

Invitation for Bid
IFB #2024-03
For:
Bus Shelters Installation

Eastern Contra Costa Transit Authority

801 Wilbur Avenue

Antioch, CA 94509

August 20, 2024

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Section 1

Notice Inviting Bids

Notice Inviting Bids
For
Bus Shelter Installation
Eastern Contra Costa Transit Authority

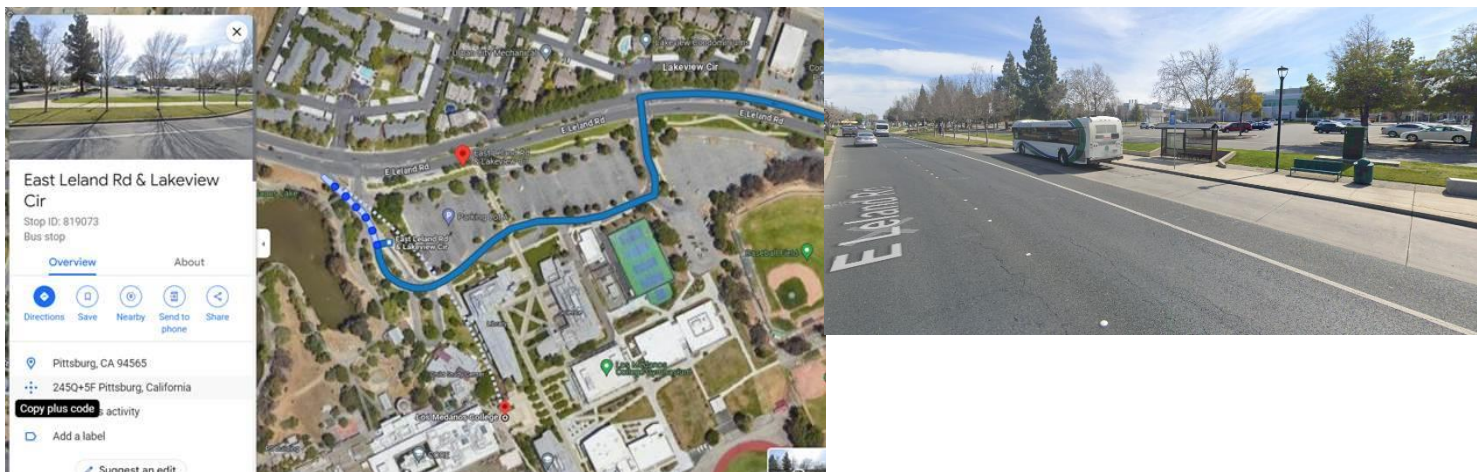
Notice and Invitation to Bidders

Eastern Contra Costa Transit Authority (ECCTA), a Joint Powers Agency (JPA) located in eastern Contra Costa County, California, is accepting sealed bids for site improvements along with installation of bus shelters with amenities for two bus stops located at the Los Medanos College campus. This project shall include the furnishing of all labor, equipment, materials, testing, tools, training, and other services as required by the Scope of Work section and other contract documents.

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

Pre-Bid Conference

A pre-bid conference will be held at 9:00 a.m. local time, on Tuesday, September 3 All prospective bidders and subcontractors are encouraged to attend. The pre-bid conference will be held at one of the bus stops to be replaced: bus stop 819073 at E. Leland Road and Lakeview Circle:



Deadline for Receipt of Bids

Sealed bids will be received by Eastern Contra Costa Transit Authority (ECCTA) until 11:00 a.m. local time, on Friday, September 20 at ECCTA's facility located at 801 Wilbur Avenue, Antioch, CA 94509. Bids may be submitted either electronically via Bid Express or via hardcopy mailed to ECCTA's facility located at 801 Wilbur Avenue, Antioch, CA 94509. Bids received after the said time or at any other place other than the time and place stated in this IFB will not be considered. Bids must be received on the enclosed ECCTA bid form with the required certification forms listed in the bid documents. Bids submitted on any other forms will be considered non-responsive and will be rejected.

Bid Documents/ECCTA Representative

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

Joe Chappelle
Manager of Administrative Services
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509
Fax: (925) 757-2530
procurement@eccta.org

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

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

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

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

Contractor License Requirements

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

Legal Requirements

This contract is subject to the receipt of financial assistance from the California Department of Transportation (CalTrans) through its Clean California Local Grant Program, Restricted Grant Agreement 04-TRANSIT-05 (included as Appendix B), and local sales tax funds, and may also be subject to a grant

contract between the Metropolitan Transportation Commission (MTC). The contract is subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federal or state funded contracts. Full compliance with applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful bidder.

ECCTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, 49 Code of Federal Regulations (CFR) Part 26, and as a recipient of federal financial assistance, ECCTA has signed an assurance that it will comply with 49 CFR Part 26. As such, ECCTA hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this IFB, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit a bid in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award and fully encourages all bidders to seek DBE participation in their bids.

Prevailing Wages

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

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

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

Bid Security and Bonds

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

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

Substitution of Securities

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

Reserved Rights

ECCTA reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding procedure, to make any awards or any rejections in what it alone considers to be in the

best interest of ECCTA, or to postpone the bid opening or award for any reason whatsoever in ECCTA's sole discretion. No bidder may withdraw its bid for a period of 60 calendar days after the date of opening of the bids. Each bidder will be notified of the award of contract, if an award is made.

Office of the Chief Executive Officer

August 20, 2024

Section 2

Key Bid Dates

Key Bid Dates
Bus Shelter Installation
IFB #2024-03

<u>Task</u>	<u>Date</u>
Invitation for Bid issue date:	Tuesday, August 20
Pre-bid conference:	Tuesday, September 3 at 9:00 a.m.
Vendor clarifications/Requests for Substitutions due date:	Monday, September 9 by 1:00 p.m.
Bid opening and due date:	Friday, September 20 at 11:00 a.m.
ECCTA Board of Directors award contract:	Wednesday, September 25 at 4:00 p.m.

Section 3

Information for Bidders

Information for Bidders

Bus Shelter Installation

IFB #2024-03

Scope and Location of Work

The work to be performed under this contract consists of the furnishing of all labor, materials, tools, equipment, and services for site improvements along with the demolition and installation of bus shelters with amenities for two bus stops and its associated amenities located at the Los Medanos College campus. The work is to be performed in the City of Pittsburg, County of Contra Costa, State of California. Contract documents contain a complete description of the work.

Inspection of Site of Work

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

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

Examination of Contract Documents/Notification of Errors

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

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

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

Interpretation of Contract Documents

No oral representation or interpretations will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be submitted through the Bid Express portal or made in writing and delivered to ECCTA on or before the time indicated in the Key Bid Dates.

Emailed requests for interpretation should be emailed to procurement@eccta.org, with the subject heading “ECCTA Bus Shelter Installation 2024-03.”

Interpretations, where necessary, will be made by ECCTA in the form of an addendum to the contract documents. Addendums will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information before the award of contract shall be directed to the ECCTA representative identified in the Notice Inviting Bids.

Term and Time of Performance/Liquidated Damages

Upon receipt of the Notice to Proceed or date specified in the Notice to Proceed, the contractor shall commence work on the project. The project is to be completed by December 31, 2024. This contract shall be in effect, commencing on the date of the Notice to Proceed, and lasting until the completion of the project.

The contractor shall pay to ECCTA as liquidated damages the sum of \$500.00 for each and every workday’s delay in finishing the work in excess of the workday completion time.

Pre-bid Conference

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

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

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

Following the pre-bid conference, ECCTA will make a list of all those to whom the bid was furnished, as well as those attending the meeting, available to interested parties. Representatives of certified DBE firms will be identified on the list.

Prior Approval of Substitutions

A bidder may submit to ECCTA requests for approved substitutions or clarifications regarding any requirements, terms, or conditions contained herein. Any such requests must be received by ECCTA, in writing, by the date and time indicated in Key Bid Dates on page six of this IFB, on the “Request for Substitution” from in Section 7 of this IFB. Any requests for substitutions must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal

to, or better than, that specified in the contract documents. ECCTA shall make a determination on each bidder's request under this procedure in writing. Failure of ECCTA to respond within the time limit shall be deemed to be a denial of request.

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

Bids

General

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

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

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

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

ORIGINAL: BUS SHELTER INSTALLATION

Bids received after this time, or at any other location, will not be considered. ECCTA shall not be responsible for the failure of mailed or delivered bids to actually be received by ECCTA by the time due on the date due. **Technical problems with submission at the Bid Express portal shall be directed to Bid Express Customer Service.**

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

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

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

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

Addenda

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

Bid Prices

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

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

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

Evaluation of Bids

General

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

Determination of Apparent Low Bidder

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

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

Evaluation of Bids

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

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

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

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

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

Bid Guaranty

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

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

Modification of Bid

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

Postponement of Opening

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

Relief of Bidders

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

Bid Protest Procedures

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

Protest Before Bid Opening

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

Protest of Award

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

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

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

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

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

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

Appeal of Decision

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

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

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

Public Records Act Requests

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

Upon a request for records regarding this Bid, ECCTA will notify the bidder involved, within ten Days from receipt of the request, when the records will be made available for inspection. If the bidder timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that bidder determines is not subject to public disclosure, and requests that ECCTA refuse to comply with the records request, bidder will, at its sole expense, take all appropriate legal action and defend ECCTA’s refusal to produce the information in all forums; otherwise ECCTA will make such information available to the extent require by applicable law, without restriction.

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

Section 4

General Conditions

General Conditions

Bus Shelter Installation

IFB #2024-03

Interpretation of Contract Documents

Intent of Contract Documents

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

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

Coordination of Contract Documents

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

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

1. Restricted Grant Agreement 04-TRANSIT-05 (included as Appendix B of this IFB)
2. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying
3. Contract (sample included in Section 11 of this IFB)
4. Special Conditions and Scope of Work
5. General Conditions and Instructions to Bidders

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

Approximate Quantity Estimate

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

General

Rendition of Services

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

Release of Information

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

Prohibited Interest

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

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

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

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

Proposer's Status

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

Ownership of Work

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

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

Proprietary Information

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

Subcontracts

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

Insurance, Bonds and Indemnity

Insurance Requirements

A. Insurance Certificates, Riders, Stipulations

Within the time period specified in Article 10.1 of Section 3 above, the successful contractor shall furnish original certificates of insurance showing a commencement date no later than the effective date of the contract. The insurance shall be in compliance with the stipulations outlined in the scope of work.

With respect to all coverages, the certificates of insurance shall include a stipulation that the insurer will notify ECCTA no less than 30 calendar days prior to any change, termination or cancellation of the insurance policy or coverage's provided under such policy.

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

The contractor shall indemnify, keep and hold harmless, ECCTA, its directors, officers, agents, employees, and member jurisdictions against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or its employees, and the contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against ECCTA in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

B. Worker's Compensation

The contractor and subcontractors, at their own cost and expense, shall carry and maintain Statutory Worker's Compensation Insurance and Employer's Liability Insurance with limits not less than \$1,000,000 with an insurance carrier that is satisfactory to ECCTA that has a Best's rating of no less than A: VII.

C. General Liability

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

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

D. Vehicle Liability

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

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

E. Pollution Legal Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$1,000,000 per occurrence. Such coverage shall include, but shall not be limited to bodily injury (including death) and property damage resulting from accidental release of hazardous waste, as defined in California Health and Safety Code, Section 25117 and listed in the California Administrative Code Title 28 Society Security, Division 4, Environmental Health Section 66680, and the consequential containment, clean-up, disposal and penalties associated therewith.

F. All Risk Property Insurance

The contractor and subcontractors, at its own cost and expense, shall maintain insurance coverage for full replacement cost on the contractor's tools, equipment, or other property whether it is owned or leased,

brought onto ECCTA property, or used in connection with the project. The insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Other Insurance Provisions

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

A. Separation of Insureds

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

B. Additional Insured Status

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

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

C. Primary Coverage

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

D. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 calendar days' notice to ECCTA by certified mail. The contractor shall obtain an endorsement to each policy required by this IFB reflecting the contract by the insurer to provide such notice. In addition, the contractor is responsible to notify ECCTA within 5 business days of any cancellation, non-renewal, reduction in limits, or material change that affects required insurance coverage.

E. Waiver of Subrogation

The contractor will grant to ECCTA a waiver of subrogation of any right to subrogation which any insurer of said contractor may acquire against ECCTA and its respective officers, officials,

employees, and volunteers by virtue of the payment of any loss under such insurance, including the coverages required in this IFB.

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

F. Deductibles and Self-Insured Retentions

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

G. Acceptability of Insurers

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

H. Verification of Coverage

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

Bonds

A. Performance Bond

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

B. Labor and Materials Payment Bond

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

C. Additional Sureties

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

Indemnity

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

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

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

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

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

Commencement of Work

Notice to Proceed

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

Commencement of Work, Progress, and Time for Completion

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

Hours of work - Overtime and holidays. The contractor shall perform all work during the working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday (unless otherwise noted below). If the contractor wishes to work during any other hours or on weekends, written permission must be received from ECCTA. Actual working hours may need to be adjusted based on the needs and schedule of Los Medanos College.

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

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

Changes

General

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

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

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

Value Engineering Changes

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

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

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

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

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

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

Extra Work

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

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

Owner Rights

Authority of ECCTA

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

Inspection

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

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

Final Inspection

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

Final Clean Up

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

Repair or Reconstruction of Defective Materials

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

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

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

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

Contractor's Responsibility for Work and Materials

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

Risk of Loss

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

Access

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

Haul Routes

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

Certain Acts of God

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

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

Compliance with Applicable Laws and Regulations

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

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

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

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

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

Labor

General

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

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

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

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

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

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

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

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

Prevailing Wage Requirements

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

This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The contractor and subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker, or other employee employed by him or her in connection with the Work. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. On a weekly basis, the contractor shall also deliver certified payrolls to ECCTA, and concurrently therewith directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

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

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

Contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or subcontractor fails to

comply with the ten-day period, he or she shall, as a penalty to ECCTA on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this paragraph due to the failure of a subcontractor to comply with this paragraph.

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

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

Completing and signing required forms

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

Questions regarding prevailing wage and apprenticeship

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

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

Questions pertaining to apprenticeship crafts should be directed to:

Division of Apprenticeship Standards
P.O. Box 420603
San Francisco, CA 94142-0603
Phone: (415) 703-4920

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

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

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

General Labor Code Requirements

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

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

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

Contractor or its subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract documents by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810-1815.

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

Fair Employment Practices: California State Fair Employment Housing Act

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

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

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works in violation this section is subject to all the penalties imposed for a violation of this chapter.”

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

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

Nondiscrimination

In the performance of the contract, the contractor agrees that it shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identify, gender expression, age, sexual orientation, or military and veteran status in any manner prohibited by law.

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

Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this article. The contractor will also give written notice of their obligations under this article to labor organizations with which they have a collective bargaining or other agreement.

The contractor shall include the nondiscrimination and compliance provisions of this article in all contracts and subcontracts they enter into to perform work under this contract.

Violation of the State Fair Employment and Housing Act

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

Travel and Subsistence Payments

The contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements in Section 1773 et. seq. of the California State Labor Code. These, and other per diem costs, will allowable as project costs only after those costs are incurred and paid for by the contractors and subcontractors.

Payroll Records

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

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

Apprentices

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

Contractor Responsibilities

Contractor's Licensing Laws

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

Intellectual Property and Patents

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

In performing this Work, the contractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If the contractor, or any of its subcontractors, becomes aware of any such possible infringement in the course of performing any work under this contract, the contractor and/or any of the contractor's subcontractors shall immediately notify ECCTA in writing.

Safety

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

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

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

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

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

Superintendence

The contractor shall provide competent supervision of the work as approved by ECCTA. The contractor or designated representative shall be present at the site at all times while work is actually in progress. Before starting work, the contractor shall designate in writing a representative who shall have the authority to represent and act for the contractor regarding any written or verbal directions or requests of ECCTA.

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

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

Warranty of Title

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

Warranty of Fitness

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

Environmental Compliance

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

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

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

Cleanliness and Disposal

The contractor shall at all times while performing the Work, keep the immediate and surrounding service area(s) clean and free of debris. The contractor shall ensure that all tools and equipment will be removed

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

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

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

Differing Site Conditions

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

- a) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract.
- c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

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

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

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

Utility Facilities

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

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

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

The contractor will not be entitled to damages or additional payment for delays caused solely by the failure of ECCTA, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the contract documents, except for equipment necessarily idled during such work.

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

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

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

Removal of Rejected and Unauthorized Work

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

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

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

Records/Audit

The contractor shall provide to ECCTA copies of all contracts or agreements with subcontractors connected to this contract.

The contractor and its subcontractors agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The contractors and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the 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 pertaining to this contract shall be maintained for a minimum of three (3) years from the date of final payment to ECCTA and shall be held open to inspection, copying, and audit by representatives of ECCTA, CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by the contractors and/or its subcontractors upon receipt of any request made by ECCTA, CALTRANS or its agents.

The contractor and its subcontractors shall each maintain and make available for inspection 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 those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire contract period and for three (3) years from the date of final payment to ECCTA. ECCTA, CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to this contract for audits, examinations, excerpts, and transactions, and the contractor and its subcontractors shall furnish copies thereof if requested.

The contractor and its subcontractors will permit access to all records of employment, employment advertisements, employment 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 CALTRANS, for the purpose of any investigation to ascertain compliance with this contract.

Any contracts with subcontractors entered into as a result of this contract shall contain all the provisions of this article.

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

Liquidated Damages/Excusable Delays

Liquidated Damages

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

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

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

Excusable Delays

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

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

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

Claims Procedures

Should it appear to Contractor that the Work to be performed or any of the matters relative to the contract documents are not satisfactorily detailed or explained therein, or should any questions arise as to the

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

Contractor’s written claim must identify itself as a “claim” under this Article Claims Procedures and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a time impact evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim’s accuracy. The claim shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim.

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

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

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

Abandonment or Delay of Work

ECCTA may terminate the contract for the following causes:

- The contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the contractor.
- The contractor or any of its subcontractors violate any of the material provisions of the contract or fail to perform the work within the time specified in the contract documents.
- The contractor or any of its subcontractors should fail to make prompt payment to subcontractors or material suppliers for material or for labor.
- The contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of ECCTA.
- The contractor fails to abide by a proper stop work notice or fails to correct rejected work or materials.

- The contractor fails to provide and keep in full force and affect all required insurance or fails to cause all subcontractors to so comply.
- The contractor fails to supply a sufficient number of properly skilled workers or proper materials, or fails to diligently prosecute the work.
- The contractor commits any substantial violation of the contract which constitutes a material breach of the contract.

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

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

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

Payment and Invoicing

General

With each application for payment, the contractor must provide an itemized list of costs including the identification of each employee or subcontractor staff who provided services during the period of the application of payment, the number of hours and hourly rates for each employee or subcontractor staff mentioned, authorized travel expenses with receipts, and receipts for authorized materials or supplies.

