shall employ apprentices on the project, in the ratios required by California statute, Section 1777.5 and 1777.6 of the Labor Code and the regulations of the California Apprenticeship Council, who are enrolled and participating in an apprenticeship program that has graduated apprentices annually for at least the past five (5) years. This requirement applies to any craft used on the project for which the State of California Department of Industrial Relations, Division of Apprenticeship Standards, has approved an apprenticeship program.

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to Due date providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

In the event that there is no state-approved apprenticeship program that meets requirements of this provision for a particular craft or trade utilized under this contract for the MetroBase Project, the Contractor shall be exempt from the requirement of this provision for that craft or trade only.

APPRENTICESHIP EMPLOYMENT CERTIFICATION

Under the laws of the State of California, the undersigned declares, under penalty of perjury, compliance with the apprentice programs described in the Special Conditions for the workforce employed by Contractor or any subcontractor under the contract for Specification for the Construction of the new Operations Facility.

Contractor: _____

By: _____

Date: _____

Title: _____

BID FORM – DOCUMENT 14

WORKERS' COMPENSATION CERTIFICATION

I, as the Contractor for the Construction of the new Operations Facility and Related Site Work Project, am aware of the provisions of Section 3700 of the Labor Code which require 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 and during the performance of the work of this Contract, if I am selected as the Contractor.

Contractor: _____

By: _____

Date: _____

Title: _____

BID FORM – DOCUMENT 15

CONFLICT OF INTEREST STATEMENT

The Bidder certifies that:

1. The Bidder has not employed in connection with services to be performed by the Contract a current or former Santa Cruz METRO employee who was directly or indirectly involved with this procurement;
2. The Bidder has not employed in connection with the services to be performed by the Contract a current or former employee of RNL who was directly or indirectly involved in the preparation of the specifications or this IFB;
3. The Bidder did not receive any confidential information in connection with the services to be performed by the Contract; and
4. The Bidder has not employed as a lobbyist any former Santa Cruz METRO Board Member or employee who left the Santa Cruz METRO within the last twelve (12) months.

The Bidder further certifies that it has set forth below the names of all current and former Santa Cruz METRO persons identified including Santa Cruz METRO Board Members, and/or Employees it has or intends to employ in connection with the services to be performed under the Contract.

Current and/or former Santa Cruz METRO Board Members, and Employees, who will work under the Contract:

_____	_____
_____	_____
_____	_____
_____	_____

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on _____, 20__, at _____,

_____ (Date) _____ (City) _____ (State)

Typewritten or Printed Name

Signature of Authorized Official

Title

BID FORM – DOCUMENT 15

CONFLICT OF INTEREST CHECKLIST

All Bidders must respond to each of the following questions to determine whether any actual or perceived conflict of interest may exist. If any response has a “yes” answer, provide accurate and complete information for analysis.

1. Have you or any of your team member(s) or consultant(s) ever been employed by, or done work for, the Santa Cruz METRO? Yes No

If your answer is “Yes”, please provide the additional information.

- Full-time employee Yes No Name(s): _____
- Part-time employee Yes No Name(s): _____
- As-Needed employee Yes No Name(s): _____
- Consultant Yes No Name(s): _____
- Or other, please explain Yes No Name(s): _____

-
- Dates of Employment/consulting contract:

-
- In which department(s) did you work?

-
- Who was your supervisor(s)/who did you supervise?

-
- Please describe your job duties and responsibilities or consulting work for each Santa Cruz METRO position held:

-
- Last date of employment or consultant contract:
-

BID FORM – DOCUMENT 15

2. Are any Santa Cruz METRO Board Member(s) or any of their staff presently serving as officers, partners, or shareholders in your company? Yes No

If the answer is “Yes”, please provide the additional information:

- Name(s) of Board Members:

- What is his/her position within your company?

- Percentage of ownership of company shares:

3. Are any of your former employee’s or consultant’s presently employed by the Santa Cruz METRO? Yes No

If the answer is “Yes”, please provide the additional information:

- Name(s) of each former employee:

- All titles of each former employee:

- Description of job duties:

- Dates of employment or date consultant worked for you:

BID FORM – DOCUMENT 15

4. In the preceding twelve months, has the Bidder/Proposer made, arranged or delivered any gift(s) to any Santa Cruz METRO Board Member? Yes No

If the answer is “Yes”, please provide the additional information:

- Name of Board Member receiving the gift:

- Value of gift:

- Description of the gift:

- Date the gift was delivered:

5. In the preceding forty-eight (48) months, has your company made, arranged or delivered any campaign contributions to any Santa Cruz METRO Board Member? Yes No

If the answer is “Yes”, please provide the additional information:

- Name of Board Member receiving the contribution:

- Name of Board Member receiving contribution:

- Amount of the contribution:

- Description of form of contribution (i.e. cash, check):

BID FORM – DOCUMENT 15

- Date the contribution was delivered:

- To whom was the contribution delivered:

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on _____, 20____, at _____, _____
(Date) (City) (State)

Typewritten or Printed Name

Signature of Authorized Official

Title

BID FORM – DOCUMENT 16

LEVINE ACT DISCLOSURE STATEMENT

The Levine Act (Government Code §84308) is part of the Fair Political Practices Act. The Levine Act prohibits any Santa Cruz METRO Board Member from participating in or influencing the decision on awarding a contract with METRO to anyone who has contributed more than \$250 to the Board Member within the previous twelve months. The Levine Act also requires a member of the Santa Cruz METRO Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Santa Cruz METRO Board Members are prohibited from soliciting or accepting a contribution of more than \$250 from a party applying for a contract while the matter of awarding the contract is pending before METRO and for three months following the date a final decision concerning the contract has been made. **A BIDDER IS PROHIBITED FROM MAKING A CAMPAIGN CONTRIBUTION OF MORE THAN \$250 TO A SANTA CRUZ METRO BOARD MEMBER WHILE ITS PROPOSAL IS PENDING BEFORE METRO AND FOR THREE MONTHS FOLLOWING THE DATE A FINAL DECISION CONCERNING THE PROPOSAL HAS BEEN MADE.**

Bidders must disclose on the record any contribution of more than \$250 that they have made to any METRO Board Member within the twelve-month period preceding submission of its Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must include this information with your Proposal, specifying the date, amount and recipient of the contribution.

In the space provided below, and on supplemental sheets as necessary, identify all contributors, the date of the contribution, the amount, and the recipient of the contribution.

Name of Firm: _____

Signature: _____

Date: _____

Print Name and Title: _____

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT

1. POLICY

The Procurement process for this project must comply with the provisions of FTA Circular 4220.1F. The circular language specifically prohibits solicitation requirements that unduly restrict competition, and organizational conflicts of interest are considered restrictive of competition. Chapter VI, paragraph 2.a(4)(h) prohibits practices that result in organizational conflicts of interest and defines that an organizational conflict of interest occurs when any of the following circumstances arise:

- A) **Lack of Impartiality of Impaired Objectivity** – When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient (METRO) due to other activities, relationships, contracts, or circumstances.
- B) **Unequal Access to Information** – The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- C) **Biased Ground Rules** – During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

2. DISCLOSURE

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Bidder and its Team (including Bidder, Team members, and all Subcontractors identified at the time of the submittal of the Proposal, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the IFB.

BID FORM – DOCUMENT 17

3. EXPLANATION

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize or mitigate any organizational conflicts of interest described herein.