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

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

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

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

ECCTA will release retention for completed subcontractor work subject to the following conditions. When the contractor deems that a particular subcontractor's work is satisfactorily completed, the contractor must certify in writing, with its next application for payment, that the subcontractor's work is satisfactorily completed, and must include with its application for payment an invoice for partial release of retention withheld under the contract to the extent of that portion of the subcontract not previously paid by ECCTA to the contractor. The contractor's invoice must identify the full amount of the subcontract, less any progress payments previously made by ECCTA for any portion of the subcontract. In addition, the contractor must submit, with each application for partial release of retention to a subcontractor, an unconditional waiver and release upon final payment, executed by the subcontractor that all their work is satisfactorily completed. Failure to submit such unconditional waivers with a request for partial release of retention will be the grounds to reject the request for partial release of retention. The forms of unconditional waiver and release can be found in Appendix A.

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

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

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

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

Cost Principles

The contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs and matching funds by line for the work associated with this Work. The accounting system of the contractor and their subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

The contractor shall be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CF, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items; and that (b) the contractor will comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The contractor further agrees that each subcontractor used in relation to the Work shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.

Stop Notices

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

Substitutions of Securities for Withheld Amounts

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

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

Eligible securities shall include those listed in Government Code Section 16430, or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the ECCTA. The contractor shall be the beneficial owner of any securities substituted for monies, and shall receive any interest on such securities.

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

Final Payment

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

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

Conflict of Interest

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

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

Prohibited Interest

By submitting a bid, the contractor represents and warrants that neither the CEO, nor any director, officer, agent, nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the contractor. If any such interest comes to the knowledge of the contractor at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

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

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

Penalty for Collusion

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

Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Legal and Miscellaneous

Severability Clause

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

Governing Law

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

Prevailing Wage Rates

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

Craft: LABORER AND RELATED CLASSIFICATIONS#

Determination:

NC-23-102-1-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journeyman)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$37.20	8	\$65.76	\$84.36	\$102.96
Group 1; Group 1(B) ^e	\$36.50	8	\$65.06	\$83.31	\$101.56
Group 1 (A)	\$36.72	8	\$65.28	\$83.64	\$102.00
Group 1 (C)	\$36.55	8	\$65.11	\$83.39	\$101.66
Group 1 (E)	\$37.05	8	\$65.61	\$84.14	\$102.66
Group 1 (G)	\$36.70	8	\$65.26	\$83.61	\$101.96
Group 2	\$36.35	8	\$64.91	\$83.09	\$101.26
Group 3; Group 3 (A)	\$36.25	8	\$64.81	\$82.94	\$101.06
Group 4; Group 6 (B)	\$29.94	8	\$58.50	\$73.47	\$88.44
Group 6	\$37.46	8	\$66.02	\$84.75	\$103.48
Group 6 (A)	\$36.96	8	\$65.52	\$84.00	\$102.48
Group 6 (C)	\$36.37	8	\$64.93	\$83.12	\$101.30
Group 6 (D)	\$37.08	8	\$65.64	\$84.18	\$102.72
Group 6 (E)	\$36.10	8	\$64.66	\$82.71	\$100.76
Group 7 – Stage 1 (1 st 6 months)	\$25.38	8	\$53.94	\$66.63	\$79.32
Group 7 – Stage 2 (2 nd 6 months)	\$29.00	8	\$57.56	\$72.06	\$86.56
Group 7 – Stage 3 (3 rd 6 months)	\$32.63	8	\$61.19	\$77.51	\$93.82

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification ^a (Journeyman)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$36.20	8	\$64.76	\$82.86	\$100.96
Group 1; Group 1(B) ^e	\$35.50	8	\$64.06	\$81.81	\$99.56
Group 1 (A)	\$35.72	8	\$64.28	\$82.14	\$100.00
Group 1 (C)	\$35.55	8	\$64.11	\$81.89	\$99.66
Group 1 (E)	\$36.05	8	\$64.61	\$82.64	\$100.66
Group 2	\$35.35	8	\$63.91	\$81.59	\$99.26
Group 3; Group 3 (A)	\$35.25	8	\$63.81	\$81.44	\$99.06
Group 4; Group 6 (B)	\$28.94	8	\$57.50	\$71.97	\$86.44
Group 6	\$36.46	8	\$65.02	\$83.25	\$101.48
Group 6 (A)	\$35.96	8	\$64.52	\$82.50	\$100.48
Group 6 (C)	\$35.37	8	\$63.93	\$81.62	\$99.30
Group 6 (D)	\$36.08	8	\$64.64	\$82.68	\$100.72
Group 6 (E)	\$35.10	8	\$63.66	\$81.21	\$98.76
Group 7 – Stage 1 (1 st 6 months)	\$24.68	8	\$53.24	\$65.58	\$77.92
Group 7 – Stage 2 (2 nd 6 months)	\$28.20	8	\$56.76	\$70.86	\$84.96
Group 7 – Stage 3 (3 rd 6 months)	\$31.73	8	\$60.29	\$76.16	\$92.02

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$10.10
Pension	\$14.36
Vacation and Holiday	\$3.26
Training	\$0.52
Other	\$0.32

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

Craft: LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)*

Determination:

NC-23-102-1-2024-1A

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journey person)	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$40.20	8	\$68.76	\$88.86	\$108.96
Group 1; Group 1(B) ^e	\$39.50	8	\$68.06	\$87.81	\$107.56
Group 1 (A)	\$39.72	8	\$68.28	\$88.14	\$108.00
Group 1 (C)	\$39.55	8	\$68.11	\$87.89	\$107.66
Group 1 (E)	\$40.05	8	\$68.61	\$88.64	\$108.66
Group 1 (G)	\$39.70	8	\$68.26	\$88.11	\$107.96
Group 2	\$39.35	8	\$67.91	\$87.59	\$107.26
Group 3; Group 3 (A)	\$39.25	8	\$67.81	\$87.44	\$107.06
Group 4; Group 6 (B)	\$32.94	8	\$61.50	\$77.97	\$94.44
Group 6	\$40.46	8	\$69.02	\$89.25	\$109.48
Group 6 (A)	\$39.96	8	\$68.52	\$88.50	\$108.48
Group 6 (C)	\$39.37	8	\$67.93	\$87.62	\$107.30
Group 6 (D)	\$40.08	8	\$68.64	\$88.68	\$108.72
Group 6 (E)	\$39.10	8	\$67.66	\$87.21	\$106.76
Group 7 – Stage 1 (1 st 6 months)	\$28.38	8	\$56.94	\$71.13	\$85.32
Group 7 – Stage 2 (2 nd 6 months)	\$32.00	8	\$60.56	\$76.56	\$92.56
Group 7 – Stage 3 (3 rd 6 months)	\$35.63	8	\$64.19	\$82.01	\$99.82

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification ^a (Journeyman) Group	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$39.20	8	\$67.76	\$87.36	\$106.96
Group 1; Group 1(B) ^e	\$38.50	8	\$67.06	\$86.31	\$105.56
Group 1 (A)	\$38.72	8	\$67.28	\$86.64	\$106.00
Group 1 (C)	\$38.55	8	\$67.11	\$86.39	\$105.66
Group 1 (E)	\$39.05	8	\$67.61	\$87.14	\$106.66
Group 2	\$38.35	8	\$66.91	\$86.09	\$105.26
Group 3; Group 3 (A)	\$38.25	8	\$66.81	\$85.94	\$105.06
Group 4; Group 6 (B)	\$31.94	8	\$60.50	\$76.47	\$92.44
Group 6	\$39.46	8	\$68.02	\$87.75	\$107.48
Group 6 (A)	\$38.96	8	\$67.52	\$87.00	\$106.48
Group 6 (C)	\$38.37	8	\$66.93	\$86.12	\$105.30
Group 6 (D)	\$39.08	8	\$67.64	\$87.18	\$106.72
Group 6 (E)	\$38.10	8	\$66.66	\$85.71	\$104.76
Group 7 – Stage 1 (1 st 6 months)	\$27.68	8	\$56.24	\$70.08	\$83.92
Group 7 – Stage 2 (2 nd 6 months)	\$31.20	8	\$59.76	\$75.36	\$90.96
Group 7 – Stage 3 (3 rd 6 months)	\$34.73	8	\$63.29	\$80.66	\$98.02

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$10.10
Pension	\$14.36
Vacation and Holiday	\$3.26
Training	\$0.52
Other	\$0.32

CLASSIFICATIONS

Construction Specialist

ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH
LABORER'S WORK
MASONRY AND PLASTER TENDER
MECHANICAL PIPE LAYER-ALL TYPES
REGARDLESS OF TYPE OR METHOD OF
POWER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER - 300 OR SIMILAR TYPE
(AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF
SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY
ONLY, USE GROUP 1 (G) FOR SOME OF THE
FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE
TAMPERS
BIOHAZARD CLEANUP WORKER
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL
WORKER
CERTIFIED HAZARDOUS WASTE WORKER
(INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND 1/2
YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS,
ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER,

100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING
ASPHALT, LAY KOLD, CREOSOTE, LIME,
CAUSTIC AND SIMILAR TYPE MATERIALS
(APPLYING MEANS APPLYING DIPPING, OR
HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING,
TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND
MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME,
INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS,
INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND
ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS
SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER,
INCLUDING PLACING OF SACKED
CONCRETE AND/OR SAND (WET OR DRY)
AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD
CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND
NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND
SALVAGING OF SASH, WINDOWS,
DOORS, PLUMBING AND ELECTRIC
FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE
INSTALLATION, BURSTING, RELINING, OR
SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA
CONTROLLER, CCTV
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION

WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)

ALL WORK OF LOADING, PLACING AND
BLASTING OF ALL POWDER &
EXPLOSIVES OF WHATEVER TYPE,
REGARDLESS OF METHOD USED FOR
LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDNER-DENVER MODEL DH 143 AND
SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES
REGARDLESS OF TYPE OR METHOD
OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO
HANDLE OR COME IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS)
SHALL RECEIVE \$4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY
ACTIVE SEWER MANHOLES SHALL RECEIVE
\$5.00 PER DAY ABOVE GROUP 1 WAGE
RATES.

GROUP 1 (C)

BURNING AND WELDING IN CONNECTION
WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR
TYPE WELDING

GROUP 1 (D)

SEE FOOTNOTE A ON PAGE 8

GROUP 1 (E)

WORK ON AND/OR IN BELL HOLE FOOTINGS
AND SHAFTS THEREOF, AND WORK ON AND
IN DEEP FOOTINGS (DEEP FOOTINGS IS A
HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15)
FEET DEEP OF ANY TYPE

**GROUP 1 (G) APPLIES ONLY TO WORK IN
CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING),
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYER,
PRESSURE PIPE TESTER, NO JOINT PIPE
AND STRIPPING OF SAME, INCLUDING
REPAIR OF VOIDS, PRECAST MANHOLE
SETTERS, CAST IN PLACE MANHOLE FORM
SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)

SEE FOOTNOTE A ON PAGE 8

GROUP 2

ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY
CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING
WORK)
CONCRETE BUCKET DUMPER AND
CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER
(ONE CHUCKTENDER ON SINGLE MACHINE
OPERATION WITH MINIMUM OF ONE
CHUCKTENDER FOR EACH TWO MACHINES
ON MULTIPLE MACHINE OPERATION.
JACKHAMMERS IN NO WAY INVOLVED IN
THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS.
PRESSURE)
LOADING AND UNLOADING, CARRYING AND
HANDLING OF ALL RODS AND MATERIALS
FOR USE IN REINFORCING CONCRETE
CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE
BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF
OTHER BUILDING MATERIALS) – SEE ALSO
SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC
TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC
TOOLS NOT LISTED IN GROUPS 1 THROUGH
1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3

CONSTRUCTION LABORERS INCLUDING
RIDGE LABORERS, GENERAL LABORERS
AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY
FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND
LANDSCAPE LABORERS (SEE GROUP 4, FOR
LANDSCAPE MAINTENANCE ON NEW
CONSTRUCTION DURING PLANT
ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES)
AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND
ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION
RACK LABORERS
TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
TREE REMOVAL
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF
VEHICLES, WHEN IN CONJUNCTION WITH
LABORER'S DUTIES)

GROUP 4

ALL FINAL CLEANUP OF DEBRIS, GROUNDS
AND BUILDINGS NEAR THE COMPLETION OF
THE PROJECT INCLUDING BUT NOT LIMITED
TO STREET CLEANERS (NOT APPLICABLE
TO ENGINEERING OR HEAVY HIGHWAY
PROJECTS)
CLEANING AND WASHING WINDOWS (NEW
CONSTRUCTION ONLY), SERVICE
LANDSCAPE LABORERS (SUCH AS
GARDENER, HORTICULTURE, MOWING,
TRIMMING, REPLANTING, WATERING
DURING PLANT ESTABLISHMENT PERIOD)
ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR
LANDSCAPE MAINTENANCE WORK AFTER
THE PLANT ESTABLISHMENT PERIOD OR
WARRANTY PERIOD IS PUBLISHED IN THE
NORTHERN CALIFORNIA LANDSCAPE
MAINTENANCE LABORER DETERMINATION.

GROUP 6

STRUCTURAL NOZZLEMAN

GROUP 6 (A)

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES GUNITE

TRAINEE (ONE GUNITE LABORER SHALL BE
ALLOWED FOR EACH THREE (3)
JOURNEYMAN (GROUP 6, 6A, 6C, OR
GENERAL LABORER) ON A CREW. IN THE
ABSENCE OF THE JOURNEYMAN, THE
GUNITE TRAINEE RECEIVES THE
JOURNEYMAN SCALE.).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE.

GROUP 6 (C)

REBOUNDMAN

GROUP 6 (D)

ALIGNER OF WIRE WINDING MACHINE IN
CONNECTION WITH GUNITING OR SHOT
CRETE

GROUP 6 (E)

ALIGNER HELPER OF WIRE WINDING
MACHINE IN CONNECTION WITH GUNITING
OR SHOT CRETE

GROUP 7

ENTRY LEVEL LANDSCAPE LABORER (RATIO
FOR ENTRY LEVEL IS ONE IN THREE. AT
LEAST ONE SECOND PERIOD ENTRY LEVEL
AND AT LEAST ONE THIRD PERIOD ENTRY
LEVEL MUST BE EMPLOYED BEFORE
EMPLOYING ANOTHER FIRST PERIOD
TRAINEE).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Prevailing Wage Apprentice Determinations

Website (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

- a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
- GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- b ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.
- c WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.
- d RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS WORKED ON MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS

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Section 5

Special Conditions

Special Conditions

Bus Shelter Installation

IFB #2024-03

Discrimination Prohibited

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

Prompt Payment to Subcontractors

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

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

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

Civil Rights Requirements

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

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

buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

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

Contract Work Hours and Safety Standards Act

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

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

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

Contractor's Organization and Equipment

Licenses and Registration

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

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

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

Character of Workers

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

COVID-19

Without limiting Contractor's other contract documents obligations to comply with applicable laws, Contractor shall comply with all federal, state, and local (including Contra Costa County) laws and requirements relating to COVID-19, whether in existence on the date bids are due or on any date thereafter, including without limitation (if and to the extent applicable) the Cal/OSHA COVID-19 General Checklist for Limited Services then in effect and all active health orders of the Contra Costa County Health Officer, all as amended, supplemented, and replaced from time to time ("Covid Requirements").

Contractor shall not be entitled to any increases in compensation or payment of any additional amounts on account of any changes to any applicable Covid Requirements or any new Covid Requirements, including without limitation any change in Contra Costa County's tier under California's Blueprint for a Safer Economy. Further, Contractor shall be solely responsible for keeping informed and current of all changes and additions to the Covid Requirements.

Environmental Matters

Dust Control

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

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

Noise and Sound Control

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

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

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

Said noise level requirement shall apply to all equipment on the job, or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

Stormwater Pollution Prevention

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

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

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

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

Environmental Protection

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

directives as the federal government are in effect now or become effective in the future, except to the extent the federal government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and ECCTA. The contractor understands and agrees that those laws, regulations, and directives may not constitute the contractor's entire obligation to meet all federal environmental and resource conservation requirements.

Assumption of Risk and Indemnification Regarding Exposure to Environmental Hazards

In addition to, and not a limitation of, the contractor's indemnification obligations contained elsewhere, the contractor hereby assumes all risks of the consequences of exposure of the contractor's employees, agents, subcontractors, subcontractor's employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies to any and all environmental health hazards, local and otherwise, in connection with the performance of this Work. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. The contractor also agrees to take all appropriate safety precautions to prevent any such exposure to the contractor's employees, agents, subcontractors, subcontractors' employees, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Work. The contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, the contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if the contractor generates two cubic yards or more of organic waste or commercial solid waste per week, the contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. The contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans District Partnership Liaison.

Conflict of Interest

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

The contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real

property or investment which would be affected in any manner or degree by the performance of contractor's services hereunder.

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

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

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

Contractor/Subcontractor Worker Classification

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

Americans with Disabilities Act

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

Section 6

Scope of Work

Scope of Work

Bus Shelter Installation

IFB #2024-03

Project Scope

ECCTA operates five routes at three transit stops on the campus of Los Medanos College (LMC) in Pittsburg, CA. The three existing transit shelters and its amenities are to be removed and replaced with three ECCTA-provided, contractor-installed transit shelters and their associated amenities. The project scope also includes sidewalk and curb modifications and parking striping accessibility improvements to the site. The contractor is to dispose of all removed materials, including the old, removed bus shelters and their associated amenities. No space will be available onsite for the storage of materials or equipment.

Please refer to the drawings in Appendix C for detailed information.

Section 7

Request for Substitution Form

REQUEST FOR SUBSTITUTION

Project:

Substitution Request Number:

To:

From:

Re:

Date:

Project Number:

Contract For:

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

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

History:

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

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached.

Reason for not providing specified item:

Similar Installation:

Project:	Architect:
Address:	Owner:

Date Installed:

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

Savings to ECCTA for accepting substitution:

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

Supporting Data Attached:

- Drawings
- Product Data
- Samples
- Tests
- Report

REQUEST FOR SUBSTITUTION (CONTINUED)

The undersigned certifies that:

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

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

ECCTA’S REVIEW AND ACTION

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

Signed by: _____ Date: _____

Additional Comments:

- Contractor _____
- Subcontractor _____
- Supplier _____
- Manufacturer _____

Section 8

Bid Form

BID COVER FORM
For
IFB #2024-03

Eastern Contra Costa Transit Authority (ECCTA)
Antioch, CA

DATE SUBMITTED: _____

NAME OF INDIVIDUAL SUBMITTING BID: _____

CONTACT PERSON: _____

NAME UNDER WHICH BUSINESS IS CONDUCTED: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____

FAX: _____

PLEASE COMPLETE THE FOLLOWING TWO BOXES.

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

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

CONDITIONS:

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

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

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

WORK ITEM PRICES

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

Shelter Installation

Item	Description	Qty.	Unit	Unit Cost	Extended Cost
1	Bus Shelter Structure Install – GC to install only	3	EA		
2	Solar Powered Pole Mount – GC to install only	2	EA		

Shelter Installation Subtotal: _____

Accessibility Improvements

Item	Description	Qty.	Unit	Unit Cost	Extended Cost
3	Removal of existing pad, as required, based on thickness and condition of existing pad. Ref: C-104, C-105	192	SF		
4	Replacement of existing pad, as required, based on thickness and condition of existing pad. Ref: C-104, C-105	288	SF		
5	2' buffer strips around concrete areas to allow for compaction of soil/AB. Ref: Demo notes.	256	SF		
6	Spot curb removal to the nearest joint. Ref: Demo notes.	81	LF		
7	2' of removal for curb replacement. Provided to fit forums and compaction of material. Ref: Demo notes.	54	SF		
8	Spot removal of sidewalk to the nearest joint. Ref: Demo notes.	256	SF		
9	Grinding off existing ADA parking and aisle striping. Ref: C-103	1	LS		
10	Unbolting and disposal of wheel stop from existing pavement. Ref: C-103	3	EA		
11	Patching of pavement adjacent to removals to restore initial condition. Ref: Construction notes.	145	SF		
12	Replacement of removed sidewalk. Ref: Construction notes.	117	SF		
13	Replacement of removed curb and some additional curb per plan. Ref: Construction notes.	117	LF		
14	Furnish and install domes pet location on plans. Ref: C-103	20	SF		
15	Re-striping of ADA parking stalls and access aisles. Ref: C-103	1	LS		
16	Furnish and install wheel stop – bolt into pavement. Ref: C-103	3	EA		
17	No removal or replacement of existing pavement. GC to provide means and methods to fix joint spacing issue. Ref: C-102	23	EA		

Accessibility Improvement Subtotal: _____

GRAND TOTAL BID AMOUNT FOR ITEMS 1-17 INCLUSIVE: _____

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

IF INDIVIDUAL OR SOLE OWNER OF BUSINESS:

Signature and Printed Name

IF PARTNERSHIP OR JOINT VENTURE:

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

Partnership or Joint Venture Composed of:

Signature, Printed Name, Title, and Company Name

Signature, Printed Name, Title, and Company Name

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

IF CORPORATION:

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

Signature, Printed Name, and Title

Signature, Printed Name, and Title

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That _____ (name of partnership/joint venture/corporation) which is desirous of entering into a contract with the Eastern Contra Costa Transit Authority, do so hereby designate and appoint _____ (one of the general partners/ventures' or officer of the corporation) hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the _____ (name of partnership/joint venture/corporation), to execute a bid for IFB #2024-03 and to execute and enter into a contract with the Eastern Contra Costa Transit Authority, and to represent and bind the partnership/joint venture/corporation, in all matters in connection with such bid and contract, and the undersigned specifically acknowledge and agree that the execution of such bid or contract by the Managing Sponsor shall constitute the agreement of each general partner/venturer/corporation to be jointly and severally liable for any and all of the duties and obligations of the partnership/joint venture/corporation arising from such bid or contract.

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

Company Name: _____

By: _____

Title: _____

Subscribed and Sworn to before me

This ____ day of _____, 20__.

Notary Public in and for State of _____

Residing at _____

Section 9

Bonds

BID GUARANTY

KNOWN ALL PERSONS BY THESE PRESENTS:

WHEREAS, Eastern Contra Costa Transit Authority (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the addition of site improvements along with installation of bus shelters with amenities for three bus stops located at the Los Medanos College campus (hereinafter referred to as the "Bus Shelters") ; and

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

NOW, THEREFORE, Contractor as principal, and _____ (hereinafter referred to as "Surety"), a corporation duly organized under the laws of the State of having its principal place of business at _____ in the State of _____ and authorized to do business in the State of California, are held and firmly bound unto Owner in the sum of _____ Dollars (\$ _____) (being at least ten percent (10%) of the total amount of contractor's bid) lawful money of the United States, for the payment of which sum well and truly to be made as provided in this bid guaranty.

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has submitted its bid for the project entitled Bus Shelters, IFB #2024-03 to the Owner, said bid, by reference thereto; being hereby made a part hereof.

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

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

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

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

BID GUARANTY (CONTINUED)

Contractor, as Principal

By: _____

Its: _____

Address: _____

Fax: _____

Surety

By: _____

Its : _____

Address: _____

Fax: _____

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

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Eastern Contra Costa Transit Authority (hereinafter referred to as “Owner”) and _____ (hereinafter referred to as “Contractor”), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for IFB #2024-03: the addition of site improvements along with installation of bus shelters with amenities for three bus stops located at the Los Medanos College campus (hereinafter referred to as the “Bus Shelters”); and

WHEREAS, the Contractor is required by the terms of IFB #2024-03 to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Bus Shelters contract;

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

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

severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Bus Shelters contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Bus Shelters contract, or to the work to be performed thereunder..
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. No suit or action shall be commenced by a Claimant under this bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.
9. Notice to Surety, Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
10. This payment bond has been furnished to comply with Civil Code section 9550 et seq.. Any provision in this payment bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this payment bond shall be construed as a statutory bond and not as a common law bond.
11. Upon request by any person or entity appearing to be a potential beneficiary of this payment bond, the Contractor shall promptly furnish a copy of this payment bond or shall permit a copy to be made.
12. DEFINITIONS
 - 14.1 Claimant: An individual or entity identified in California Civil Code sections 3181 or 3248.
 - 14.2 Bus Shelters contract: The agreement between Owner and the Contractor identified above, including all contract documents and changes thereto.

CONTRACTOR, as Principal

SURETY

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

FAX: _____

FAX: _____

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

FAITHFUL PERFORMANCE BOND

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

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

Contract for the Bus Shelters, IFB #2024-03, dated _____, 202__, in the amount of _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

BOND TERMS AND CONDITIONS

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

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

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

9. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any Owner action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the contract documents, or of the Work (including services) required thereunder, or any Owner action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an Owner Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of Sonoma County, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. **Definitions**

- 14.1. **Balance of the Contract Sum:** The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved change orders.
- 14.2. **Construction Contract:** The contract between Owner and Contractor identified on the signature page of this Bond, including all contract documents and changes thereto.
- 14.3. **Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to “default” or any other condition allowing a termination for cause as provided in the Construction Contract.

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

Section 10

Required Certifications

Required Certifications

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

- Americans with Disabilities Acts
- Certification Regarding Workers' Compensation
- Certification Concerning Control of Employee or Contractor
- Contractor/Subcontractor Worker Classification
- Contractor's Experience and Qualifications
- Drug-Free Workplace Certification
- Fair Employment Practices Certificate
- List of Subcontractors
- Non-Collusion Affidavit

AMERICANS WITH DISABILITIES ACT

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

Authorized Signature: _____

Date: _____

CERTIFICATION CONCERNING CONTROL OF EMPLOYEES

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

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

PRINTED NAME

SIGNED

AUTHORIZED REPRESENTATIVE OF BIDDER

TITLE

DATE

CERTIFICATE REGARDING WORKERS' COMPENSATION

Contract with the EASTERN CONTRA COSTA TRANSIT AUTHORITY, 801 Wilbur Avenue, Antioch, California 94509, for the addition of site improvements along with installation of bus shelters with amenities for three bus stops located at the Los Medanos College campus.

IFB #2024-03

Labor Code Section 3700:

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

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

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

DATE: _____, 20____.

BY: _____

OFFICIAL TITLE: _____

(SEAL)

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

DRUG-FREE WORKPLACE CERTIFICATION

Company Name: _____

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

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

CERTIFICATION

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

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

SIGNATURE

TITLE

FAIR EMPLOYMENT PRACTICES CERTIFICATION

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

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

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

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

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

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

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

FAIR EMPLOYMENT PRACTICE CERTIFICATION

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

BIDDER

SIGNATURE

PRINTED NAME OF SIGNER

TITLE

MAILING ADDRESS

CITY STATE ZIP CODE

TELEPHONE NUMBER

DATE

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

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

The undersigned declares:

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

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

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

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

BIDDER'S SIGNATURE: _____ DATE: _____

CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS

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

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

LIST TWO OR MORE PROJECTS

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

NAME ANY AND ALL EXCEPTIONS AND REASONS THEREFORE

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

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

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

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

(If bidder of other interested person is:

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

Contractor's License Number: _____

License Expiration Date: _____

Department of Industrial Relations (DIR) Registration Number: _____

CONTRACTOR/SUBCONTRACTOR WORKER CLASSIFICATION

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

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

Prime Contractor (All fields must be completed)

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

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

Prime contractor is to include this form for all subcontractors.

Subcontractor (All fields must be completed)

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

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

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

Section 11

Sample Contract

Sample Contract

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

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Specifications

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

2. Term of Contract

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

3. Contract Sum

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

With each application for payment, the contractor must provide an itemized list of costs including the identification of each employee or subcontractor staff who provided services during the period of the application of payment, the number of hours and hourly rates for each employee or subcontractor staff mentioned, authorized travel expenses with receipts, and receipts for authorized materials or supplies.

4. Contract Documents

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

- a. This contract
- b. Restricted Grant Agreement, 04-TRANSIT-05
- c. IFB #2024-02
- d. The contractor’s bid

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

This contract (including all documents referred to above and incorporated herein) represents the entire and integrated contract between ECCTA and Contractor for the Work and supersedes all

prior negotiations, representations, or contracts, either written or oral. This document may be amended only by written contract between the parties as provided in the contract documents.

5. Liquidated Damages

As liquidated damages for delay Contractor shall pay ECCTA \$500.00 for each day that expires after the time specified for Contractor to achieve substantial completion of the entire Work, until achieved, except as otherwise provided in contract documents.

6. Workers' Compensation

By executing the contract, Contractor certifies as follows:

“I am aware of the provisions of Section 300 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract.”

7. Injury and Illness Prevention Program

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

8. Equal Employment Opportunity

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

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

9. Interest of Members and Employees of ECCTA

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

interests or the interest of any corporation, partnership or association in which they are directly or indirectly interested.

10. Liability of Members and Employees of ECCTA

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

11. Independent Contractor

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

12. Compliance with Laws

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

13. Confidential Information

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

14. Surety Bonds

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

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

15. Assignment Prohibited

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

16. Notices

Any notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage pre-paid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth below, but each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be effective immediately. Notices sent by mail shall be effective one day after mailing.

ECCTA:

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

CONTRACTOR:

17. Contractor's Books and Records

The contractor shall provide to ECCTA copies of all contracts or agreements with subcontractors connected to this contract.

The contractor and its subcontractors agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the 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 pertaining to this contract shall be maintained for a minimum of three (3) years from the date of final payment to ECCTA and shall be held open to inspection, copying, and audit by representatives of ECCTA, CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by the contractor and/or its subcontractors upon receipt of any request made by ECCTA, CALTRANS or its agents.

The contractor and its subcontractors shall each maintain and make available for inspection 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 those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire contract period and for three (3) years from the date of final payment to ECCTA. ECCTA, CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation,

shall each have access to any books, records, and documents that are pertinent to this contract for audits, examinations, excerpts, and transactions, and the contractor and its subcontractors shall furnish copies thereof if requested.

The contractor and its subcontractors will permit access to all records of employment, employment advertisements, employment 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 CALTRANS, for the purpose of any investigation to ascertain compliance with this contract.

Any contracts with subcontractors entered into as a result of this contract shall contain all the provisions of this article.

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

18. Validity

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

19. Governing Law

This contract shall be governed by and construed in accordance with the laws of the State of California, including that State's statutes of limitation but excluding its conflict of law principles. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

20. Severability

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

21. Attorney's Fees

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

22. Subject to Disbursement of Funding

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

23. Waiver

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

24. Execution

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

25. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, the Seller's indemnification obligations contained elsewhere, the Seller hereby assumes all risks of the consequences of exposure of the Seller's employees, agents, subcontractors, subcontractor's employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies to any and all environmental health hazards, local and otherwise, in connection with the performance of this Purchase Order. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Seller also agrees to take all appropriate safety precautions to prevent any such exposure to Seller's employees, agents, subcontractors, subcontractors' employees, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Purchase Order. Seller also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, the Seller also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

26. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if the Seller generates two cubic yards or more of organic waste or commercial solid waste per week, the Seller shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. The Seller shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans District Partnership Liaison.

27. News Releases/Interviews

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

28. Prompt Payment to Subcontractors

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

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

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

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

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

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

For ECCTA:

Dated: _____

By: _____

Rashidi Barnes, Chief Executive Officer

For Contractor:

Dated: _____

By: _____

Approved as to Legal Form and Content:

By: _____

Eli Flushman, General Counsel, ECCTA

Date: _____

Appendix A - Final Payment Waivers

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

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

Unconditional Waiver and Release

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

Exceptions

This document does not affect the following:

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

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

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

Conditional Waiver and Release

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

Maker of Check:.....

Amount of Check: \$.....

Check Payable to:

Exceptions

This document does not affect any of the following:

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

Signature

Claimant’s Signature:

Claimant’s Title:

Date of Signature:

Appendix B – RGA 04-TRANSIT-05

**Clean California Local Grant Program (State)
Restricted Grant Agreement**

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **EASTERN CONTRA COSTA TRANSIT AUTHORITY (ECCTA)**, hereinafter referred to as **AGENCY**, will commence on **September 1, 2023, or upon approval by CALTRANS, whichever occurs later**. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **June 30, 2025**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
 - a. **Reduce Waste and Beautify Public Spaces:** The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
 - b. **Improve Public Health and Community Placemaking:** The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
 - c. **Promote Equity for Underserved Communities:** The program places a strong emphasis on advancing equity for underserved communities.
 - d. **Support Sustainable Practices:** The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
 - e. **Engage Local Communities:** The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
 - f. **Prohibit Displacement of Persons Experiencing Homelessness:** The program prohibits

grants from funding projects that displace persons experiencing homelessness. This reflects the intention to address public space improvements without negatively impacting vulnerable populations.

- g. Transparent and Efficient Grant Allocation: The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.
5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of transit partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to develop and implement transit partnership projects on local right-of-way to address transit demand, usage, and ridership in a strategic and impactful manner that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address transit needs, waste management challenges, graffiti mitigation, and aesthetic enhancement, thereby contributing to a positive and enjoyable transit experience for the community
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this Contribution Agreement to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work")

within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:


1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **Los Medanos Transit Stop Enhancements**, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2022/23	\$210,000.00
Total Project Costs		\$210,000.00

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		09/26/2023	\$210,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Uriel Diaz, (925) 754-6622.
- b. **CALTRANS'** Contract Manager is Markus Lansdowne, (510) 715-9189. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

Eastern Contra Costa Transit Authority

Attention: Uriel Diaz, Manager of Planning and Grants
 Phone Number: (925) 754-6622
 Email: udiaz@eccta.org
 Address: 801 Wilbur Ave, Antioch, CA 94509

California Department of Transportation

Attention: Markus Lansdowne, Acting D4 Clean CA Manager
 Phone Number: (510) 715-9189
 Email: Markus.Lansdowne@dot.ca.gov
 Address: 111 Avenue, Oakland, California 94612

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **September 1, 2023**, following the written approval of CALTRANS and AGENCY's receipt of the Notice to Proceed letter of this RGA by CALTRANS. All reimbursable work shall terminate no later than **December 31, 2024**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **June 30, 2025**. Work incurred after **December 31, 2024** will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **June 30, 2025**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **June 30, 2025** (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS District Partnership Liaison**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$210,000.00**.
- b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to

furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

- b. The certification of FY 2023/24 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.
- c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**
 - g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.
 - h. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
 - i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Item 12**.
 - j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
 - k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **December 31, 2024** to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in **Attachment I** and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
 - l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **June 30, 2025**.
15. Quarterly Progress Reporting
- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above.**

17. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If

claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other

sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the 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 **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection 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 those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment 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 **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

- e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Item 14(e)(4), above.**
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above.**

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - ~~6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.~~
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

- a. Educational programming:
 - i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
 - iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- b. **Artwork:**
- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
 - ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
 - iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

29. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a

disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

30. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS'** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS'** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS'** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS'** Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS'** Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

31. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include,

but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

32. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

33. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than **June 30, 2025**.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.

- c. Payments shall be forfeit of work incurred after **December 31, 2024**.

34. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

35. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY's** work on or for the Project.

36. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);

- II. The CALTRANS Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. AGENCY Resolution.

37. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

38. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

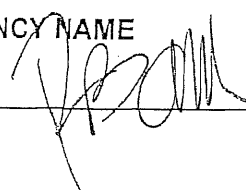
The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

- I. Clean CA Transit Partnership Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. AGENCY Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

AGENCY NAME

By:

 - Tri Delta Transit

Printed Name:

Rashidi Barnes

Title:

Chief Executive Officer

Date:

10/24/2023

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Appendix C – Scope of Work Plans

AREA MAP CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, CALIFORNIA

NTS



VICINITY MAP - LMC CAMPUS

APPROX ADDRESS: 2700 E LELAND RD, PITTSBURG, CA 94565

NTS



PROJECT SCOPE OF WORK:
THE PROJECT CONSISTS OF REPLACING TWO TRANSIT SHELTERS, ONE ON E LELAND RD AND ANOTHER WITHIN THE CAMPUS, JUST WEST OF PARKING LOT A. THE ACCESSIBLE PATH OF TRAVEL IMPROVEMENTS INCLUDE MODIFICATIONS TO SIDEWALKS, ASSOCIATED CURB RAMPS AND ACCESSIBLE PARKING STRIPING.

PROJECT OWNER:
TRI DELTA TRANSIT
801 WILBUR AVENUE
ANTIOCH, CA 94509

PROJECT ADDRESS:
LOS MEDANOS COLLEGE CAMPUS
2700 E LELAND RD
PITTSBURG, CA 94565

JURISDICTIONS:
DIVISION OF THE STATE ARCHITECT (DSA) -
ACCESSIBILITY, STRUCTURAL AND FIRE LIFE SAFETY REVIEW

NOTE: PROPOSED SHELTERS ARE COMPRISED OF PUBLIC BUS STOPS PROVIDED BY TRI DELTA TRANSIT ON THE UNIVERSITY CAMPUS AND ARE NOT RESTRICTED TO STUDENT USE.

CODES / GUIDELINES IN EFFECT:
CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, 2022
PART 1 - CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE
PART 2 - CALIFORNIA BUILDING CODE (CBC)
PART 12 - CALIFORNIA REFERENCE STANDARDS CODE PUBLISHED SUPPLEMENTS AND ERRATA TO CCR TITLE 24, 2022

NOTE: PROPOSED BUS SHELTERS ARE PREFABRICATED STRUCTURES. THEY WILL BE ENGINEERED BY SHELTER MANUFACTURER PRIOR TO INSTALLATION ON SITE.