4. CERTIFICATION

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Firm Name

Bidder Name

**PART III
GENERAL CONDITIONS TO THE CONTRACT**

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Additionally, because the Contract is funded with federal grant funds, Contractor must adhere to all federal requirements which are part of this contract. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

1.02 Right to Modify Contract

Santa Cruz METRO may extend the term of this Contract, expand the Scope of Work, or otherwise amend the Contract. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties in accordance with Section 13.14.

1.03 Standards

All Work shall be done in accordance with the Contract Documents.

II. TERMINATION

2.01 Termination for Convenience

- A. The performance of Work under this Contract may be terminated by Santa Cruz METRO upon fifteen (15) days written notice at any time without cause for any reason in whole or in part, whenever Santa Cruz METRO determines that such termination is in Santa Cruz METRO's best interest.
- B. Upon receipt of a Notice of Termination, and except as otherwise directed by Santa Cruz METRO, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) assign to the Santa Cruz METRO in the manner, at the time, and to the extent directed by the Santa Cruz METRO all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Santa Cruz METRO shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Santa Cruz METRO, to the extent the Santa Cruz METRO may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the Santa Cruz METRO and deliver in the manner, at the time, and to the extent, if any, directed by Santa Cruz METRO the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the

work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the Santa Cruz METRO; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by Santa Cruz METRO, any property of the types referred to above provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by Santa Cruz METRO, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the Santa Cruz METRO to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as Santa Cruz METRO may direct; (8) complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, or as the Santa Cruz METRO may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Santa Cruz METRO has or may acquire an interest.

2.02 Termination for Default

- A. If the Contractor should be in default and fails to remedy this default within ten (10) calendar days after receipt from Santa Cruz METRO of such Notice of Default, Santa Cruz METRO may terminate the contract, or such portion thereof, as Santa Cruz METRO determines is most directly affected by the default. The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this contract; abandonment, assignment, or subletting of this contract without approval of Santa Cruz METRO; bankruptcy or appointment of a receiver for Contractor's property/business; failure of Contractor to perform the services or other required acts within the time specified for this contract or any extension thereof; refusal or failure to provide proper workmanship; failure to make progress as to endanger performance of this contract in accordance with its provisions.
- B. If the Contract is terminated in whole or in part for default, the Santa Cruz METRO may procure, upon such terms and in such manner as the Santa Cruz METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the Santa Cruz METRO, the Contractor shall be liable to the Santa Cruz METRO for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- C. If, after Notice of Termination of this Contract under the default, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and Santa Cruz METRO shall be considered to have been terminated pursuant to termination for convenience of Santa Cruz METRO pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

The rights and remedies of Santa Cruz METRO provided in this Article 2 of the General Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

III. FORCE MAJEURE

3.01 General

Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Article 3 of the General Conditions to the Contract shall not preclude Santa Cruz METRO from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.

3.02 Notification by Contractor

Contractor shall notify Santa Cruz METRO in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in Section 3.01-General Conditions) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by the Santa Cruz METRO to evaluate any Contractor request for relief under this Article 3 of the General Conditions to the Contract. Santa Cruz METRO shall examine Contractor's notification and determine if the Contractor is entitled to relief. The Santa Cruz METRO shall notify the Contractor of its decision in writing. The Santa Cruz METRO's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.

3.03 Losses

Contractor is not entitled to damages, compensation, or reimbursement from the Santa Cruz METRO for losses resulting from any "force majeure" event.

IV. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the Scope of Work in a timely, professional manner so as to meet or exceed the provisions of this Contract. Contractor shall insure that each subcontractor working on the Project also has the requisite skill, experience, financial ability, overall expertise, resources and appropriate licenses as necessary so as to be able to perform the Scope of Work required by the Contract.

V. PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. Santa Cruz METRO shall neither have nor exercise control or direction over the methods and means of all portions of the Work performed by Contractor (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of Santa Cruz METRO is to ensure that such services are performed and rendered in a competent and cost effective manner. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the Santa Cruz METRO will be relying upon such professional quality, accuracy, completeness, and coordination in the performance of the Work by Contractor.

5.02 Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against the Santa Cruz METRO for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

VI. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

Contractor shall exonerate, indemnify, defend, and hold harmless Santa Cruz METRO shall include, without limitation, its officials, officers, agents, employees and volunteers (the Indemnitees) free and harmless from and against:

- A. Any and all claims, demands, losses, injury, causes of action, expenses, damages, defense costs (attorney's fees, expert witness costs, costs and fees), or liability of any kind or nature, in law or equity, which Santa Cruz METRO may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract, including bid protests, stop notice actions. Such indemnification includes any damage to the person(s) or property(ies) of Contractor and/or third persons.
- B. Any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

- 6.02 Further Contractor shall appoint competent defense counsel, at Contractor's own cost, expense and risk, to represent Santa Cruz METRO and the other Indemnities in any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against the Santa Cruz METRO and/or the other Indemnities. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Santa Cruz METRO and the other Indemnities in any such suit, action or other legal proceeding. Contractor shall reimburse Santa Cruz METRO and the other Indemnities for any and all legal expense and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Santa Cruz METRO or the other Indemnities.
- 6.03 The indemnification contained herein does not apply to any claims against the Santa Cruz METRO or the Indemnities (s) when caused by the willful misconduct or negligence of the Santa Cruz METRO and/or the Indemnities, provided such willful misconduct or negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In such instances where by agreement or court finding the Santa Cruz METRO or the Indemnities are shown to have engaged in willful misconduct or negligence and such willful misconduct or negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to such willful misconduct or negligence of the Santa Cruz METRO and the Indemnities.

VII. INSURANCE

7.01 General

Contractor, at its sole cost and expense, and Subcontractor(s), at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at a minimum all of the following insurance coverages. Such insurance coverages shall be primary coverage as respects Santa Cruz METRO and any insurance or self-insurance maintained by Santa Cruz METRO shall be excess of Contractor's insurance coverages and shall not contribute to it. All required insurances must be placed with companies that have a minimum A.M. Best rating of A:VII and a Standard & Poor's Rating (if rated) of at least BBB.

7.02 Types of Insurance and Minimum Limits

Contractor and Subcontractors shall obtain and maintain during the term of this Contract the following insurance coverages:

- A. Worker's Compensation Insurance and Employer's Liability Insurance (off-Site Activities) Workers' Compensation Insurance complying with California Workers' Compensation laws, including Employer's Liability, including statutory limits with all states endorsement and the following Employer's Liability, including statutory limits with All States Endorsement and the following Employer's Liability Limits:
- 1.) \$1,000,000 Bodily Injury with Accident-Each Accident
 - 2.) \$1,000,000 Bodily Injury by Disease-Policy Limit
 - 3.) \$1,000,000 Bodily Injury by Disease-Each Employee

- B. Automobile Liability Insurance in the amount of \$5,000,000 Combined Single Limit per occurrence, using Contractors vehicles used in the performance of this Contract, including owned, hired, and non-owned (e.g. owned by Contractor's employees), in the minimum amount of \$5,000,000.00 combined single limit per accident for bodily injury and property damage.
- C. Comprehensive General Liability (CGL) Insurance coverage in the minimum amount of \$5,000,000.00 combined single limit, including bodily injury, personal injury, products liability and property damage. Such insurance coverage shall include, without limitation:
 - 1.) Occurrence Basis;
 - 2.) Premises operations;
 - 3.) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
 - 4.) Full Personal Injury coverage.
 - 5.) Broad form Property Damage coverage.
 - 6.) Independent Contractors.
 - 7.) A cross-liability clause in favor of Santa Cruz METRO.
 - 8.) No exclusion for explosion, collapse or underground hazards, only as respects operations and exposures off-site.
- D. Excess Liability coverage (not required of subcontractors) for excess over worker's compensation, excess over general liability and excess over automobile liability with the following limits of liability:
 - 1.) \$5,000,000 per occurrence;
 - 2.) \$5,000,000 general aggregate.
- E. Unemployment Insurance as required by California law.
- F. Builder's Risk (Course of construction) Insurance utilizing an "all risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- G. Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

7.03 **Other Insurance Provisions**

- A. As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by Santa Cruz METRO. Contractor/Subcontractors shall be responsible to pay for any deductibles that come due throughout the term of the Contract.
- B. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, the following requirements apply:
 - 1) The retroactive date must be shown and this date must be before the execution date of the contract or the beginning of contract work.

- 2) Contractor shall maintain such insurance coverage for five (5) years after expiration of the term (and any extensions) of this Contract.
 - 3) If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
 - 4) A copy of the claims reporting requirements must be submitted to the Santa Cruz METRO for review.
- C. All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit District, its officers, officials, employees, and volunteers are hereby added as additional insureds as respects the liability arising out of work or operations performed by or on behalf of the Contractor/Subcontractor(s) including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.
- D. Contractor/Subcontractors shall notify Santa Cruz METRO in writing at least thirty (30) days in advance of any reduction in or cancellation of any insurance policy required under this Contract. Each insurance policy required herein shall provide that coverage shall not be canceled or reduced, except upon 30 day notice to Santa Cruz METRO.
- E. For any claims related to this Project, the Contractor's and/or Subcontractor's, as applicable, insurance coverage shall be primary insurance as respects the Santa Cruz METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Santa Cruz METRO, its officers, officials, employees, or volunteers shall be excess of the Contractor's and/or Subcontractor's insurance and shall not contribute with it.
- F. Contractor agrees to provide Santa Cruz METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- H. Contractor may submit evidence of Builder's Risk Insurance in the form of Course of Construction coverage. Such coverage shall name Santa Cruz METRO as a loss payee as their interest may appear.
- I. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Santa Cruz METRO for all work performed by the Contractor, its employees, agents and subcontractors.
- I. Contractor shall furnish Santa Cruz METRO with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by Santa Cruz METRO before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Santa Cruz METRO reserves the right to require complete,

certified copies of all required insurance policies including endorsements, required by this Contract at any time.

- J. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- K. Santa Cruz METRO reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

VIII. ASSIGNMENT OF CAUSES OF ACTION

The Contractor offers and agrees to assign to Santa Cruz METRO 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 et. seq.) and/or under the Cartwright Act (Chapter 2) (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this public works Contract or any subcontract. This assignment shall be made and become effective at the time Santa Cruz METRO tenders final payment to the Contractor without further acknowledgment by the parties. Contractor is also required to include this language (this assignment to Santa Cruz METRO) in all subcontracts made and entered into pursuant to this contract. Contractor is further required to cooperate with Santa Cruz METRO and provide Santa Cruz METRO with all documentation related to any cause of action described herein.

IX. MISCELLANEOUS PROVISIONS

9.01 Successors and Assigns

The Contract shall inure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this Article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

9.02 Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties, which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended as provided in Section 13.15; and the hold harmless agreement contained in Article 6 shall survive.

9.03 Limitation on Santa Cruz METRO Liability

The Santa Cruz METRO's liability is, in the aggregate, limited to the total amount payable under this Contract.

9.04 **Drug and Alcohol Policy**

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract, while on Santa Cruz METRO premises or distribute same to Santa Cruz METRO employees.

9.05 **Publicity**

Contractor agrees to submit to Santa Cruz METRO all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein Santa Cruz METRO's name is mentioned or language used from which the connection of Santa Cruz METRO's name therewith may, within reason, be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of Santa Cruz METRO.

9.06 **Consent to Breach Not Waiver**

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

9.07 **No Conflict of Interest**

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

9.08 **Prohibition of Discrimination against Qualified Handicapped Persons**

Contractor shall comply with the provisions of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

9.09 **Cal OSHA/Hazardous Substances**

- A. Contractor shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Santa Cruz METRO property, (2) ensure that its employees take appropriate protective measures, and (3) provide Santa Cruz METRO's Maintenance Manager with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Santa Cruz METRO property.
- B. Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify Santa Cruz METRO against any and all damage, loss, and injury resulting from non-compliance with this Article.

- C. Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- D. Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

9.10 Non-Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or Contractor's right, title or interest in or to the same or any part thereof without the previous written consent of Santa Cruz METRO; and any such action by Contractor without Santa Cruz METRO's previous written consent shall be void.

9.11 Subcontracting

Contractor shall not permit anyone other than contractor, its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of Santa Cruz METRO. Any such action by Contractor without Santa Cruz METRO's previous consent shall be void.

9.12 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, and shall in no way be affected, impaired or invalidated.

9.13 All Amendments in Writing

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9.14 Audit

This Contract is subject to audit by Federal, State, or Santa Cruz METRO personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

9.15 Smoking Prohibited

Contractor, its employees, subcontractors and agents shall not smoke on Santa Cruz METRO premises, while performing the work required, or in a Santa Cruz METRO vehicle.

9.16 **Responsibility for Equipment**

- A. Santa Cruz METRO shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment used by Contractor, or any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Santa Cruz METRO.
- B. Contractor is responsible to return to Santa Cruz METRO in good condition any equipment, including keys, issued to it by Santa Cruz METRO pursuant to this Agreement. If the contractor fails or refuses to return Santa Cruz METRO-issued equipment within five days of the conclusion of the contract work Santa Cruz METRO shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to contractor or take other appropriate legal action at the discretion of Santa Cruz METRO.

9.17 **Grant Contracts**

Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements Santa Cruz METRO is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

9.18 **Time of the Essence**

Time is of the essence in this Contract.

9.19 **Nondiscrimination**

- A. During the performance of this contract, Contractor and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, pregnancy, age, sex, gender including gender identity and gender expression, sexual orientation, veteran's status or any other non-merit factor. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated hereunder (Cal. Admin. Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and are made a part hereof as if set forth in full. Contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Contract.

END OF PART III GENERAL CONDITIONS OF THE CONTRACT

**PART IV
SPECIAL CONDITIONS OF THE CONTRACT**

1. DEFINITIONS

1.01 General

The terms (or pronouns in place of them) have the following meaning in the Contract.

- A. **ACCEPTANCE DATE** - The date on which Construction of New Operations Building and Parking Structure and Related Site Work, including the demolition of the existing Operations Building is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by Santa Cruz METRO.
- B. **CONTRACT (CONTRACT DOCUMENTS)** - The Contract consists of the executed contract (Part V), the entire IFB (Volumes 1-3, the Drawings and all addenda), the Contractor's Bid, all Change Orders and any written amendments made in accordance with Article 9.13 of Part III- "General Conditions of the Contract".
- C. **CONTRACTOR** – The entity entering into this Construction Contract with the Santa Cruz METRO and synonymous with "Bidder" or "Prime Contractor."
- D. **DAYS** - Calendar Days unless specifically noted otherwise
- E. **LIQUIDATED DAMAGES** – A specific sum of money as the amount to be recovered from the Contractor for each day of delay in completion of the Project.
- F. **PROVISION** - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- G. **SCOPE OF WORK (OR "THE WORK")** - The entire obligation under the Contract, including, without limitation, all necessary supervision, labor, freight, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, tools and other expenses necessary to satisfy the provisions, plans and specifications of the Contract, express or implied for the construction of the New Operations Facility and Related Site Work.