CIVIL ENGINEER:
STANTEC
801 S FIGEUROA ST., SUITE 300
LA, CA 90017
925-754-6622

SHELTER MANUFACTURER:
TOLAR MANUFACTURING CO INC
258 MARIAH CIR
CORONA, CA 92879
951-808-0081

STRUCTURAL ENGINEER:
LEEDCO ENGINEERS, INC.
3380 FLARE DR, SUITE 250
EL MONTE, CA 91731
626-234-2247

DRAWING LIST	
NO.	DRAWING NAME
GENERAL	
G-001	COVER SHEET
G-002	COMPREHENSIVE CAMPUS SITE PLAN
G-003	SITE PATH OF TRAVEL AND ACCESSIBILITY INFORMATION
CIVIL	
C-001	OVERALL AND EXISTING CONDITIONS PLAN
C-101	DEMO, SITE, AND GRADING PLAN ENLARGEMENT A
C-102	DEMO, SITE, AND GRADING PLAN ENLARGEMENTS B AND C
C-103	DEMO, SITE, AND GRADING PLAN ENLARGEMENT D
C-104	DEMO, SITE, AND GRADING PLAN ENLARGEMENT E
C-105	DEMO, SITE, AND GRADING PLAN ENLARGEMENT F
C-201	DETAILS
C-202	DETAILS
STRUCTURAL	
S-001	STRUCTURAL GENERAL NOTES
S-002	STRUCTURAL GENERAL NOTES
S-100	TOLAR MANUFACTURING TRANSIT SHELTER PLANS AND DETAILS
S-101	TOLAR MANUFACTURING TRANSIT SHELTER BENCHES
Total Sheets: 15	

TRI DELTA TRANSIT LOS MENDANOS COLLEGE CAMPUS - TRANSIT SHELTER REPLACEMENT

2700 E LELAND RD
PITTSBURG, CA 94565

GENERAL NOTES:

- NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA.
- THE FOLLOWING GENERAL NOTES APPLY TO THE ENTIRE SET OF DRAWINGS AND ARE NOT SPECIFIC TO ANY ONE DISCIPLINE.
- IT IS THE CONTRACTORS RESPONSIBILITY TO REVIEW AND COORDINATE THE WORK OF ALL SUB-CONTRACTORS, TRADES AND UPPLIERS WITH REQUIREMENTS OF THE CONTRACT BEFORE COMMENCING CONSTRUCTION, AND ASSURE THAT ALL PARTIES ARE AWARE OF ALL REQUIREMENTS, REGARDLESS OF WHERE THE REQUIREMENTS OCCUR IN THE CONTRACT DOCUMENTS, WHICH MIGHT AFFECT THE WORK OF THAT PARTY.
- THE WORK DESCRIBED BY THE DRAWINGS OF ANY ONE DISCIPLINE MAY BE AFFECTED BY THE WORK DESCRIBED ON DRAWINGS OF ANOTHER DISCIPLINE AND MAY REQUIRE CROSS REFERENCE. PARTIAL SETS OF DRAWINGS ARE INCOMPLETE AND SHOULD NOT BE DISTRIBUTED OR UTILIZED BY THE CONTRACTOR.
- ARCHITECT IS NOT RESPONSIBLE FOR ACCURACY OF EXISTING CONDITIONS SHOWN IN THESE DOCUMENTS. GC SHALL CONTACT ARCHITECT IMMEDIATELY IF ANY DISCREPANCIES OCCUR IN THE FIELD.
- THE CONTRACTOR SHALL IDENTIFY AND NOTIFY IN WRITING TO THE ARCHITECT CONFLICTS BETWEEN THE WORK OF DIFFERENT PARTIES, AND DISCREPANCIES BETWEEN THE DOCUMENTS AND THE ACTUAL CONDITIONS AT THE EARLIEST POSSIBLE DATE SO AS TO ALLOW REASONABLE AND ADEQUATE TIME FOR THE CONFLICT TO BE RESOLVED WITHOUT DELAYING THE WORK. ALL DEVIATIONS FROM THAT WHICH IS REQUIRED BY THE CONTRACT DOCUMENTS MUST BE APPROVED IN ADVANCE BY THE ARCHITECT AND OWNER PRIOR TO PROCEEDING.
- THE DRAWINGS MAY MAKE REFERENCE TO AND/OR ILLUSTRATE ITEMS WHICH ARE NOT PART OF THE WORK OF THE CONTRACT. THESE 'NOT IN CONTRACT' ITEMS AS INDICATED ARE REFERENCED AND/OR ILLUSTRATED FOR THE CONTRACTORS REFERENCE, INFORMATION AND COORDINATION ONLY.
- THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE LAWS, CODES, REGULATIONS AND ORDINANCES OF THE PLACE (CITY, COUNTY, DISTRICT, AND STATE) WHERE THE PROJECT IS LOCATED.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND SIMILAR RELEASES REQUIRED FOR THE CONSTRUCTION AND OCCUPANCY OF THE PROJECT. THE CONTRACTOR SHALL FURNISH COPIES OF ALL SUCH ITEMS TO THE OWNER AND ARCHITECT WITHIN 10 DAYS OF RECEIPT OF SUCH ITEMS. IF PERMITS ARE ISSUED SUBJECT TO CERTAIN CONDITIONS OR REVISIONS TO THE WORK OR IF PERMITS ARE DELAYED FOR ANY REASON, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ARCHITECT.
- THE CONTRACTOR SHALL COORDINATE AND OBTAIN ALL REQUIRED INSPECTIONS OF WORK, INCLUDING THAT PERFORMED BY OWNER. CONTRACTOR SHALL REGULARLY UPDATE OWNER AND ARCHITECT REGARDING THE STATUS OF INSPECTIONS.
- THE CONTRACTOR SHALL TAKE PRECAUTIONS TO MAINTAIN AND PROTECT NEW WORK AS WELL AS EXISTING SYSTEMS AND ELEMENTS WHICH ARE TO REMAIN. ANY DAMAGE TO SUCH SYSTEMS AND ELEMENTS SHALL BE IMMEDIATELY REPAIRED IN A MANNER ACCEPTABLE TO THE ARCHITECT. IF SATISFACTORY REPAIRS CANNOT BE MADE, THE CONTRACTOR SHALL REPLACE SYSTEMS AND ELEMENTS WITH NEW PRODUCTS ACCEPTABLE TO THE ARCHITECT. ALL REPAIRS AND REPLACEMENT COSTS SHALL BE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR. THE DRAWINGS SHALL NOT BE REPRODUCED FOR SUBMITTALS. DRAWINGS OR
- PORTIONS THEREOF USED FOR SUBMITTALS WILL BE REJECTED AND RETURNED TO THE CONTRACTOR WITHOUT THE APPROVAL OF THE ARCHITECT.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL CONSTRUCTION AND DEMOLITION DEBRIS. THE CONTRACTOR SHALL OBTAIN APPROVAL OF OWNER FOR DETAILS RELATED TO ALL SITE ACCESS AND REMOVAL PLANS.
- THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH OWNER'S PROCEDURES FOR MAINTAINING A SECURE SITE AND BUILDING.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT/UPDATED RECORD OF DRAWINGS ON SITE AT ALL TIMES.



801 S. Figueroa Street, Suite 300
Los Angeles, CA 90017
Stantec Project No: 2014323701

SEAL/SIGNATURE

DESIGN CONSULTANT

APPROVAL STAMP

NO.	DATE	BY	DESCRIPTION
1	06/28/2024	ISA	ISA SUBMITTAL
2	06/07/2024	ISA	ISA INFACE SUBMITTAL 2

LMC Transit Stop Improvements

2700 E Leland Rd, Pittsburg, CA 94565

COVER SHEET

DESIGN BY:	Designer
DRAWN BY:	Author
CHECKED BY:	Checker
DATE:	
SCALE:	
SHEET:	G-001

CLIENT

TRI DELTA TRANSIT
801 WILBUR AVE, ANTIOCH, CALIFORNIA

Autodesk Docs://2014323701_LMC_Transit_Stop_Improvements_2014323701-LMC_TDT-BusShelter_Revit2023.rvt

Autodesk Docs://2014323701_LMC_Transit_Stop_Improvement_2014323701-LMC_IDT-BusShelter_Revit2023.rvt



801 S. Figueroa Street, Suite 300
Los Angeles, CA 90017
Stantec Project No: 2014323701

SEAL/SIGNATURE

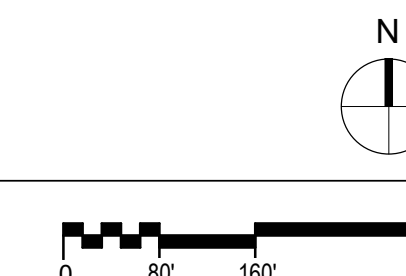
DESIGN CONSULTANT

APPROVAL STAMP



CAMPUS BUILDING INDEX	
1.	LIBRARY
2.	SCIENCE CENTER
3.	CHILD STUDY CENTER
4.	STUDENT SERVICES
5.	LOS MEDANOS GYM
6.	MATH BUILDING
7.	STUDENT UNION
8.	KINESIOLOGY & ATHLETICS COMPLEX
9.	MUSIC BUILDING
10.	CAMPUS SAFETY

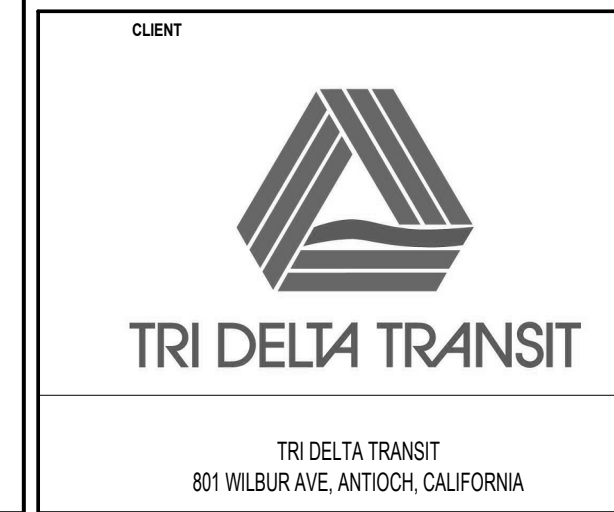
1 COMPREHENSIVE CAMPUS SITE PLAN
G-002 1" = 160'-0"



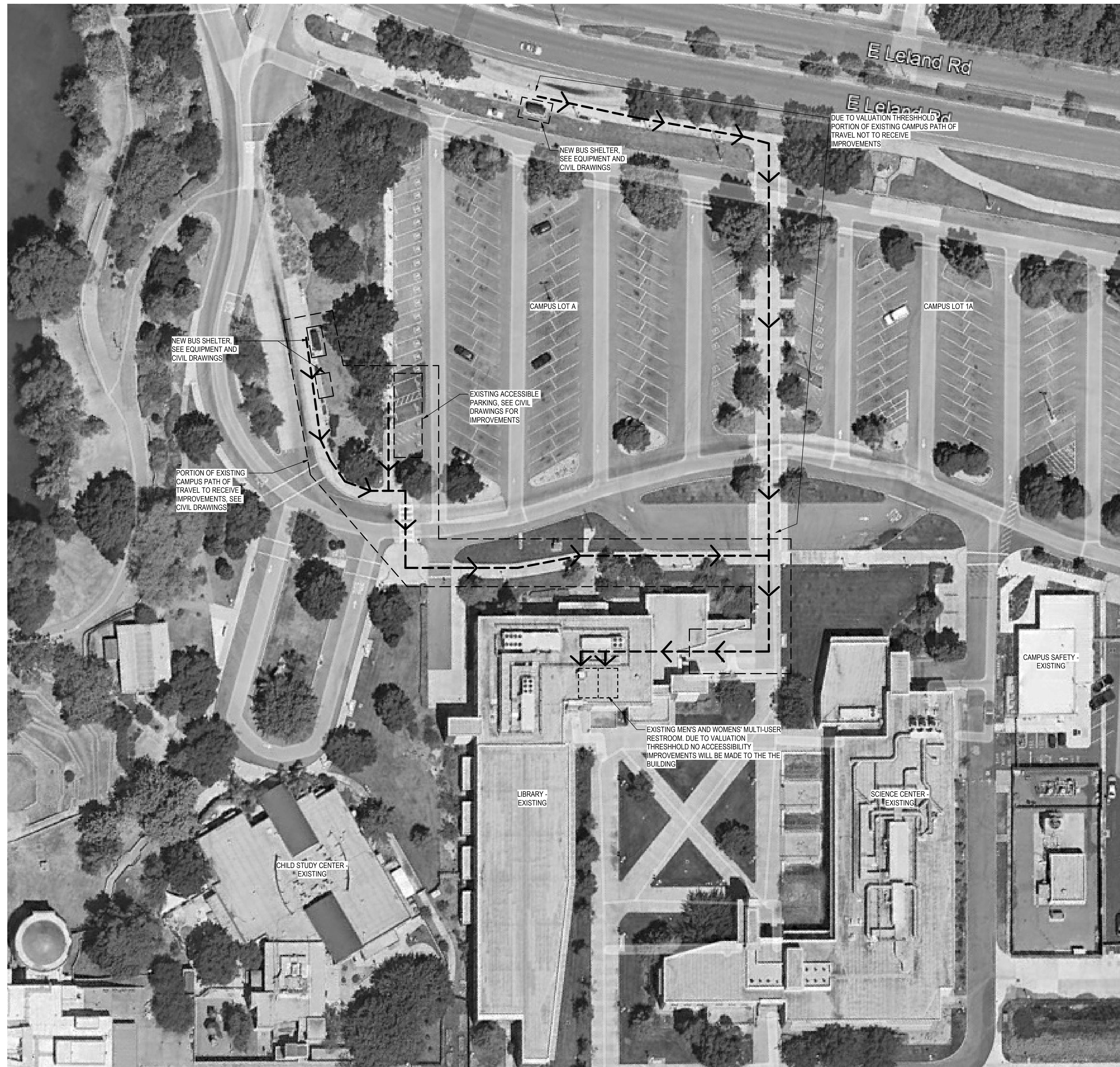
NO.	DATE	BY
1	06/28/2024	ISA SUBMITTAL
2	06/07/2024	ISA INFACE SUBMITTAL 2

LMC Transit Stop Improvements
2700 E Leland Rd, Pittsburg, CA 94565
**COMPREHENSIVE CAMPUS
SITE PLAN**

JOB #
DESIGN BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
DATE:
SCALE: 1" = 160'-0"
SHEET: **G-002**



Autodesk Docs://2014323701_LMC_Transit_Stop_Improvement_2014323701-LMC_IDT-BusShelter_Revit2023.rvt



1 ENLARGED ACCESSIBLE PATH OF TRAVEL PLAN
 G-003 1" = 40'-0"

SEAL/SIGNATURE

DESIGN CONSULTANT

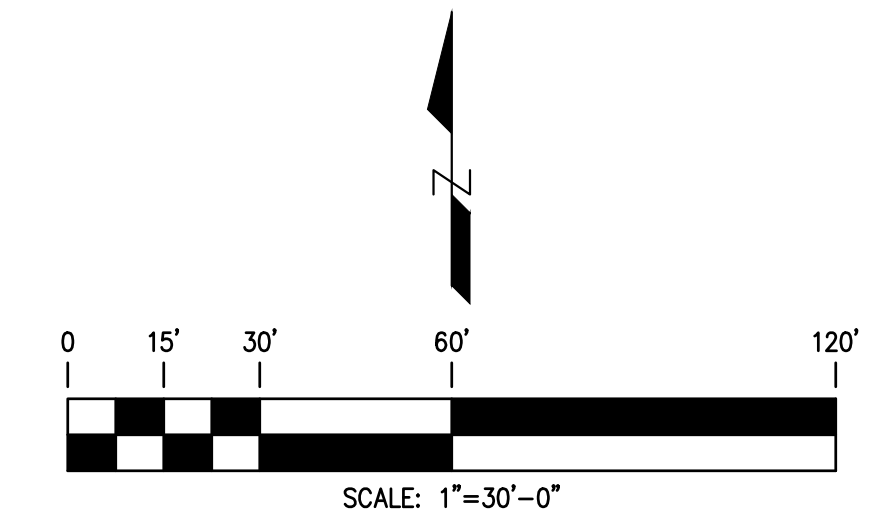
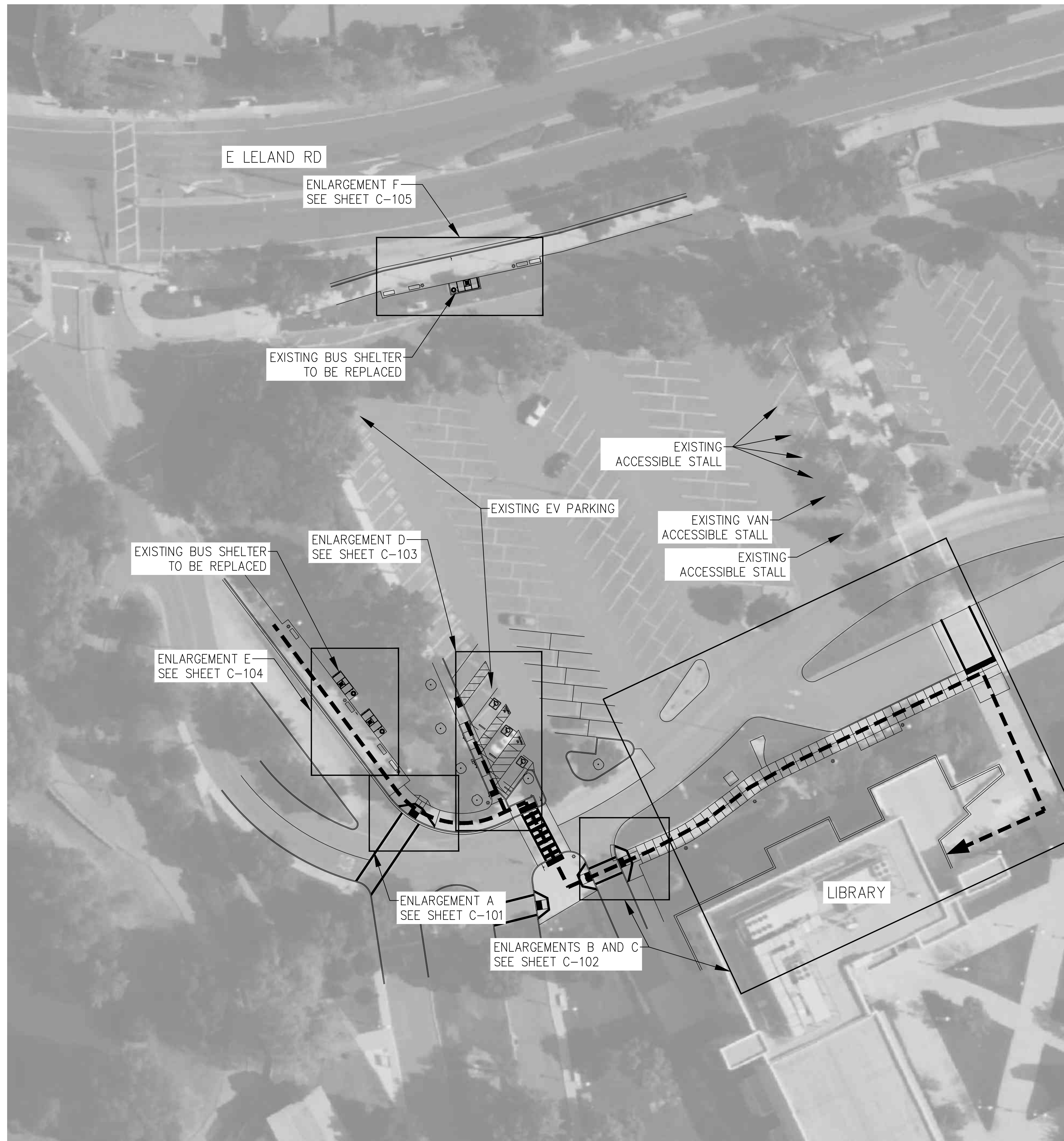
APPROVAL STAMP

NO.	DATE	BY	DESCRIPTION
1	06/28/2024		DISA SUBMITTAL
2	08/07/2024		DISA INFACE SUBMITTAL 2

LMC Transit Stop Improvements
 2700 E Leland Rd, Pittsburg, CA 94565
SITE PATH OF TRAVEL AND ACCESSIBILITY INFORMATION

JOB #:
 DESIGN BY: Designer
 DRAWN BY: Author
 CHECKED BY: Checker
 DATE:
 SCALE: 1" = 40'-0"
 SHEET: **G-003**





LEGEND
 - - - - - ACCESSIBLE ROUTE

EROSION AND SEDIMENT CONTROL NOTE:
 CONTRACTOR TO INSTALL APPROPRIATE EROSION CONTROL PROTECTIONS TO PREVENT SEDIMENT TRANSPORT TO DRAINAGE FACILITIES OUTSIDE OF THE AREA OF WORK.