2. LIQUIDATED DAMAGES

- 2.01 The Contractor agrees to complete all of the work in order to complete the Project required by the Contract, or any subsequent revisions or modifications thereto, within 668 days of receipt of the Notice to Proceed, subject to Change Orders increasing or decreasing the time specified. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case the work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damages will be sustained by Santa Cruz METRO. If Contractor is delayed by certain specified causes that are beyond Contractor's control (e.g., weather, strikes, and natural disasters) then the resulting delay is excused and liquidated damages will not be assessed. Contractor further agrees that it is and will be impracticable to determine the

actual amount of damage by reason of such delay; and the Contractor agrees that the sum set forth within these Contract Documents is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay to Santa Cruz METRO the sum of \$2,000 for Liquidated Damages for each consecutive calendar day's delay beyond the time prescribed in the Contract for completion for each project sequence identified herein that is not completed as scheduled; and Contractor further agrees that Santa Cruz METRO may deduct and retain the amount thereof from any monies due the Contractor under the Contract.

- 2.02 The Contractor is put on notice that funding for this project is time sensitive with regard to the completion date. Delays shall be made up for by overtime work to maintain the scheduling. Any additional costs for overtime work to maintain the scheduled completion date shall be borne by the Contractor.
- 2.03 The Work shall be regarded as completed upon the date Santa Cruz METRO has accepted the same in writing (Certificate of Completion).

3. RESERVED

4. STATE AND FEDERAL CONTRACT PROVISIONS

- 4.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any of its employees or applicants for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that its applicants are employed, and that employees are treated during employment without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State of California setting forth the provisions of this section. Contractor must include this language in each of its subcontracts.
- 4.02 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.
- 4.03 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor's accounting system shall conform to generally accepted accounting principles (GAAP) that enable a determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to Santa Cruz METRO under these provisions and shall be held open to inspection and audit by representatives of the Santa Cruz METRO, the State of

California, the Auditor General of the State and the federal government including but not limited to DOT and/or FTA. Contractor shall provide copies of any document related to the performance under this contract to those identified herein upon request.

- 4.04 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- 4.05 For the purpose of determining compliance Santa Cruz METRO's Disadvantaged Business Program and any other federal or state requirement of this Contract, and other matters connected with the performance of Santa Cruz METRO's contracts with third party procurements, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. Representatives from the State of California, the State Auditor General, the Federal Transit Administration, or any duly authorized representative of the Federal or State Governments and Santa Cruz METRO shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.
- 4.06 Contractor must maintain certified payroll records in compliance with Labor Code §1776. At a minimum, the certified payroll records must show 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 in connection with the Project. The Contractor and each of Contractor's subcontractors must certify the accuracy of the records and must make the records available for inspection at all reasonable hours. The public may inspect the records but only after the worker's name, address and social security number are removed.
- 4.07
- A. Eight hours labor constitutes a legal day's work for purposes of this contract. The time of service of any workman employed on this contract is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.
 - B. The Contractor shall pay to Santa Cruz METRO twenty-five dollars (\$25) for each worker employed in the execution of the contract or by a subcontractor of the Prime Contractor 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 this section.
 - C. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with this contract. The record

shall be kept open at all reasonable hours for inspection by the Santa Cruz METRO and to the Division of Labor Standards Enforcement.

4.08 PROMPT PAYMENT

- A. The Contractor or subcontractor shall pay to any subcontractor not later than 10-days after receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with Santa Cruz METRO's prior written approval. Any violation of Section 7108.5 of the California Business and Professions Code shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Prime subcontractors must include the prompt payment language of paragraph 1 in all subcontracts, regardless of subcontractor's DBE status. Failure of a prime contractor to uphold prompt payment requirements for subcontractors will result in Santa Cruz METRO withholding reimbursement for completed work.
- B. Santa Cruz METRO shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by Santa Cruz METRO of the contract work. The Contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by Santa Cruz METRO. Any delay or postponement of payment may take place only for good cause and with Santa Cruz METRO's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

5. NOTICE TO PROCEED

As soon as practicable after execution of the contract, and after receipt of acceptable insurance certificates and the payment bond and performance bond by Santa Cruz METRO, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than 10 days following the issuance of the Notice to Proceed. Contractor will complete the work 668 calendar days from the date that the Notice to Proceed is issued.

6. DIFFERING SITE CONDITIONS

- 6.01 The Contractor shall promptly, and before such conditions are disturbed, notify Santa Cruz METRO in writing of: (1) material the Contractor believes may be hazardous waste as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or (3) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this contract.
- 6.02 Santa Cruz METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated materials, Santa Cruz METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.
- 6.03 In the event that a dispute arises between Santa Cruz METRO and the Contractor on whether the conditions materially differ or on 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 this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

7. PERMITS AND LICENSES

- 7.01 To the extent permit and licensing requirements are applicable, the Contractor shall procure all permits and licenses not procured by Santa Cruz METRO and required by the project, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall be properly licensed in accordance with the laws of the State of California at the time of contract execution and throughout the term of the contract.
- 7.02 Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of contractors. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 1020 N Street, Sacramento, California 95814. (Business and Professions Code Section 7030). Any bidder or contractor not licensed in accordance with the laws of the State of California is subject to the penalties imposed by such laws.

8. CODES, REGULATIONS AND LAWS

- 8.01 All work performed under this Contract shall be in strict compliance with all Federal, State, and Local laws, regulations, codes, ordinances, and rules.
- 8.02 All materials, equipment and supplies furnished pursuant to the Contract shall be in compliance with all federal, state and local laws, regulations, codes, rules and

ordinances. Contractor shall, if requested by Santa Cruz METRO, provide certification and evidence of such compliance.

9. INTERFERENCE WITH BUSINESS OPERATIONS

Contractor shall not interfere with normal operation of Santa Cruz METRO's facilities or equipment or the work of any other contractors. Project work shall be scheduled in such a manner as to minimize disruption of on-going work and activities of Santa Cruz METRO's employees and Contractors. When the Contractor anticipates unavoidable interference, it shall notify Santa Cruz METRO in advance. Santa Cruz METRO will determine whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. Santa Cruz METRO shall have final determination of the priorities in case of conflicts with operations of others. Contractor shall not operate any of Santa Cruz METRO's equipment or systems or those of any other contractor or subcontractor except at the direction and under the immediate supervision of Santa Cruz METRO.

10. USE OF PREMISES

- 10.01 Work is to be completed during regular working hours Monday through Friday from 7 a.m. to 5 p.m. The Santa Cruz METRO Project Manager must authorize work after-hours or on weekends. Contractor must comply with the City of Santa Cruz noise ordinance in the performance of work pursuant to this contract.
- 10.02 Contractor shall not allow debris or waste materials to accumulate; regular periodic removals shall be made to keep premises and buildings in orderly appearance during the performance of work.
- 10.03 Contractor, after completion of the work, and prior to final inspection and acceptance by Santa Cruz METRO, shall thoroughly clean all work areas from dirt, stains, soiling, or defacement of any kind.
- 10.04 Santa Cruz METRO's Construction Manager shall designate specific areas and times for delivery and unloading of construction materials, supplies and equipment. The Contractor shall not park vehicles or equipment, or unload materials, at any area other than designated areas without the prior approval of Santa Cruz METRO's Construction Manager.

11. SAFETY OF PERSONNEL ON THE JOB SITE

- 11.01 The Contractor is responsible for safety and security precautions during the Project to minimize risk of injury and theft. The Contractor shall provide, erect, and maintain all temporary work as may be required for the protection of the public and those employed on or about the property, including temporary fences, sidewalks, trench plates, guard rails around openings, barricades, and temporary lighting.
- 11.02 During the Project, Contractor must provide oral notification to the Construction Manager of accidents, injuries and/or unsafe conditions as soon as practicable but in no event later than 24 hours of such occurrence. A written incident report for any serious accidents or unsafe condition that exist is due to the Construction Manger by the Contractor within 5 working days of such incident or occurrence.

11.03 The Contractor is responsible for its employee safety and training requirements mandated by Cal-OSHA including but not limited to the following; Lock out-Tag out, Right to Know (M.S.D.S.), Hazard Communication Plan, Personal Protective Equipment (P.P.E), Confined Spaces, and shoring of open trenches.

12. DEMOLITION

12.01 The Contractor is responsible for demolition, removal, and proper disposal of existing materials. After the project is complete all construction debris shall be removed from the site. The waste disposal shall be in compliance with the Waste Reduction and Recycling Plan (WRRP) of City of Santa Cruz and the County of Santa Cruz. The Contractor is also responsible for completing and submitting the Construction and Demolition Debris Recycling Report to the appropriate building inspector. To view this plan go to: <http://www.ci.santa-cruz.ca.us/pw/operationsrr.html>

12.02 Contractor is solely responsible for all safety, dust and noise control for work completed.

13. CONTRACTOR PERSONNEL

13.01 The Contractor shall designate, in writing before starting work, a qualified, and responsible Project Superintendent who shall have complete authority to represent and act for the Contractor. Said authorized representative of the Contractor shall be present at the site of the work at all times while work is actually in progress on the Contract to coordinate all construction activities with the key persons in charge of Santa Cruz METRO's facilities to ensure as few interruptions as possible. The Contractor's Project Superintendent must have experience in construction of this type and other similar projects.

13.02 During any period when work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required.

13.03 Whenever the Contractor or an authorized representative is not present on any part of the work where it may be desired to give direction, orders will be given by the Construction Manager, which shall be received and obeyed by the Contractor's Project Superintendent who may have charge of the particular work in reference to which the orders are given. Any order given by the Construction Manager, not otherwise required by the Contract to be in writing, will, on request of the Contractor, be given or confirmed by the Construction Manager in writing.

13.04 The Contractor shall designate, in writing, the names and telephone numbers of at least three representatives who could be contacted at any time in the event that an emergency occurs.

13.05 Any subcontractor, or person employed by the Contractor or subcontractor, who fails or refuses to carry out the directions of the Santa Cruz METRO's Architect/Engineer or Construction Manager, or appears to the Architect/Engineer or Construction Manager to be incompetent or to act in a disorderly or improper manner, shall be removed from the work immediately on the written request of the Architect/Engineer or Construction Manager, and such person shall not again be employed on the Project.

14. FILING OF PLANS

Contractor shall be responsible for filing all necessary drawings and plans with other Government and private authorities with jurisdiction, such as utility companies, if their approval is required and/or as otherwise directed by Santa Cruz METRO.

15. RESOLUTION OF CONTRACTOR CLAIMS OR DISPUTE

15.01 Claims Exceeding \$375,000

- A. In case any disagreement, difference, or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Contract or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, and if the value exceeds \$375,000 then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the provisions of Section 1280, et seq. of the California Code of Civil Procedure except CCP §1283.05(e). Any Arbitrator appointed or selected shall be experienced in construction law.
- B. Any award made by the Arbitrator shall be final, binding, and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid, as the Arbitrator shall, by his/her award, direct.
- C. The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to disputes arising under the contract; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and in the manner permitted by law.

15.02 Claims up to \$375,000

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

15.02.01 Claims under \$50,000

For claims of fifty thousand dollars (\$50,000) or less, Santa Cruz METRO shall respond in writing to any written claim from the Contractor 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 Santa Cruz METRO may have against the Contractor.

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

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

15.03 Claims over \$50,000

- 15.03.01 For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), Santa Cruz METRO 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 Santa Cruz METRO may have against the Contractor.
- 15.03.02 If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of Santa Cruz METRO and the Contractor.
- 15.03.03 Santa Cruz METRO's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- 15.03.04 If the Contractor disputes Santa Cruz METRO's written response, or Santa Cruz METRO fails to respond within the time prescribed, the Contractor may so notify Santa Cruz METRO, in writing, either within fifteen (15) days of receipt of Santa Cruz METRO's response or within fifteen (15) days of Santa Cruz METRO's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, Santa Cruz METRO shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 15.03.05 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits their written claim until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 15.04 This section does not apply to tort claims nor shall it be construed to change the time periods for filing tort claims under the California Government Code.
- 15.05 Public Contract Code Section 20104.4, which is incorporated herein as if fully set forth, establishes procedures for civil actions filed to resolve claims subject to this section and are mandatory for all claims up to \$375,000.00. These procedures include mandatory submission of the matter to non-binding mediation followed, if necessary, by mandatory submission to judicial arbitration.

15.06 Continuance of Work

Disagreement by the Contractor with Santa Cruz METRO's determination of the need for, or amount of, an adjustment in the contract price or contract time associated with an approved Contract Change Order (or disagreement with Santa Cruz METRO's determination that a change has not occurred and no Contract Change Order is needed), or the pendency of a dispute over a condition or term of the contract shall not relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change as described in the approved Contract Change Order, unless a cessation of work is ordered by Santa Cruz METRO.

16. RESERVED

17. PRESERVATION AND CLEANING

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

18. COMPLETION OF WORK

18.01 When the Contractor considers the work to be complete, the Contractor shall notify Santa Cruz METRO in writing and request that Santa Cruz METRO issue a Certificate of Completion. This request shall be included in Contractor's application for final payment. Santa Cruz METRO shall make an inspection and conduct testing it deems appropriate to determine if the work is complete in accordance with the contract documents.

18.02 If Santa Cruz METRO does not consider the work complete, Santa Cruz METRO will notify the Contractor in writing stating the reasons thereof. Santa Cruz METRO shall convene a meeting to discuss the findings and the parties shall reach a mutual agreement on the resolution of the outstanding issues and a time frame in which corrective action will be taken to complete the work.

18.03 Before Santa Cruz METRO issues a Certificate of Completion the following activities and events must occur:

A. The Contractor must furnish Santa Cruz METRO with all certificates of approval, all manufacturers' warranties and any and all manufacturers written documentation that was provided it during the construction;

B. The Contractor must complete all the construction specifications including all pre-final and final punch list items to Santa Cruz METRO's satisfaction;

18.04 The following performance evaluation shall be performed by Santa Cruz METRO:

A. Verification of materials used;

B. Verification of proper construction procedures;

- C. Verification of proper construction and
- D. Copies of all Lien Releases/Waivers from all subcontractors provided to Santa Cruz METRO.

19. FAILURE TO MEET CONTRACT REQUIREMENTS

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

20. NOTICE OF THIRD PARTY CLAIMS

Upon receipt of a third party claim related to the contract, Santa Cruz METRO will timely inform the Contractor of such claim.