GRADING NOTE:
 SLOPES/GRADES AND DIMENSIONS SHOWN ON PLAN ARE BASED ON APPROXIMATE FIELD MEASUREMENTS. CONTRACTOR SHALL VERIFY IN THE FIELD PRIOR TO CONSTRUCTION.

ACCESSIBLE ROUTE NOTE:
 ACCESSIBLE ROUTE (A.R.) IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS A BARRIER FREE ACCESS WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/4" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/2" VERTICAL (11B-303 & 11B-403.4.). A.R. IS A MINIMUM OF 48" WIDE (11B-403.5 1Ex3) BARRIER-FREE ROUTE WITH SLIP-RESISTANT SURFACE. THE RUNNING SLOPE SHALL BE 5% MAX. IN THE DIRECTION OF TRAFFIC FLOW AND THE CROSS SLOPE SHALL NOT BE STEEPER THAN 1:48 (11B-403.3). PASSING SPACES (11B-403.5.3) OF 60"x60" MIN. ARE LOCATED NOT MORE THAN 200' APART. WALKS WITH CONTINUOUS GRADIENTS HAVE 60" IN LENGTH OF LEVEL AREAS (11B-403.7) NOT MORE THAN 400' APART. A.R. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MIN. (11B-307.4) AND FREE OF PROTRUDING OBJECTS (11B-307) GREATER THAN 4" PROJECTION FROM WALL ABOVE 27" AND LESS THAN 80". OBJECTS PROTRUDING INTO THE A.R. SHALL NOT REDUCE THE CLEAR WIDTH OR MANEUVERING SPACE REQUIRED FOR ACCESSIBLE ROUTES (11B-307.5). THERE IS NO DROP-OFF OVER 4" AT THE EDGE OF WALK OR LANDING UNLESS IDENTIFIED BY A GUARD, A HANDRAIL, OR A WARNING CURB AT LEAST 6" IN HEIGHT ABOVE THE WALK (11B-303.5).

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:
 THE ACCESSIBLE ROUTE (A.R.) IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR ACCESSIBLE ROUTE REQUIREMENTS (11B). AS PART OF THE DESIGN OF THIS PROJECT, THE A.R. WAS EXAMINED BASED ON APPROXIMATE FIELD MEASUREMENTS AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE A.R. THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FIELD VERIFY ALL SLOPES/GRADES AND DIMENSIONS TO CONFIRM THE CORRECTIVE WORK NECESSARY.

THE PROJECT WILL IMPLEMENT CORRECTIONS TO THE EXISTING NONCOMPLIANT PORTIONS OF THE IDENTIFIED ACCESSIBLE ROUTE TO THE MAXIMUM EXTENT POSSIBLE, AND IS LIMITED TO 20% OF THE TOTAL PROJECT COST.

DESIGN CONSULTANT

APPROVAL STAMP

NO.	DATE	BY	SUBMITTAL
1	06/28/2024		PSA SUBMITTAL
2	08/07/2024		PSA INFACE SUBMITTAL 2

LMC Transit Stop Improvements
 2700 E Leland Rd, Pittsburg, CA 94565
OVERALL AND EXISTING CONDITIONS PLAN

DESIGN BY:	SAG
DRAWN BY:	SAG
CHECKED BY:	JMS
DATE:	06/28/2024
SCALE:	AS SHOWN ON SHEET
SHEET:	C-001



SEAL SIGNATURE

DESIGN CONSULTANT

APPROVAL STAMP

NO.	DATE	BY	DESCRIPTION
1	06/28/2024		PSA SUBMITTAL
2	08/07/2024		PSA IN TAKE SUBMITTAL 2

DEMOLITION NOTES

- P PROTECT IN PLACE ITEM PER PLAN.
- 1 SAWCUT EXISTING AC PAVEMENT AND/OR SIDEWALK AND CONFORM TO EXISTING. VACCUUM TO REMOVE WASTE SLURRY.
- 2 REMOVE AND DISPOSE EXISTING AC PAVEMENT.
- 3 REMOVE AND DISPOSE EXISTING PCC SIDEWALK TO NEAREST JOINT.
- 4 REMOVE AND DISPOSE EXISTING PCC CURB.
- 5 REMOVE EXISTING WHEELSTOP.
- 6 SANDBLAST EXISTING STRIPING.
- 7 CLEAR AND GRUB EXISTING LANDSCAPING
- 8 REMOVE AND DISPOSE EXISTING BUS SHELTER AND ASSOCIATED AMENITIES. CONTRACTOR TO FIELD VERIFY EXISTING PCC SLAB THICKNESS AND REMOVE PCC SLAB IF LESS THAN 6" IF SLAB IS 6" OR GREATER IN THICKNESS, CONTRACTOR TO PROTECT IN PLACE. CONTRACTOR TO NOTIFY ENGINEER IN WRITING BEFORE REMOVAL OF EXISTING PCC SLAB.

GRADING CONSTRUCTION NOTES

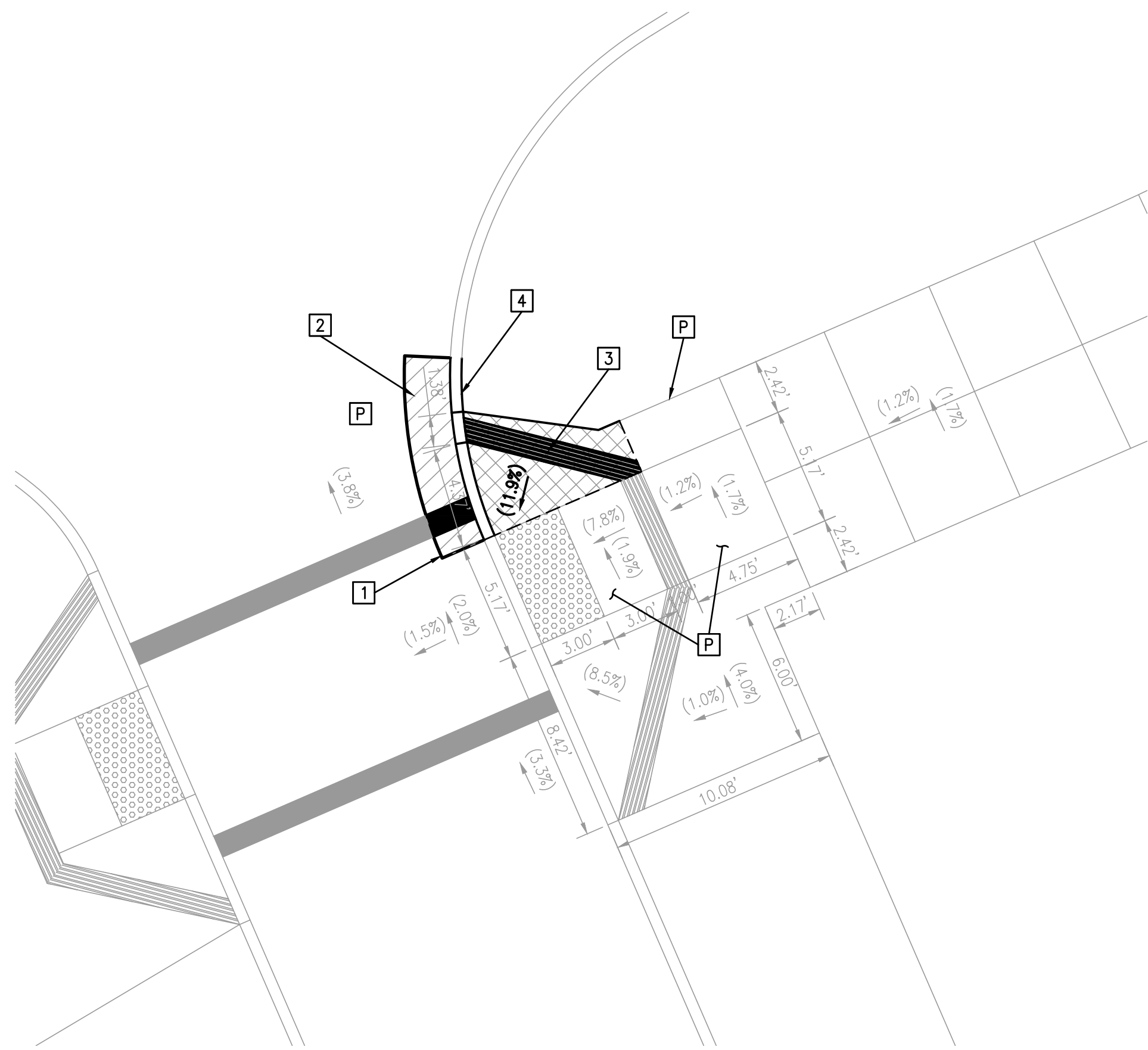
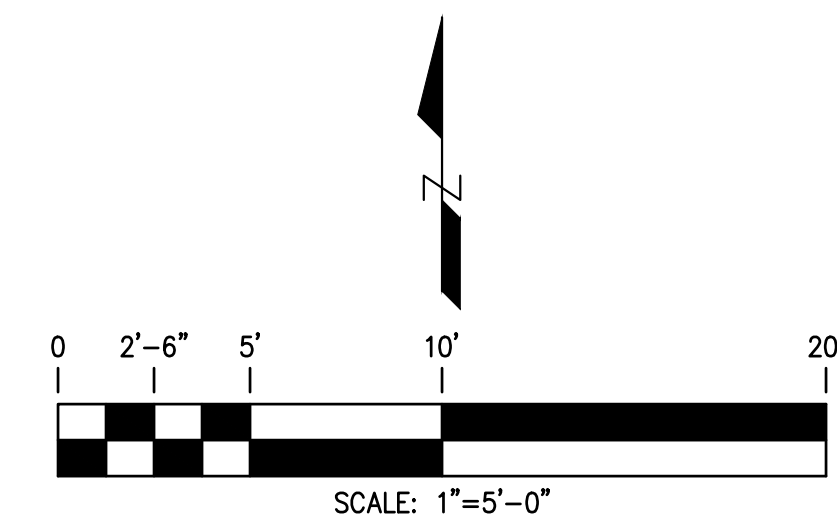
- 1 CONSTRUCT AC OVER AB PAVEMENT. CONTRACTOR SHALL MATCH EXISTING PAVEMENT DEPTH. ADA PARKING STALLS AND ACCESS AISLES SHALL BE LESS THAN 2% IN ALL DIRECTIONS. PAVEMENT WITHIN THE ADA PATH OF TRAVEL SHALL BE CONSTRUCTED WITH A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%.
- 2 CONSTRUCT 6" PCC SIDEWALK OR MATCH EXISTING THICKNESS. SIDEWALK ALONG THE ACCESSIBLE PATH OF TRAVEL SHALL BE CONSTRUCTED WITH A MAXIMUM CROSS-SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%.
- 3 INSTALL FLUSH CURB PER DETAIL 3 ON SHEET C-201
- 4 INSTALL 4' LONG WHEELSTOP PER DETAIL 1 ON SHEET C-201
- 5 CONSTRUCT 6" PCC CURB PER DETAIL 2 ON SHEET C-201
- 6 INSTALL TRUNCATED DOMES PER DETAIL 4 ON SHEET C-201
- 7 REPLACE/ADJUST LANDSCAPING AS NEEDED.
- 8 FILL EXISTING SIDEWALK CONCRETE EXPANSION JOINT USING FIBER BOARD AND CONCRETE SEALANT. CONTRACTOR TO FIELD VERIFY JOINTS GREATER THAN 1/2" REQUIRING MODIFICATION.
- 9 FURNISH AND INSTALL PROPOSED BUS SHELTER. SEE Q SHEETS FOR DETAILS.
- 10 MOUNT WAYSIGNS TO TOP OF EXISTING TRANSIT STOP POLE WITH TOLAR UNIVERSAL MOUNT.
- 11 REMOVE AND SALVAGE TO TDT EXISTING TRANSIT STOP SIGN. CONTRACTOR TO VERIFY FINAL LOCATION WITH CLIENT.

STRIPING AND SIGNAGE NOTES

- 1 CONSTRUCT ACCESSIBLE STRIPING PER DETAIL 1 ON SHEET C-202 PER CALIFORNIA BUILDING CODE 11B-502.
- 2 CONSTRUCT ACCESSIBLE "NO PARKING" PER DETAIL 1 ON SHEET C-202 PER CALIFORNIA BUILDING CODE 11B-502.
- 3 CONSTRUCT ACCESSIBLE SYMBOL PER DETAIL 1 ON SHEET C-202 PER CALIFORNIA BUILDING CODE 11B-502.
- 4 REPAINT STRIPING IN KIND.

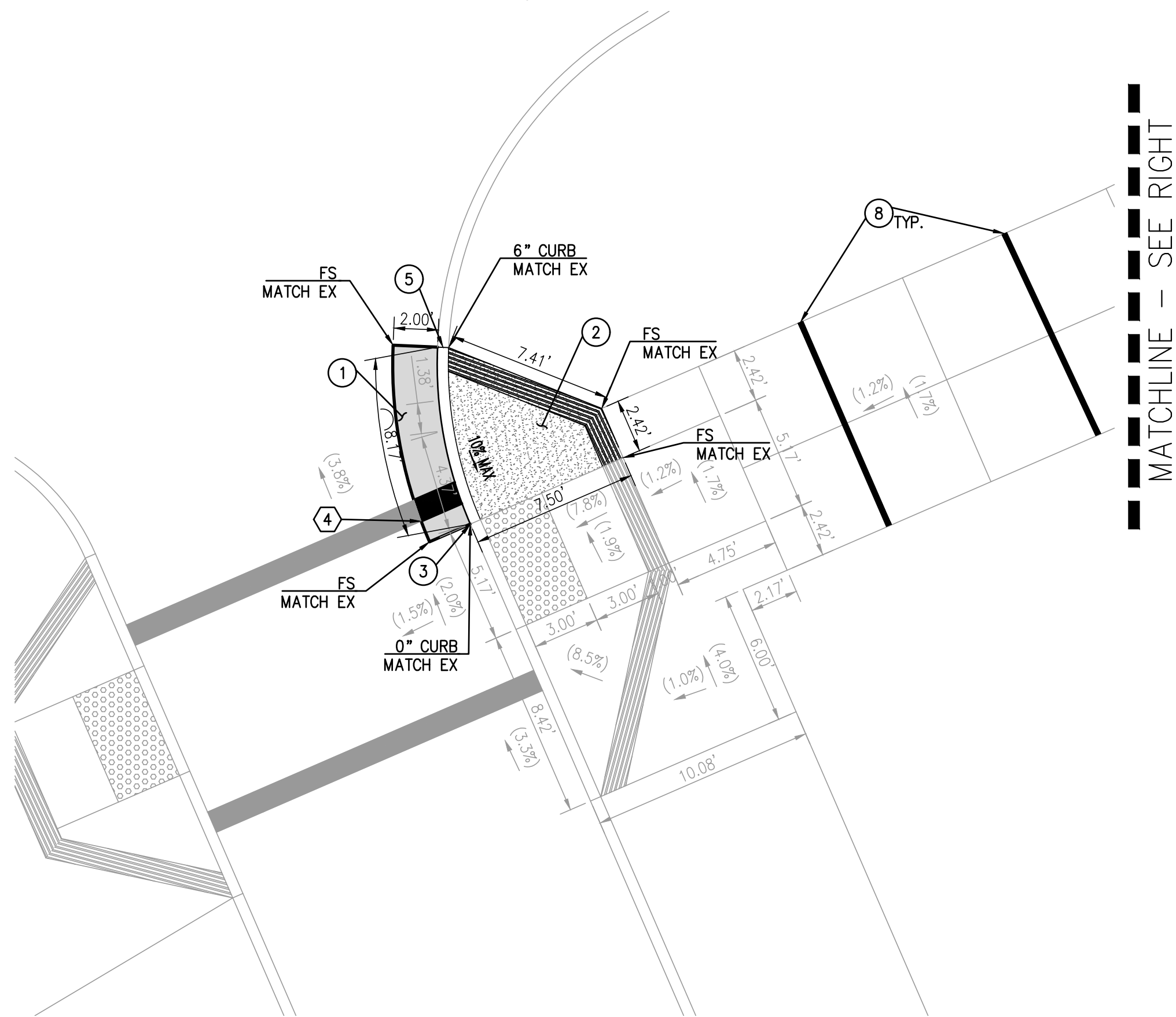
LEGEND

- PROPOSED PCC SIDEWALK
- CLEAR AND GRUB AREA
- PROPOSED SLOT AC PAVEMENT
- AC PAVEMENT, SIDEWALK, AND CURB REMOVAL AREA
- SAWCUT LINE
- ACCESSIBLE ROUTE



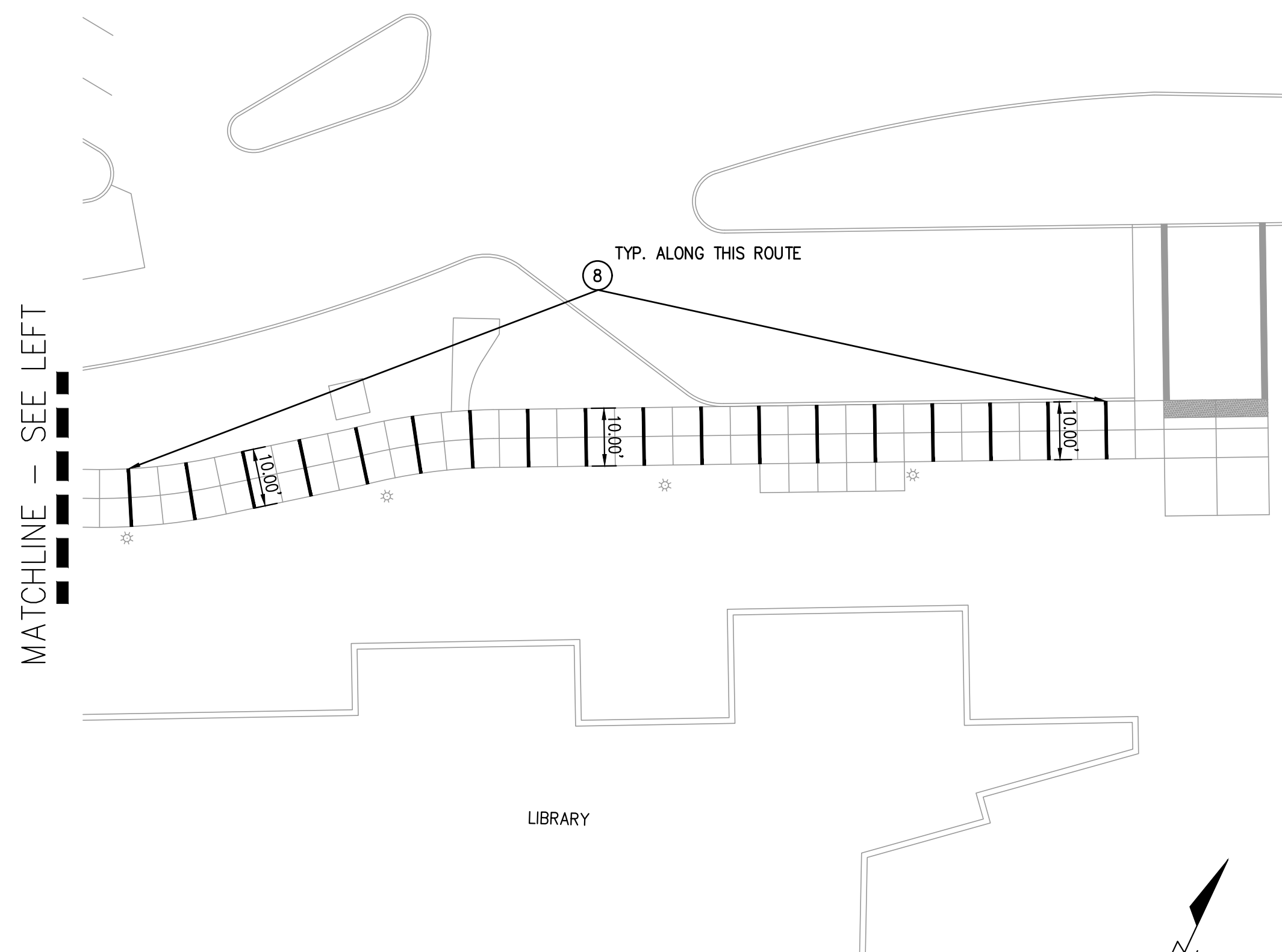
ENLARGEMENT B
DEMOLITION PLAN

1"=5'



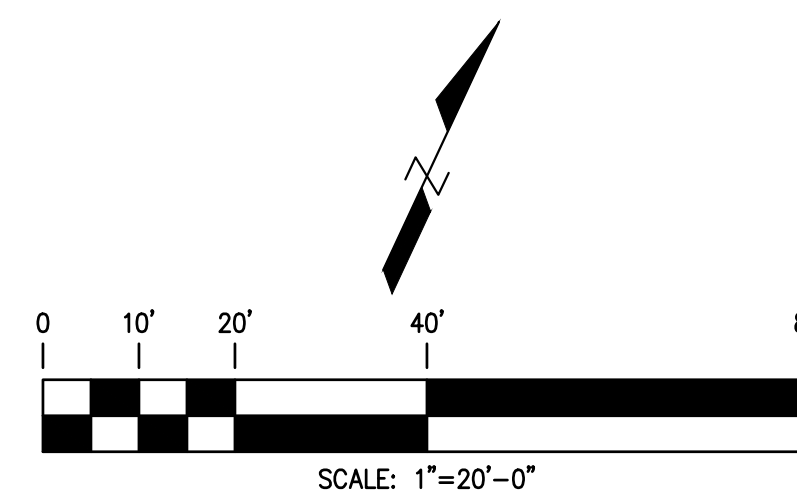
ENLARGEMENT B
SITE AND GRADING

1"=5'



ENLARGEMENT C
SITE PLAN

1"=20'



LMC Transit Stop Improvements

2700 E Leland Rd, Pittsburg, CA 94565

**DEMO, SITE, AND
GRADING PLAN
ENLARGEMENTS B AND C**

JOB #:	
DESIGN BY:	SAG
DRAWN BY:	SAG
CHECKED BY:	JMS
DATE:	06/28/2024
SCALE:	AS SHOWN ON SHEET
SHEET:	C-102

CLIENT

TRI DELTA TRANSIT

TRI DELTA TRANSIT
801 WILBUR AVE, ANTIOCH,
CALIFORNIA

DESIGN CONSULTANT

DESIGN CONSULTANT

APPROVAL STAMP

NO.	DATE	BY	DESCRIPTION
1	06/28/2024	JMS	ISSUE FOR SUBMITTAL
2	08/07/2024	JMS	ISSUE FOR SUBMITTAL

LMC Transit Stop Improvements
2700 E Leland Rd, Pittsburg, CA 94565
DEMO, SITE, AND GRADING PLAN ENLARGEMENT D

JOB #:	
DESIGN BY:	SAG
DRAWN BY:	SAG
CHECKED BY:	JMS
DATE:	06/28/2024
SCALE:	AS SHOWN ON SHEET
SHEET:	C-103

CLIENT
TRI DELTA TRANSIT
TRI DELTA TRANSIT
801 WILBUR AVE, ANTIPOCH, CALIFORNIA

DEMOLITION NOTES

- P PROTECT IN PLACE ITEM PER PLAN.
- 1 SAWCUT EXISTING AC PAVEMENT AND/OR SIDEWALK AND CONFORM TO EXISTING. VACUUM TO REMOVE WASTE SLURRY.
- 2 REMOVE AND DISPOSE EXISTING AC PAVEMENT.
- 3 REMOVE AND DISPOSE EXISTING PCC SIDEWALK TO NEAREST JOINT.
- 4 REMOVE AND DISPOSE EXISTING PCC CURB.
- 5 REMOVE EXISTING WHEELSTOP.
- 6 SANDBLAST EXISTING STRIPING.
- 7 CLEAR AND GRUB EXISTING LANDSCAPING
- 8 REMOVE AND DISPOSE EXISTING BUS SHELTER AND ASSOCIATED AMENITIES. CONTRACTOR TO FIELD VERIFY EXISTING PCC SLAB THICKNESS AND REMOVE PCC SLAB IF LESS THAN 6" IF SLAB IS 6" OR GREATER IN THICKNESS. CONTRACTOR TO PROTECT IN PLACE. CONTRACTOR TO NOTIFY ENGINEER IN WRITING BEFORE REMOVAL OF EXISTING PCC SLAB.

GRADING CONSTRUCTION NOTES

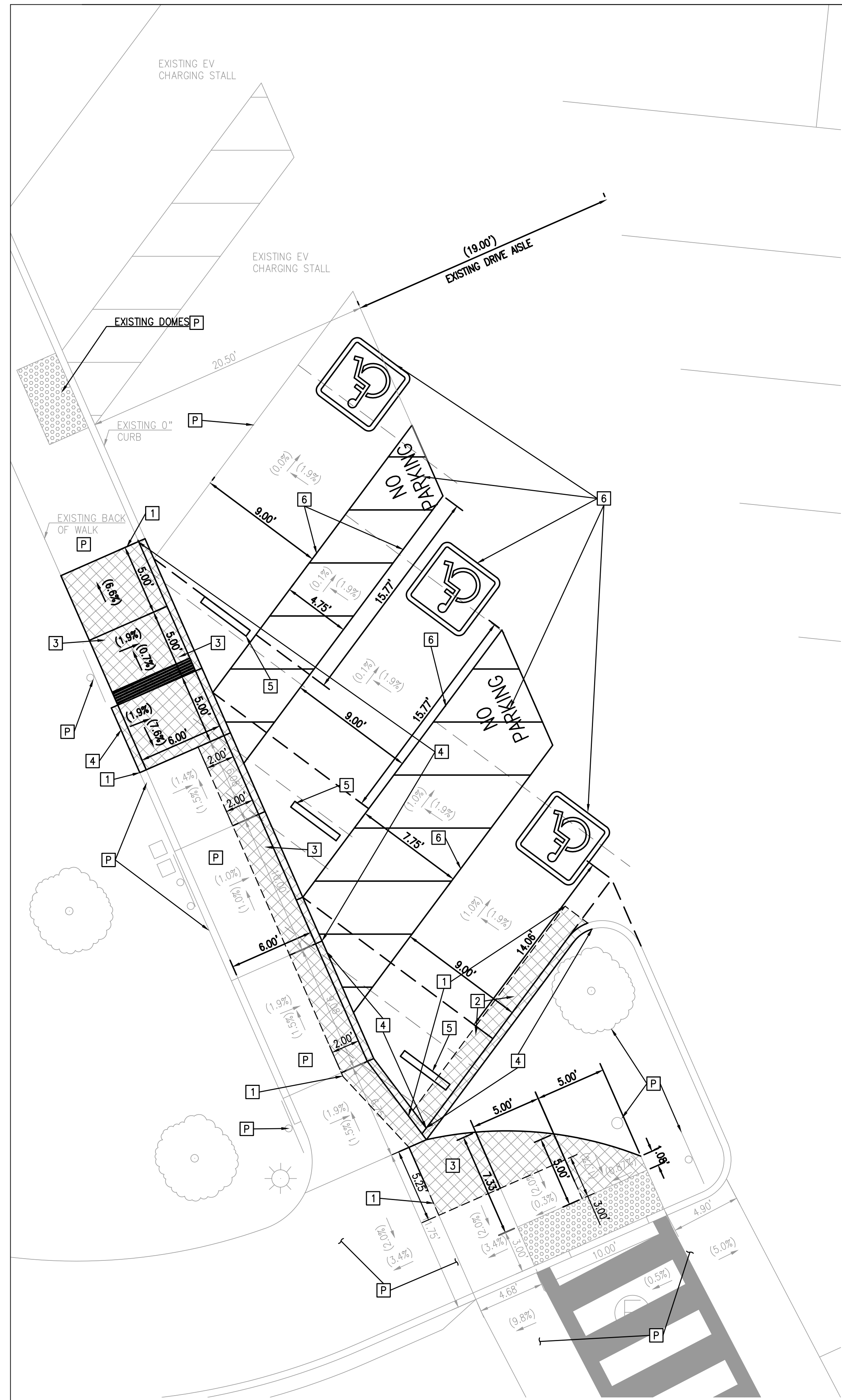
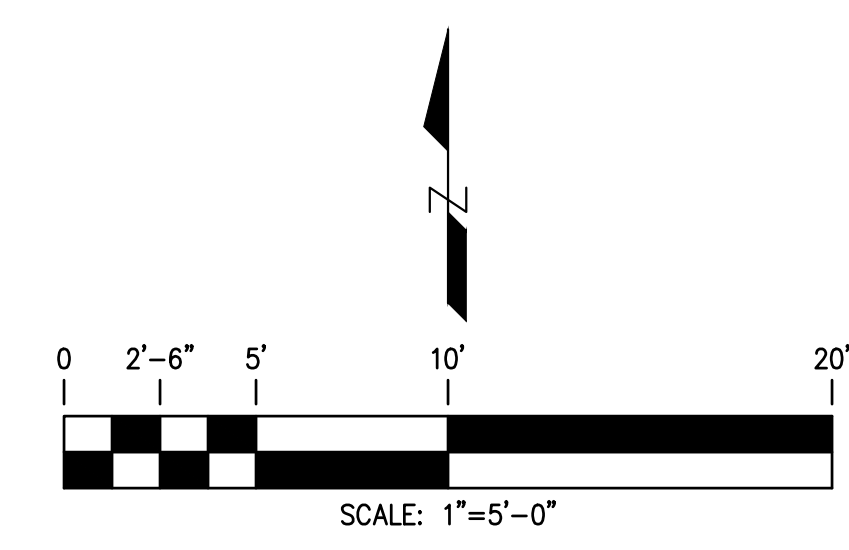
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- 2 CONSTRUCT 6" PCC SIDEWALK OR MATCH EXISTING THICKNESS. SIDEWALK ALONG THE ACCESSIBLE PATH OF TRAVEL SHALL BE CONSTRUCTED WITH A MAXIMUM CROSS-SLOPE OF 2% AND A MAXIMUM RUNNING SLOPE OF 5%.
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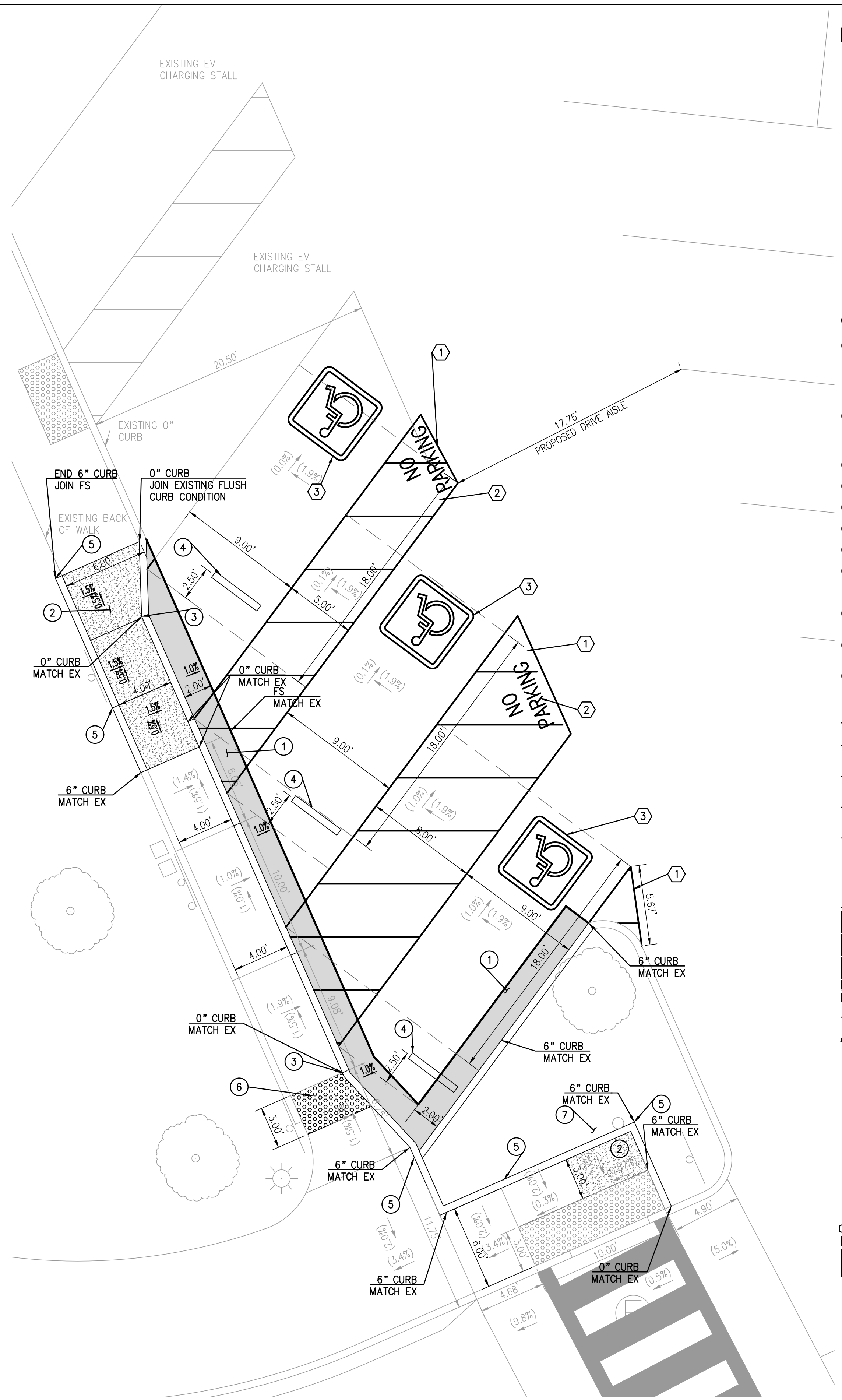
LEGEND

- PROPOSED PCC SIDEWALK
- CLEAR AND GRUB AREA
- PROPOSED SLOT AC PAVEMENT
- AC PAVEMENT, SIDEWALK, AND CURB REMOVAL AREA
- SAWCUT LINE
- ACCESSIBLE ROUTE



ENLARGEMENT D
DEMOLITION PLAN

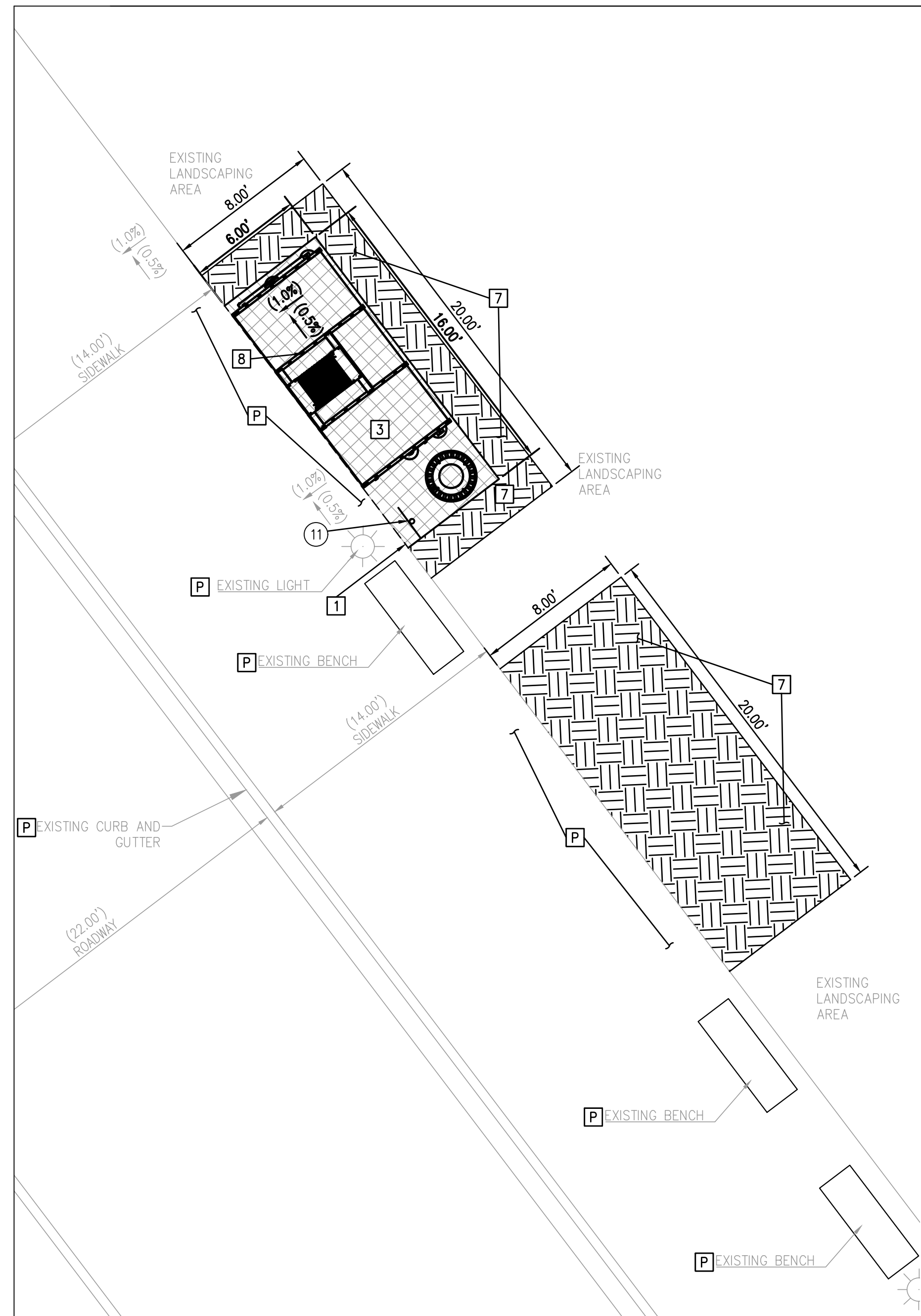
1"=5'