END OF PART IV SPECIAL CONTIDIONS OF THE CONTRACT

PART V

**CONTRACT FOR CONSTRUCTION OF
JUDY K. SOUZA OPERATIONS FACILITY, PARKING STRUCTURE
AND RELATED SITE WORK
No. 10-29**

THIS CONTRACT is made effective on _____, 2012 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO"), and _____ ("Contractor") who mutually agree as follows:

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.02 Santa Cruz METRO's Need For Construction of a New Operations Facility, Parking Structure and Related Site Work including Demolition of the Existing Operations Building

Santa Cruz METRO requires Construction of a Judy K. Souza Operations Facility, Parking Structure and Related Site Work, including demolition of the existing Operations Building. In order to obtain this construction work, Santa Cruz METRO issued an Invitation for Bids, dated ~~issu date~~ setting forth the contract terms and conditions and the plans, specifications and drawings for Construction of a New Operations Building, Parking Structure and Related Site Work, including demolition of the existing Operations Building. The Invitation for Bids including all addenda is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor whose principal place of business is _____.

Pursuant to the Invitation for Bids, Contractor submitted a bid for provision of Santa Cruz METRO's Construction of a new Operations Facility, Parking Structure and Related Site Work, including the demolition of the existing Operations Building which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On _____, Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to construct a new Operations Facility, Parking Structure and Related Site work, including demolition of the existing Operations Building. The purpose of this Contract is to set forth the terms and conditions of this procurement.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "Prime Contractor," "Contractor," "Bidder" and "supplier" are synonymous.

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Contract Documents

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Part III, Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 10-29" dated **issue date** (3 volumes including the drawings) and Addendum numbers ____ thru ____.

b) Exhibit B (Bid Form)

Contractor's Completed and Submitted Bid Form to Santa Cruz METRO for Construction of a New Operations Facility and Related Site Work as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03.

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed within _____ calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for ____ years after the date of commencement specified in the Notice to Proceed. Santa

Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Plans, Specifications and Drawings and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

4. **SCOPE OF WORK**

4.01

Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools, insurance, and other work and services (the "Work") as specified in and in full accordance with the Invitation for Bid (IFB) No. 10-29 dated **Issuedate** for Construction of New Operations Facility, Parking Structure and Related Site Work, including Demolition of the existing Operations Building. The Contractor agrees to perform and complete in good and workmanlike manner all provisions and work required by the Contract Documents a complete project.

4.02

Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of the Work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which is either not in workmanship or material to be in strict accordance with the Contract Documents.

5. **COMPENSATION**

5.01 Terms of Payment

For performing and completing the Work in accordance with the Contract Documents and upon written acceptance, Santa Cruz METRO agrees to pay Contractor an amount not to exceed _____ as identified in the Bid Form, Exhibit B, for satisfactory completion of the Work, including all costs for supervision, labor, equipment, supplies, material, freight, transportation, tools, services, insurance, administration, expenses, costs of compliance with the regulations of public agencies having jurisdiction over the Work (such as OSHA or others), overhead, profit, any and all other things required, furnished or incurred for completion of the Work and all other costs incidental to the performance of the services specified under the terms and provisions of the Contract Documents. Contractor understands and agrees that if he/she exceeds the \$ _____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Progress Payments

Santa Cruz METRO will make progress payments to the Contractor when requested as work progresses and is completed, but not more frequently than monthly in amounts of \$2,500 or more as approved by the Construction Manager and the METRO Project Manager. Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon the Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the contract related to those amounts.

A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the Santa Cruz METRO's Finance Manager. Santa Cruz METRO will make progress payments within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If Santa Cruz METRO fails to make such payments within 30 days, it shall pay interest to the contractor equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a).

5.03 Retention of progress payments

Santa Cruz METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to this contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

5.04 Disputed Amounts

Each payment request shall be reviewed by the Construction Manager and the Project Manager as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reason why the payment request is not proper. The number of days available to Santa Cruz METRO to make a payment without incurring interest above shall be reduced by the number of days by which Santa Cruz METRO exceeds the seven-day return requirement of this paragraph.

6. PAYMENT AND PERFORMANCE BONDS

6.01 Performance Bond

Within ten working days after execution of this Contract, Contractor will provide Santa Cruz METRO with a Performance Bond guarantying due and punctual performance of all

obligations of Contractor under the Contract Documents in the amount of 100% of the Contract Price. The bond must be on the form set forth in Part V of the IFB. The bond must be provided by a surety rated in the top two categories by two nationally recognized rating agencies or receiving an A.M. Best Co. "Best's Rating" of A- or better and Class VII or better, or as otherwise approved by Santa Cruz METRO in its sole discretion.

6.02 Payment Bond

Within ten working days after execution of this Contract, Contractor will provide Santa Cruz METRO with a labor and material payment bond in the amount of 100% of the Contract Price. Contractor will maintain the payment bond in full force and effect until (i) Contractor has obtained unconditional releases of liens and stop notices from all subcontractors who filed preliminary notice of a claim against the bond and (ii) expiration of the statutory period for subcontractors to file a claim against the bond. The payment bond shall provide Santa Cruz METRO with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performance of the Contract. The bond must be on the form set forth in Part V of the IFB and be provided by a surety rated in the top two categories by two nationally recognized rating agencies or receiving an A.M. Best Co. "Best's Rating" of A- or better and Class VII or better, or as otherwise approved by Santa Cruz METRO in its sole discretion.

7. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereunder set forth or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

Attention: General Manager

CONTRACTOR

Attention: _____

7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
Called the Principal, and _____, a corporation duly
organized under the laws of the State of _____
Having its principal place of business at _____
In the State of _____, and authorized to do business in the State of California,
herein called Surety, are held and firmly bound unto the Santa Cruz Metropolitan Transit District
hereinafter called "Santa Cruz METRO", "DISTRICT", or "Obligee" in the sum of
_____ (\$
_____) being not less than ONE HUNDRED PERCENT (100%) of the total amount of
the Contract price, lawful money of the United States of America, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS the Principal has entered into a Contract with the Obligee for the construction of the MetroBase Project Phase 1 and said Principal is required under the terms of said Contract No. 2004-903 to furnish a bond securing payment of claims to which reference is made in Section 3248 of the California Civil Code.

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

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

This bond is given to comply with Sections 3247 through 3252 inclusive of the California Civil Code and shall inure to the benefit of any and all persons, companies and corporations named in Section 3181 of said _____ so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, 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 special provisions. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

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

(Seal)

PRINCIPAL

BY

PRINCIPAL SEAL

(Seal)

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

[End of Payment Bond.]

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS, the Santa Cruz Metropolitan Transit District, herein called the "DISTRICT" or "Santa Cruz METRO" or "Obligee" has entered into Contract No. 10-29 with _____ called Principal for Construction of New Operations Building and Related Site Work, and;

WHEREAS, said Principal is required under the terms of Contract No. 10-29 to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound to Santa Cruz METRO, in the penal sum of _____ (\$ _____) lawful money of the United States of America, well and truly to be made being one hundred percent (100%) of the contract amount, for the payment of which sum will 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-bonded Principal; its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract and any alteration thereof, made as provided in the Contract, on its part to be kept and performed at the time and in the manner specified and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications. And the said surety, for value received, hereby stipulates and agrees to waive the provisions of the **California Civil Code Sections 2819 and 2845.**

As a condition precedent to satisfy completion of the Contract, the above obligations to the amount of _____ (\$ _____) being not less than FIFTY PERCENT (50%) of the total amount payable to Santa Cruz METRO, under this Contract, shall hold good for a period of three (3) years after the completion and acceptance of said work, during which time if the Principal, or its heirs, executors, administrators, successors, or assigns makes full and satisfactory repair and replacement of defective materials, faulty workmanship, and work not conforming to the requirements of the Contract, and protects Santa Cruz METRO from cost and damage caused by same, then the obligation in the sum of _____ (\$ _____) shall become null and void, otherwise it shall remain in full force and virtue.