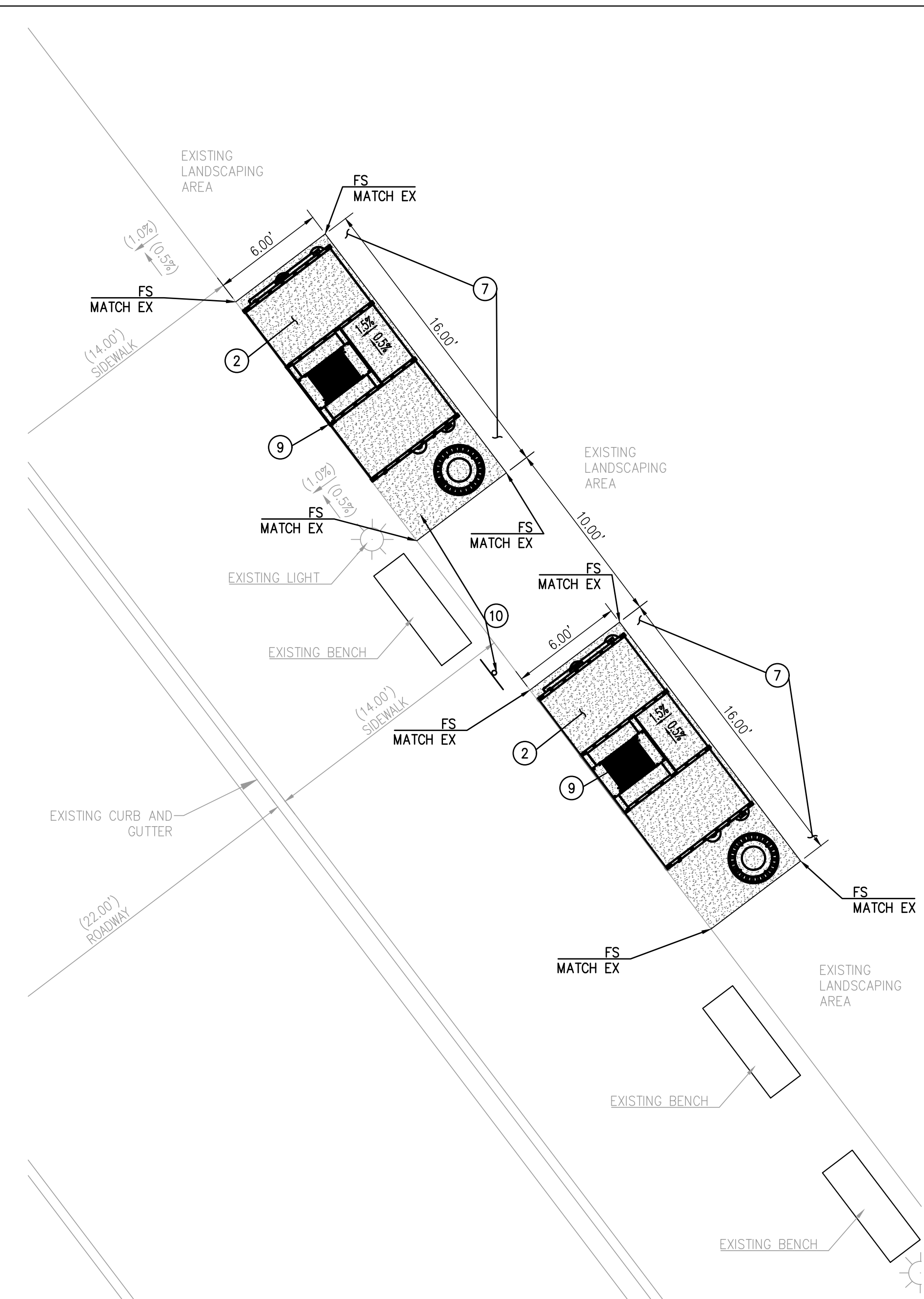
ENLARGEMENT D
SITE AND GRADING PLAN

1"=5'





ENLARGEMENT E
DEMOLITION PLAN
1"=5'



ENLARGEMENT E
SITE AND GRADING PLAN
1"=5'

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GRADING CONSTRUCTION NOTES

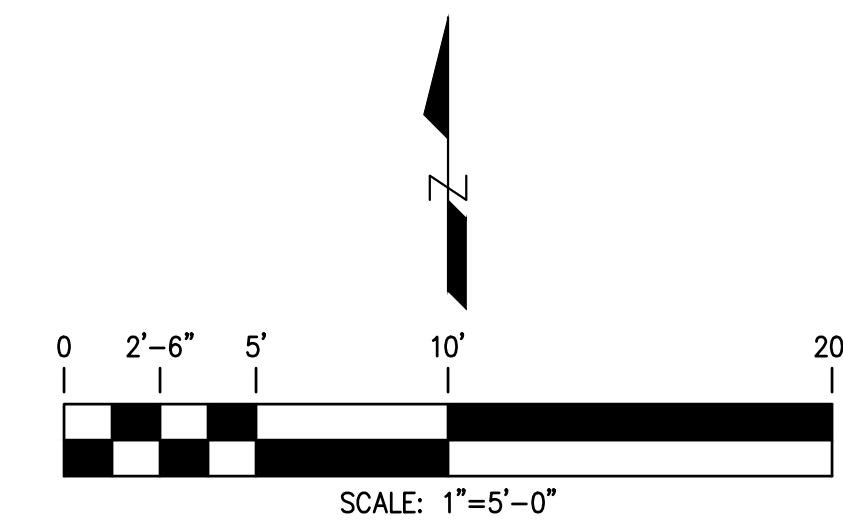
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LEGEND

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- CLEAR AND GRUB AREA
- PROPOSED SLOT AC PAVEMENT
- AC PAVEMENT, SIDEWALK, AND CURB REMOVAL AREA
- SAWCUT LINE
- ACCESSIBLE ROUTE



801 S. Figueroa Street, Suite 300
Los Angeles, CA 90017
Stantec Project No: 2014323701

SEAL/SIGNATURE

DESIGN CONSULTANT

APPROVAL STAMP

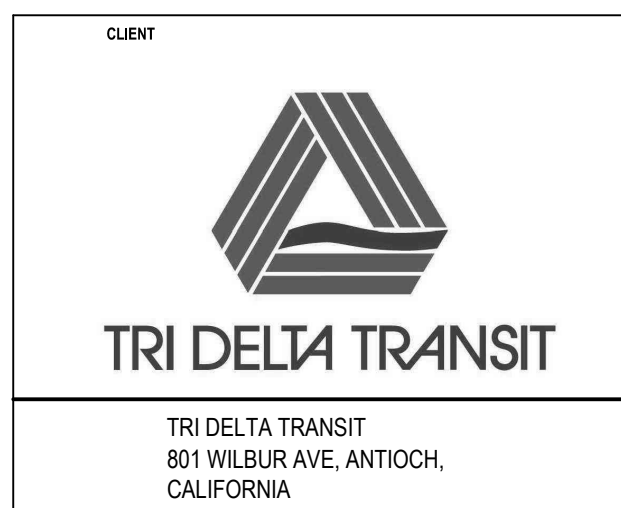
NO.	DATE	BY	DESCRIPTION
1	06/28/2024	JMS	ISSUE FOR PERMIT
2	08/07/2024	JMS	ISSUE FOR SUBMITTAL 2
			ISSUE FOR SUBMITTAL

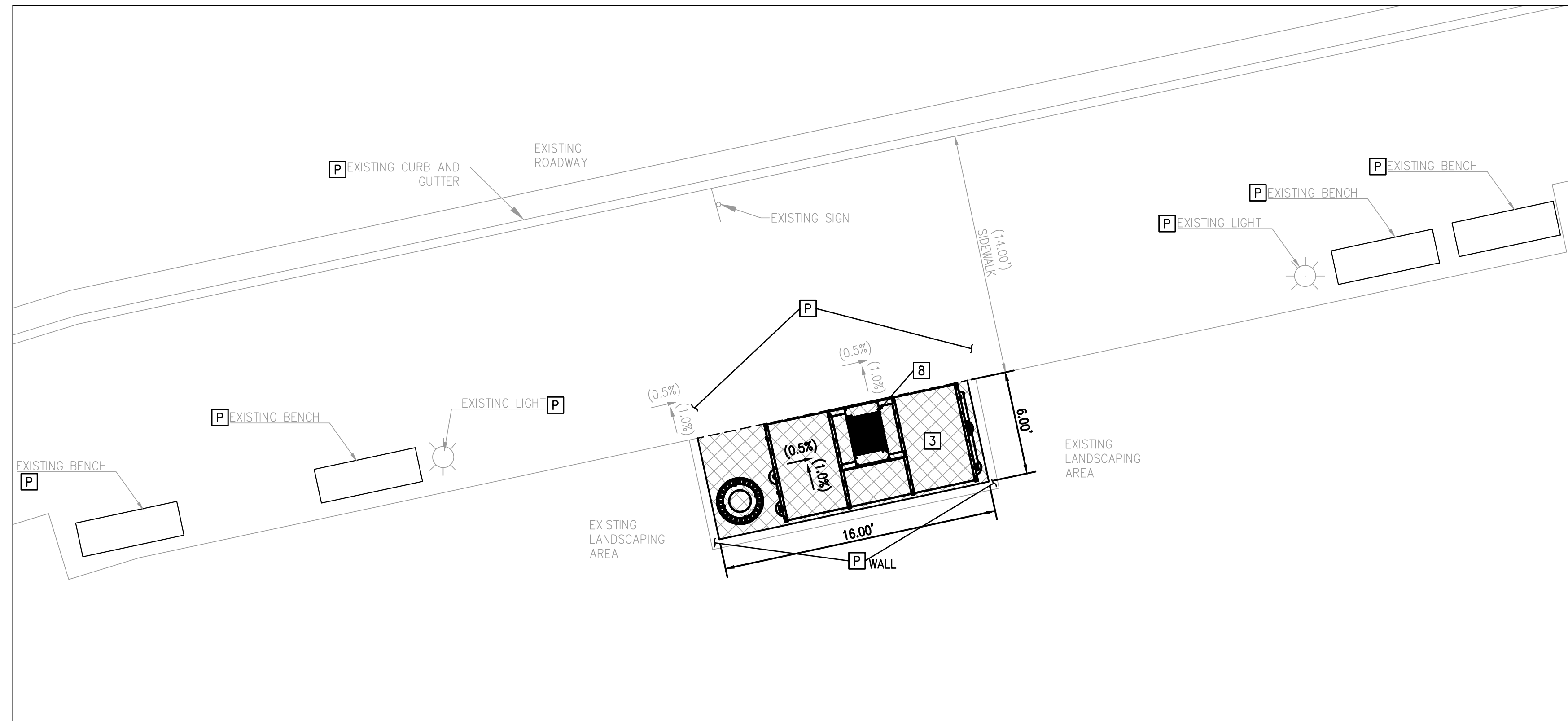
LMC Transit Stop Improvements

2700 E Leland Rd, Pittsburg, CA 94665

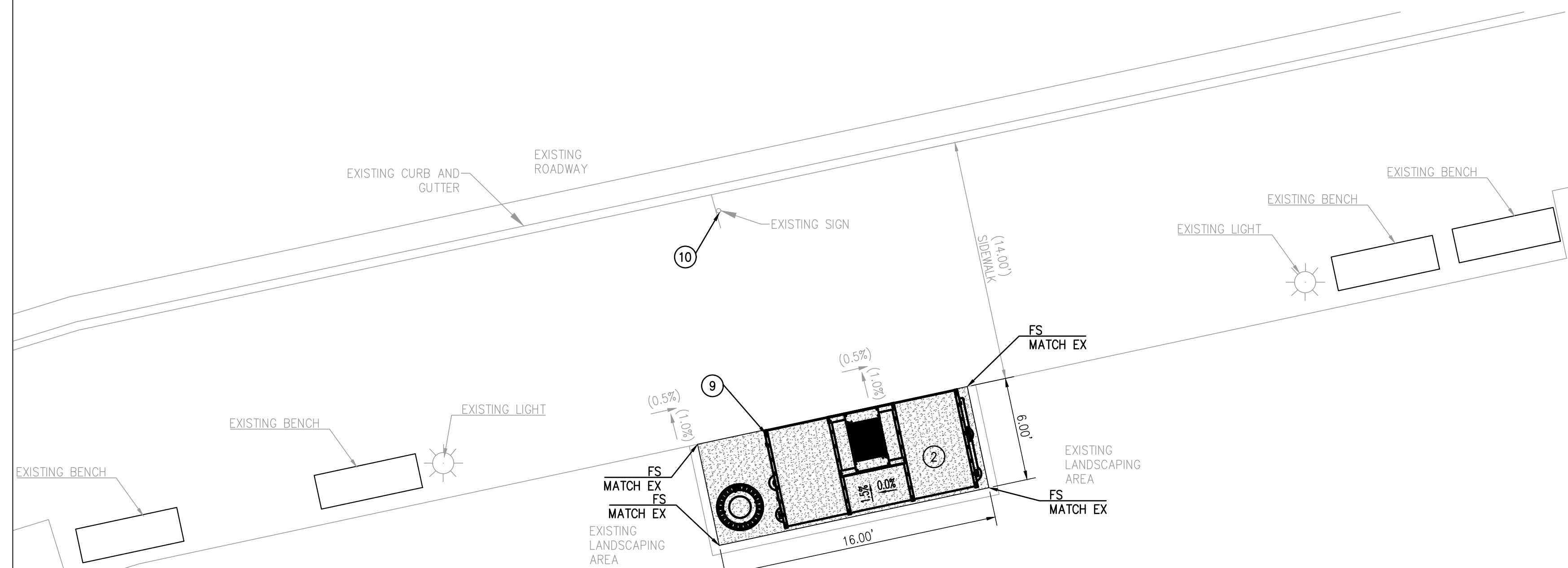
DEMO, SITE, AND GRADING PLAN ENLARGEMENT E

JOB #:	
DESIGN BY:	SAG
DRAWN BY:	SAG
CHECKED BY:	JMS
DATE:	06/28/2024
SCALE:	AS SHOWN ON SHEET
SHEET:	C-104





ENLARGEMENT F
DEMOLITION PLAN
1"=5'



ENLARGEMENT F
SITE AND GRADING PLAN
1"=5'

DEMOLITION NOTES

- P PROTECT IN PLACE ITEM PER PLAN.
- 1 SAWCUT EXISTING AC PAVEMENT AND/OR SIDEWALK AND CONFORM TO EXISTING. VACUUM TO REMOVE WASTE SLURRY.
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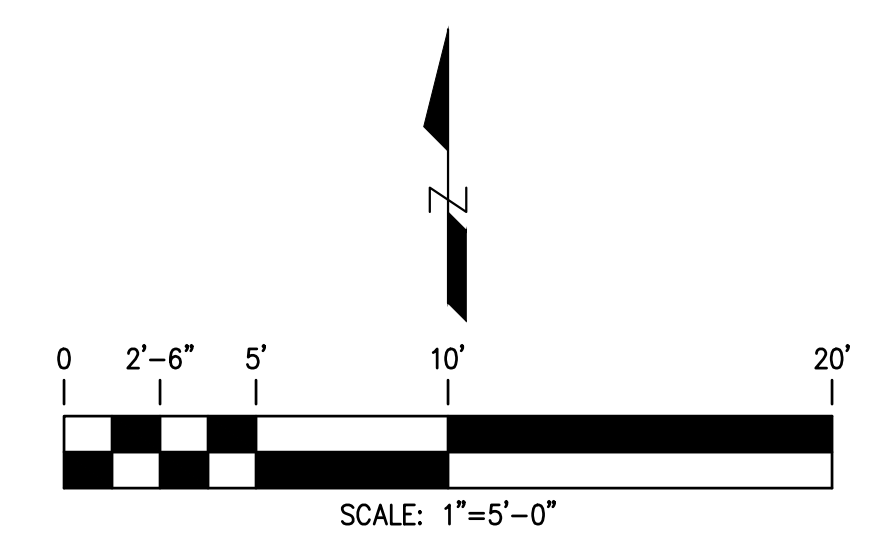
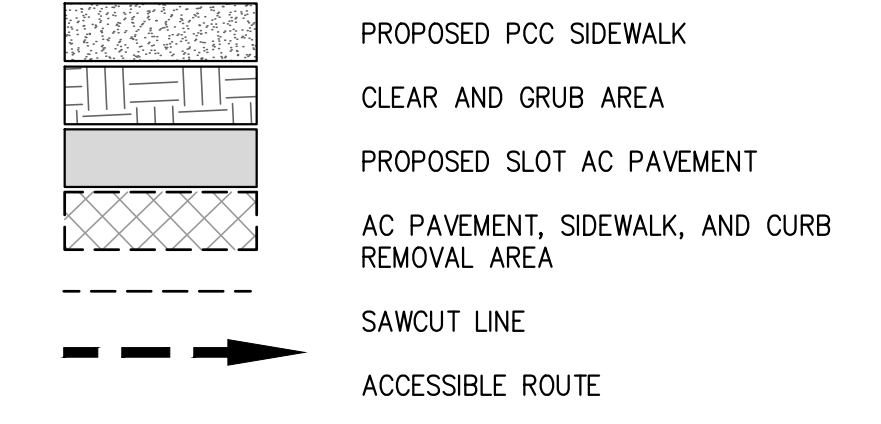
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- 3 CONSTRUCT ACCESSIBLE SYMBOL PER DETAIL 1 ON SHEET C-202 PER CALIFORNIA BUILDING CODE 11B-502.
- 4 REPAINT STRIPING IN KIND.