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

California law shall govern the interpretation of this bond.

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

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

DATE

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of Performance Bond.]

END OF PART V CONTRACT

PART VI

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR CONSTRUCTION CONTRACTS

1.01 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A Santa Cruz METRO and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Santa Cruz METRO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B The Contractor agrees to include the above clause in each subcontract for this Project. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.02 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S DOT. Regulations "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.
- C The Contractor agrees to include the above two clauses in each subcontract for this Project. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.03 ACCESS TO RECORDS AND REPORTS

- A. In accordance with 49 C.F.R. 18.36(i), Contractor agrees to provide Santa Cruz METRO, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 531.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Santa Cruz METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

1.04 FEDERAL CHANGES

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

1.05 CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor and Subcontractor agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit

laws at 49 U.S.C. § 5332, the Contractor and Subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

C. The Contractor also agrees to include these requirements in each subcontract for

this Project, modified only if necessary to identify the affected parties.

1.06 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

1. The Contractor and each of its Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT assisted Contracts. Failure by the Contractor or Subcontractor to carry out these Requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as Santa Cruz METRO deems appropriate.
2. Additionally, all of the requirements described in the DBE Program shall be met. A Contract that has a specific DBE participation goal will be described in Part I, Article 1.32 of this IFB.
3. Any Contractor who would like to request additional information or ask questions regarding Santa Cruz METRO's DBE program may contact Santa Cruz METRO's DBE Representative through the Contract Specialist.

- C. DBE Program Definitions, as used in the contract:

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

1. Disadvantaged Business Enterprise DBE

A DBE is a for profit, small business concern; 1) that is at least fifty one

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

2. Small Business Concern

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

3. Socially and Economically Disadvantaged Individuals

a. There is a rebuttable presumption that an individual is both socially and economically disadvantaged if s/he is a citizen or lawfully admitted permanent resident of the United States and is:
Black American (including persons having origins in any of the Black racial groups of Africa);

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

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

A Woman; or

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

b. Additionally, any individual can demonstrate, by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis. Santa Cruz METRO will follow the guidelines in 49 C.F.R. Part 26, Appendix E.

- c. An individual cannot be presumed or determined on a case-by-case basis to be economically disadvantaged if s/he has a personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary residence).
 - i. Race-Neutral
A procedure or program that is used to assist all small businesses. For the purposes of this Program, race-neutral includes ethnic and gender neutrality.
 - ii. Race-Conscious
A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.
 - iii. Personal Net Worth
The net value of the assets of an individual remaining after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or participating DBE firm, or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her share of community property.

1.07 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Instructions for Certification

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Santa Cruz METRO may pursue available remedies, including suspension and/or debarment, and/or contract termination.
- B. The Contractor shall provide immediate written notice to Santa Cruz METRO if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Santa Cruz METRO for assistance in obtaining a copy of those regulations.
- D. The Contractor agrees that by executing this Contract that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Santa Cruz METRO.

- E. The Contractor further agrees by executing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List issued by U.S. General Service Administration.
- G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- H. If a Contractor in a covered by this Contract knowingly enters into subcontract with a person or entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract , in addition to all remedies available to the Federal Government, Santa Cruz METRO may pursue available remedies including suspension and/or debarment.

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

- i. The Contractor certifies, by submission of its bid, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. A Bidder must submit to Santa Cruz METRO the appropriate Debarment Certification—Bid Form Document 5 with its Bid. At the time of submittal of each subcontract to Santa Cruz METRO, completed Bid Form-Documents 6 from each subcontract must be submitted to Santa Cruz METRO
- iii. When the Contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

1.08 BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General

waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder must submit to Santa Cruz METRO the appropriate Buy America Certification, Bid Form – Bid Form Document 10, with its bids, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

1.09 LOBBYING

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each subcontractor from any tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor and each subcontractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to Santa Cruz METRO.
- B. The Contractor also agrees to include these requirements in each subcontract for this Project, modified only if necessary to identify the affected parties.

1.10 CLEAN AIR

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air, as amended 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to Santa Cruz METRO and understands and agrees that Santa Cruz METRO will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.11 CLEAN WATER REQUIREMENTS

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation

to Santa Cruz METRO and understands and agrees that Santa Cruz METRO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.12 DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

- A. Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- B. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
 - 1. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - 2. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has

found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
4. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
6. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (a) Withholding –Santa Cruz METRO shall upon its own action or upon written request of an authorized representative of the Department of

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

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

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

prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(i) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

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

(b) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and

Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

10. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (a) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- B. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- C. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- D. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- E. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- F. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- G. Certification of eligibility –
 - 1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

1.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages - Santa Cruz METRO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall

contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

F. Section 107 (OSHA):- Contract Work Hours and Safety Standards Act –

1. The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

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

1.14 SEISMIC SAFETY REQUIREMENTS

A. The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The

Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and will execute a certification of compliance in this regard on the project at its conclusion.

- B. The Contractor agrees to include the above clause in each subcontract for this Project. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

1.15 ENVIRONMENTAL PROTECTION

- A. Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969 as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514 as amended, Protection and Enhancement of Environmental Quality, 42 U.S.C. §§ 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969 as amended, 40 C.F.R. part 1500 et seq.; and joint FHWA/FTA regulations "Environmental and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- B. Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

1.16 ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standard and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- B. The Contractor agrees to include the above clause in each subcontract for this Project. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to the provision.

1.17 PRIVACY ACT

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

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to

administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.18 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

1.19 WARRANTY FOR THE WORK AND MAINTENANCE BOND

- A. Contractor warrants to Santa Cruz METRO that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by Santa Cruz METRO, free from faults and defects and in conformance with the contract. All work not so conforming to these standards shall be considered defective. If required by Santa Cruz METRO's Construction Manager, the contractor shall furnish satisfactorily evidence as to the kind and quality of material and equipment.
- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Santa Cruz METRO). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Santa Cruz METRO written by the same-corporate surety that provides the Performance Bond and Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

1.20 RECYCLED MATERIALS

- A. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- B. The Contractor agrees to include the above clause in each subcontract for this Project. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to the provision.

1.21 FLY AMERICA REQUIREMENTS

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

1.22 CARGO PREFERENCE – USE OF UNITED STATES FLAG - VESSELS

The Contractor agrees:

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

1.23 TERMINATION

Contractor agrees that all subcontracts for this Project in an amount in excess of \$10,000 shall contain termination provisions which allow the Contractor to terminate for convenience, and default (See Part III, General Conditions of the Contract Section 2.01 and 2.02).

1.24 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such , the

Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

- B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- C. Contractor is required to submit with its Bid the certification set forth in Bid Form-Document

1.25 **BREACHES AND DISPUTE RESOLUTION**

Contractor agrees that all subcontracts for this Project in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

ATTACHMENT A

NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Santa Cruz Metropolitan Transit District (Santa Cruz METRO) has determined that Disadvantaged Business Enterprises (DBE) can reasonable be expected to compete for the opportunities in this Agreement and has established a DBE Availability Advisory 1.32 percentage. It is therefore Santa Cruz METRO's expectation that available DBE firms have an opportunity to participate in this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer".
- The term "Agreement" also means "Contract".
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49CFR26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encourage to use services offered by financial institutions owned and controlled by DBEs.
- C. Meeting the DBE Availability Advisory Percentage is not a condition for being eligible for award of the Agreement.

3. SUBMISSION OF DBE INFORMATION

A "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed, pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint-venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work./
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number (866) 810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the DBE menu titled Search for a DBE Firm
 - Click on the link Click here to Access the DBE Query Form link
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - "Start Search", "Clear Form", "Civil Rights Home", and "Caltrans Home" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, telephone (916) 445-3520.

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE Manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and

operational truck used on the Agreement.

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section item D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased truck must display the name and identification number of the DBE.

ATTACHMENT B

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. SUBCONTRACTORS

- A. Nothing in this Agreement or otherwise, shall create any contractual relation between Santa Cruz METRO and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agree to be as fully responsible to Santa Cruz METRO for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation of Santa Cruz METRO's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by Santa Cruz METRO.
- D. Any substitution of subcontractors must be approved in writing by Santa Cruz METRO's Contract Manager in advance of assigning work to a substitute subcontractor.

2. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AVAILABILITY ADVISORY

- A. This Agreement is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Santa Cruz METRO achieves its federally mandated statewide overall DBE goal, Santa Cruz METRO encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with federal funds. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. As required by federal law, Santa Cruz METRO has established a DBE goal. In order to ascertain whether the overall DBE goal is being achieved, Santa Cruz METRO is tracking DBE participation on all federal-aid contracts.
- C. To assist contractors in ascertaining DBE availability for specific items of work, Santa Cruz METRO advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 1.57 percent. Santa Cruz METRO also advises that participation of DBEs in the specified percentage is not a condition of award.
- D. Contractor has agreed to carry out applicable requirements to Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

- E. The contractor should notify the Contract Manager in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
- F. DBE and other small Businesses (SB), as identified in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. PERFORMANCE OF DBE CONTRACTORS, AND OTHER DBE SUBCONTRACTORS/SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

- A. Santa Cruz METRO shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by Santa Cruz METRO, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for

work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by Santa Cruz METRO. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with Santa Cruz METRO's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE RECORDS

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)", CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the contractor or the contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.
 - a. Prior to the fifteenth of each month, the contractor shall submit documentation to Santa Cruz METRO's Contract Manager showing the amount paid to DBE trucking companies. The contractor shall also obtain and submit documentation to Santa Cruz METRO's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
 - b. The contractor shall also submit to Santa Cruz METRO's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F)

form provided to the contractor by Santa Cruz METRO's Contract Manager.

6. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

- A. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the contractor in writing with the date of certification. Any changes should be reported to Santa Cruz METRO's Contract Manager within 30 days.

When reporting DBE participation, material or supplies purchased from DBEs may count as follows:

- B. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- C. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- D. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- E. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and excessive as compared with fees charged for similar services.

When reporting DBE participation, participation of DBE trucking companies may count as follows:

- F. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

- G. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- H. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- I. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- J. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- K. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

END OF PART VI FTA REQUIREMENTS FOR CONSTRUCTION CONTRACTS

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is Santa Cruz METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and Santa Cruz METRO policies.

Santa Cruz METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at Santa Cruz METRO's Administrative Offices, 110 Vernon Street, Santa Cruz, CA 95060, and available upon request.

APPLICABILITY

This regulation is applicable to all Santa Cruz METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against Santa Cruz METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

DEFINITIONS

"Common Grant Rules" refers to the Department of Transportation regulations "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

"Interested Party" means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".

"Protest" means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.

"Protester" means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

"Types of Protests": There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by Santa Cruz METRO requesting

bids from vendors or other interested parties.

- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or Santa Cruz METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

STANDARDS

All Protests must be filed in writing with the Santa Cruz METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA 95060, or electronically at financemanager@scmttd.com . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of Santa Cruz METRO's administrative remedies before pursuing a protest with the FTA.

Santa Cruz METRO's Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protestor may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute Santa Cruz METRO's final administrative determination.

In the event that the Protester is not satisfied with Santa Cruz METRO's Board of Directors' final administrative determination, he/she may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of Santa Cruz METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before Santa Cruz METRO issues a final decision.

If Santa Cruz METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, Santa Cruz METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until Santa Cruz METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) Santa Cruz METRO's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under Santa Cruz METRO's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

Telephone: (415) 744-3133
Fax: (415) 744-2726

Santa Cruz METRO RESPONSIBILITIES TO FTA

Santa Cruz METRO's Finance Manager will notify the FTA when he/she receives a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

Santa Cruz METRO's Finance Manager will provide the following information to FTA:

- a. Subjects: A list of Protests involving third party contracts and potential third party contracts that:
 - (a) Have a value exceeding \$100,000, or
 - (b) Involve controversial matter, irrespective of amount, or
 - (c) Involve a highly publicized matter, irrespective of amount.

- b. Details: The following information about each Protest:
 - (a) A brief description of the Protest,
 - (b) The basis of disagreement, and
 - (c) If open, how far the Protest has proceeded, or
 - (d) If resolved, the agreement or decision reached, and
 - (e) Whether an appeal has been taken or is likely to be taken.

- c. When and Where: Santa Cruz METRO will provide this information:
 - (a) In its next quarterly Milestone Progress Report, and
 - (b) At its next Project Management Oversight review, if any.

- d. FTA Officials to Notify: When Santa Cruz METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, Santa Cruz METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

Santa Cruz METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require Santa Cruz METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

END OF PART VII PROTEST PROCEDURES

DOCUMENT 00320

GEOTECHNICAL INVESTIGATION INFORMATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Geotechnical investigation reports have been prepared for this Project.

1.02 REFERENCES

- A. Copies of the following geotechnical reports are available from the Owner upon request.

1. Geotechnical Investigation
Santa Cruz Metropolitan Transit District, Service, Operations and Maintenance
Facilities
Santa Cruz, California

By: Cotton, Shires & Associates, Inc.
5245 Avenida Encina; Ste. A
Carlsbad, CA 92008-4374
Dated: April 2004
Project No.:

2. Wave Equation Analysis results (WEAP)
Santa Cruz Metro
Santa Cruz, California

By: GRL Engineers, Inc.
4535 renaissance Parkway
Cleveland, OH 44128
Dated: September 3, 2004
GLR Job No.: 048031

3. Additional Geotechnical Engineering Analysis, 16-inch Square Piles
Santa Cruz Metropolitan Transit District (SCMTD)
Santa Cruz, California

By: Cotton, Shires & Associates, Inc.
5245 Avenida Encina; Ste. A
Carlsbad, CA 92008-4374
Dated: September 29, 2004
Project No.: E0024

4. UBC Seismic Design Criteria Letter
Santa Cruz Metropolitan Transit District (SCMTD)
Santa Cruz, California

By: Cotton, Shires & Associates, Inc.
5245 Avenida Encina; Ste. A
Carlsbad, CA 92008-4374
Dated May 27, 2004

5. Project No.: E0024

1.03 PROJECT CONDITIONS

A. Existing Site Conditions:

1. The reports referenced above are for Contractor's use for information only.
2. Data in the geotechnical investigation reports was used as a basis for design of certain building, structure, site and other elements of the Project.
3. The opinions expressed in these reports are those of the Owner's geotechnical engineers and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer.
4. Conditions are not intended as representations or warranties of the accuracy or continuity between soil borings and other samples taken from the site.
5. The Owner shall not be held responsible for interpretations or conclusions drawn by the Contractor from the data presented in the geotechnical investigation report.

1.04 OWNER'S INSTRUCTIONS

- A. Additional geotechnical investigations, including but not limited to test borings and site samples, made by Contractor for the performance of the Work, including but not limited to excavation support and protection, shall be made at no change in Contract Sum to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF DOCUMENT 00320