LEGEND



SEAL/SIGNATURE
DESIGN CONSULTANT
APPROVAL STAMP

NO.	DATE	BY	DESCRIPTION
1	06/28/2024		PSA SUBMITTAL
2	08/07/2024		PSA IN TAKE SUBMITTAL 2

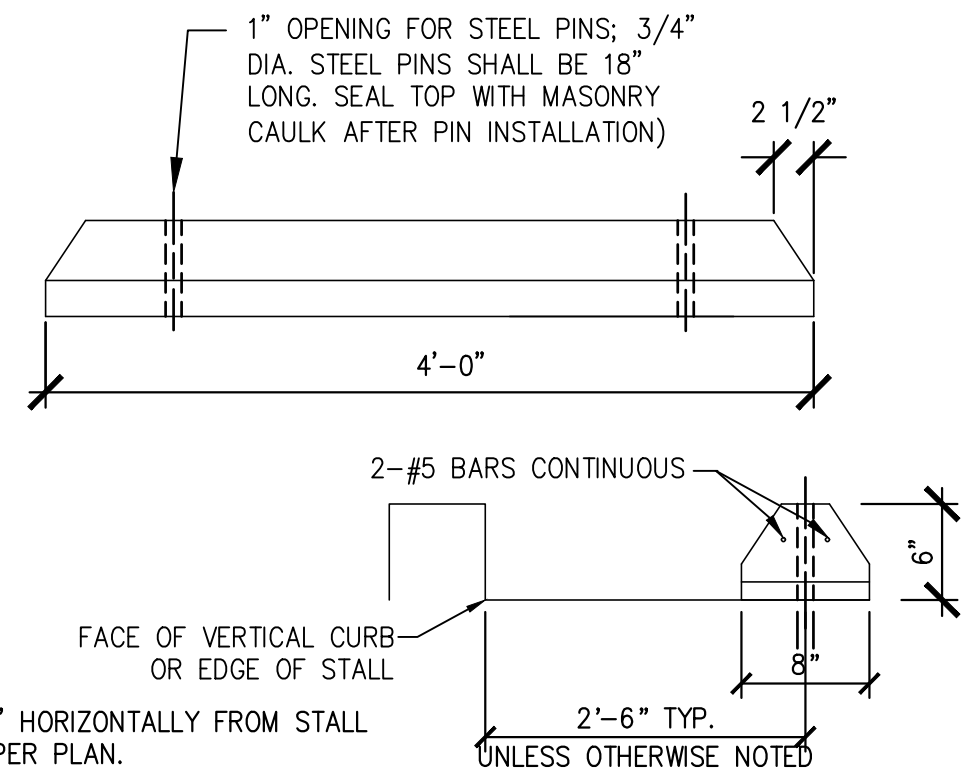
LMC Transit Stop Improvements
2700 E Leland Rd, Pittsburg, CA 94665
DEMO, SITE, AND GRADING PLAN ENLARGEMENT F

JOB #:	
DESIGN BY:	SAG
DRAWN BY:	SAG
CHECKED BY:	JMS
DATE:	06/28/2024
SCALE:	AS SHOWN ON SHEET
SHEET:	C-105

CLIENT

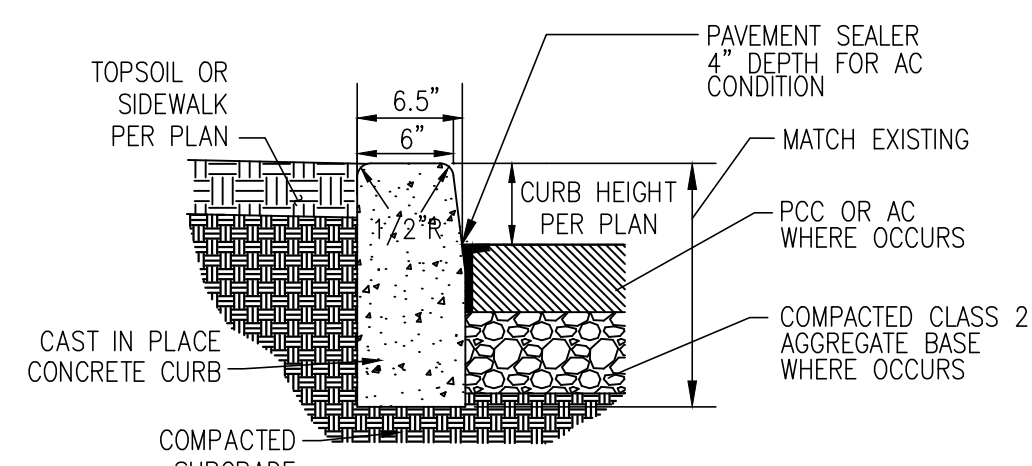
TRI DELTA TRANSIT
801 WILBUR AVE, ANTIOCH, CALIFORNIA





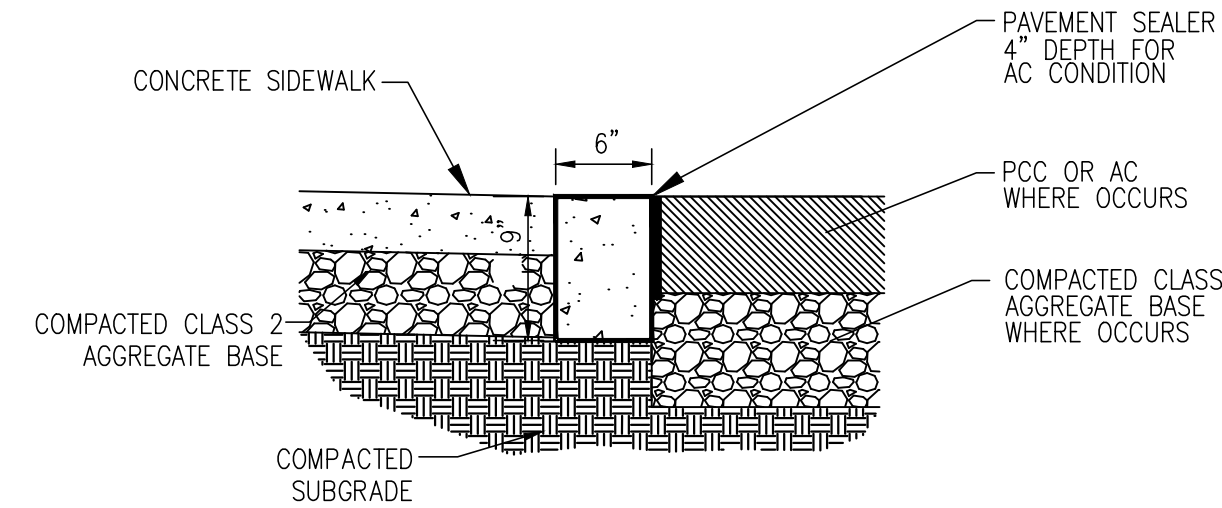
1 4' LONG WHEELSTOP

SCALE: NONE



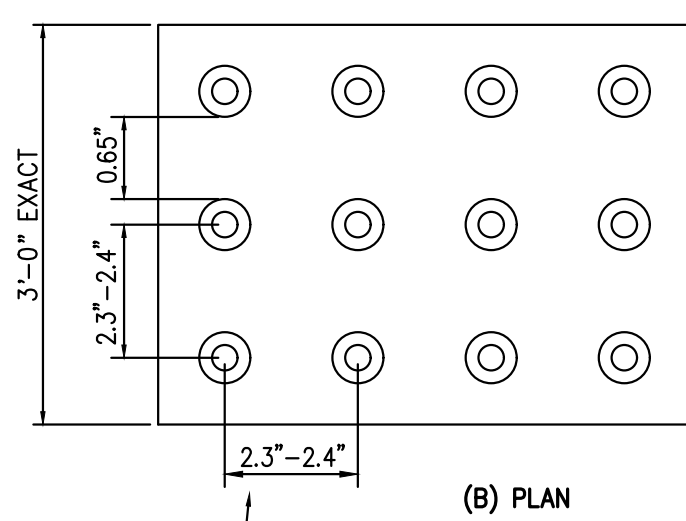
2 CONCRETE CURB

SCALE: NONE



3 FLUSH CURB

SCALE: NONE



USE DETECTABLE WARNING SYSTEMS (ALERTILE ON EXISTING CONCRETE OR ALERTICAST ON NEW CONCRETE, OR APPROVED EQUAL) PER MANUFACTURER'S SPECIFICATIONS.

top diameter of 0.45"-0.47"

base diameter of 0.9"-0.92"

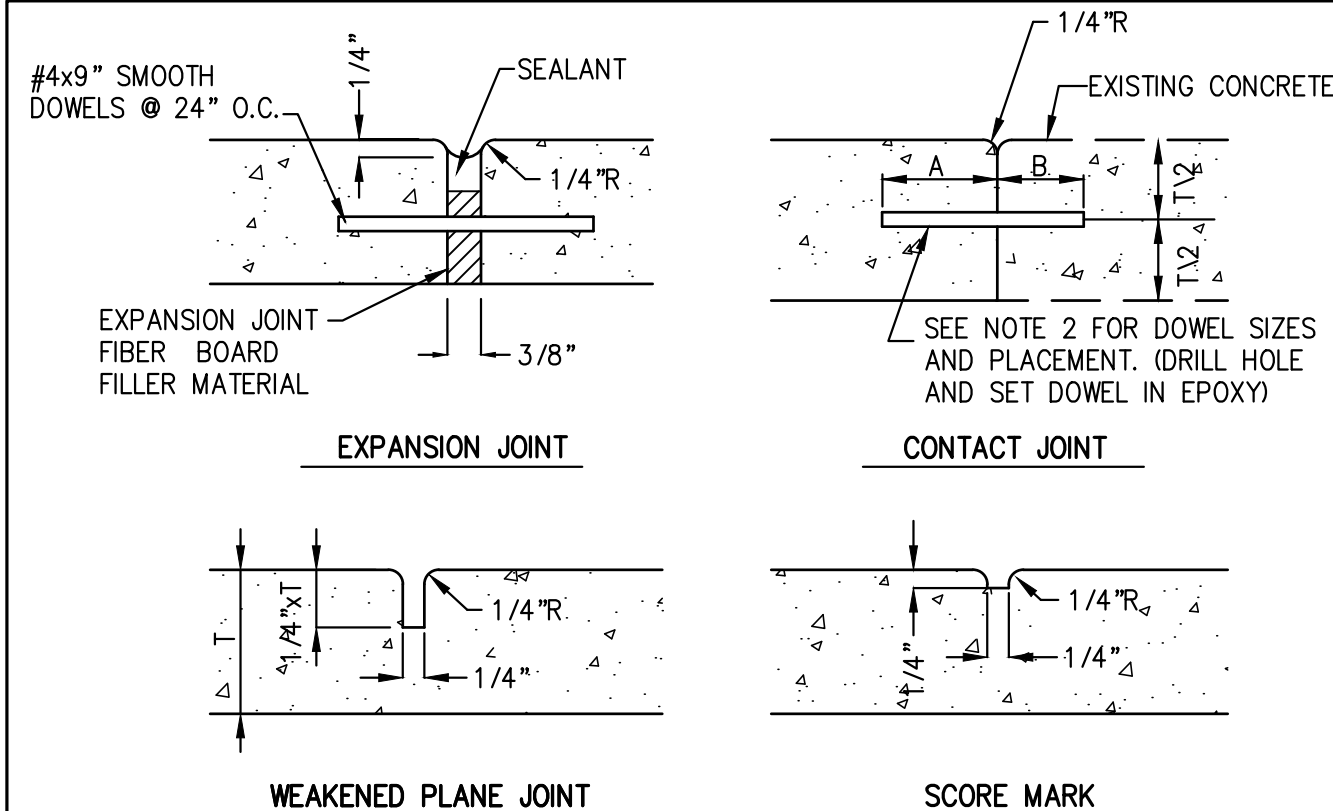
0.2" MIN.

WHERE INSTALLED IN A RADIAL PATTERN, TRUNCATED DOMES SHALL HAVE A CENTER-TO-CENTER SPACING OF 1.6" MIN TO 2.4" MAX

- DETECTABLE WARNINGS:**
- HAZARDOUS VEHICULAR AREAS.** DETECTABLE WARNINGS AT HAZARDOUS VEHICULAR AREAS SHALL BE 36 INCHES IN WIDTH.
 - ONLY APPROVED DSA-AC DETECTABLE WARNING PRODUCTS** AND DIRECTIONAL SURFACES SHALL BE INSTALLED AS PROVIDED IN THE CALIFORNIA CODE OF REGULATION (CCR), TITLE 24, PART 1, CHAPTER 5, ARTICLES 2.3, & 4. REFER TO CCR TITLE 24, PART 12, CHAPTER 11B, SECTION 12 11B.205 FOR BUILDING AND FACILITY ACCESS SPECIFICATIONS FOR PRODUCT APPROVAL FOR DETECTABLE WARNING PRODUCTS AND DIRECTIONAL SURFACES.
 - COLOR AND CONTRAST.** THE MATERIAL USED TO PROVIDE VISUAL CONTRAST SHALL BE AN INTEGRAL PART OF THE SURFACE. WARNING SURFACES SHALL BE YELLOW AND APPROXIMATE FS 33538 OF FEDERAL STANDARD 595C OR SHALL PROVIDE A 70 PERCENT MINIMUM VISUAL CONTRAST WITH ADJACENT WALKING SURFACES. (HAZARDOUS VEHICULAR AREAS SHALL ONLY ALLOW YELLOW, LISTED ABOVE)

4 TRUNCATED DOMES / DETECTABLE WARNINGS

SCALE: NONE

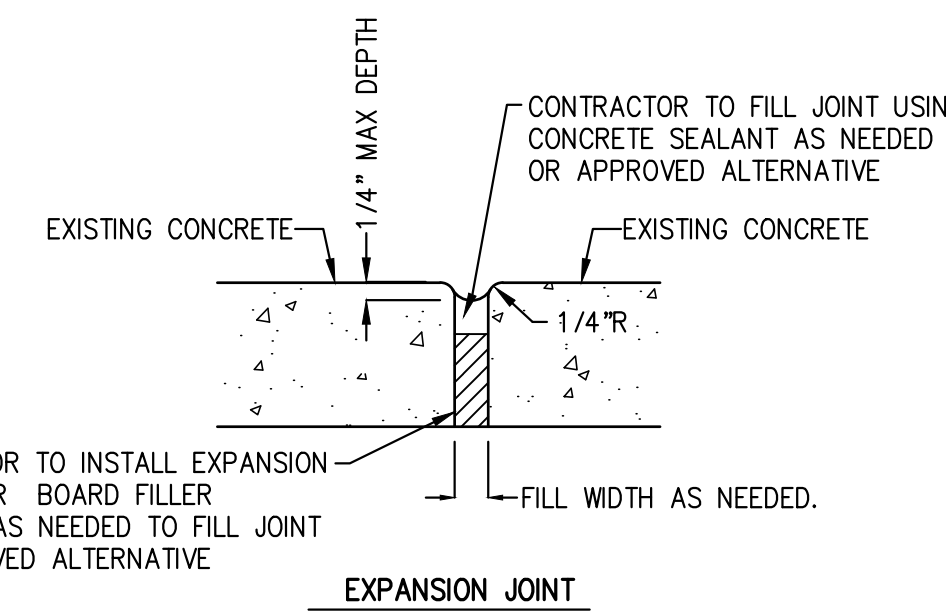


7 TYPICAL CONCRETE DETAILS

- NOTES:
- ALTERNATE EXPANSION JOINT AND WEAKENED PLANE JOINT. SPACING SHOULD MATCH EXISTING NUMBER OF PANELS AND APPROXIMATE SIZE. JOINTS SHALL BE EVENLY SPACED.
 - CONTACT JOINT FOR PEDESTRIAN SIDEWALK: A = 4" AND B = 3", USE #4X7" DOWELS @ 24" O.C. CONTACT JOINT FOR VEHICULAR CONCRETE: A = 9" AND B = 9", USE #4X18" DOWELS @ 12" O.C.

7 TYPICAL CONCRETE DETAILS

SCALE: NONE



NOTES:

- NOTE: CONTRACTOR SHALL FILL NONCOMPLIANT GAPS IN ACCESSIBLE ROUTE IDENTIFIED.

7 EXPANSION JOINT AT EXISTING CONCRETE

SCALE: NONE

DESIGN CONSULTANT

DESIGN CONSULTANT

APPROVAL STAMP

NO.	DATE	BY	REVISION
1	06/28/2024	SAG	DSA IN/AC SUBMITTAL
2	08/07/2024	SAG	DSA IN/AC SUBMITTAL 2

LMC Transit Stop Improvements

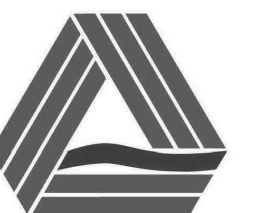
2700 E Leland Rd, Pittsburg, CA 94565

DETAILS

JOB #	
DESIGN BY:	SAG
DRAWN BY:	SAG
CHECKED BY:	JMS
DATE:	06/28/2024
SCALE:	AS SHOWN ON SHEET
SHEET:	

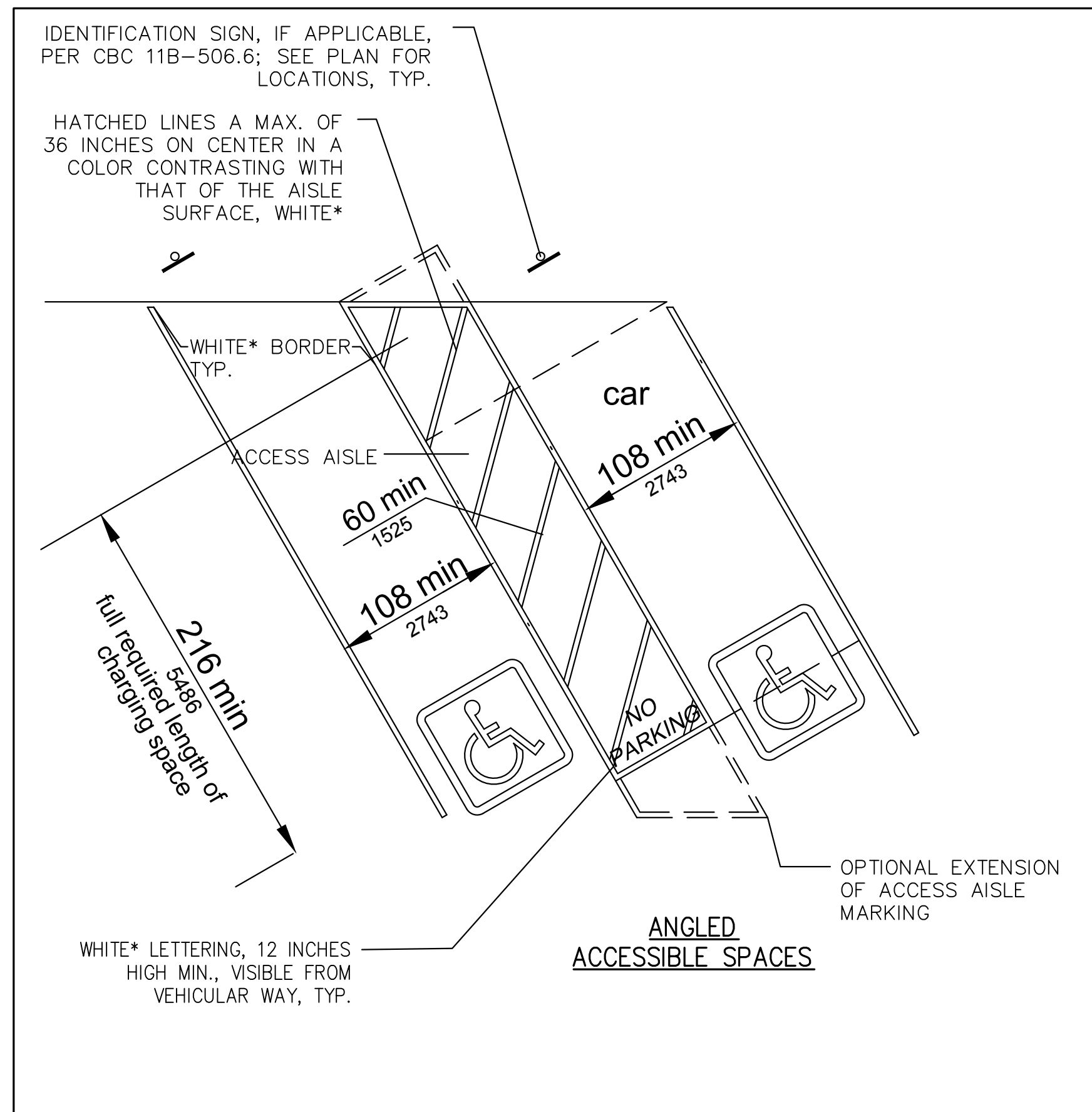
C-201

CLIENT



TRI DELTA TRANSIT

TRI DELTA TRANSIT
801 WILBUR AVE, ANTIOCH,
CALIFORNIA



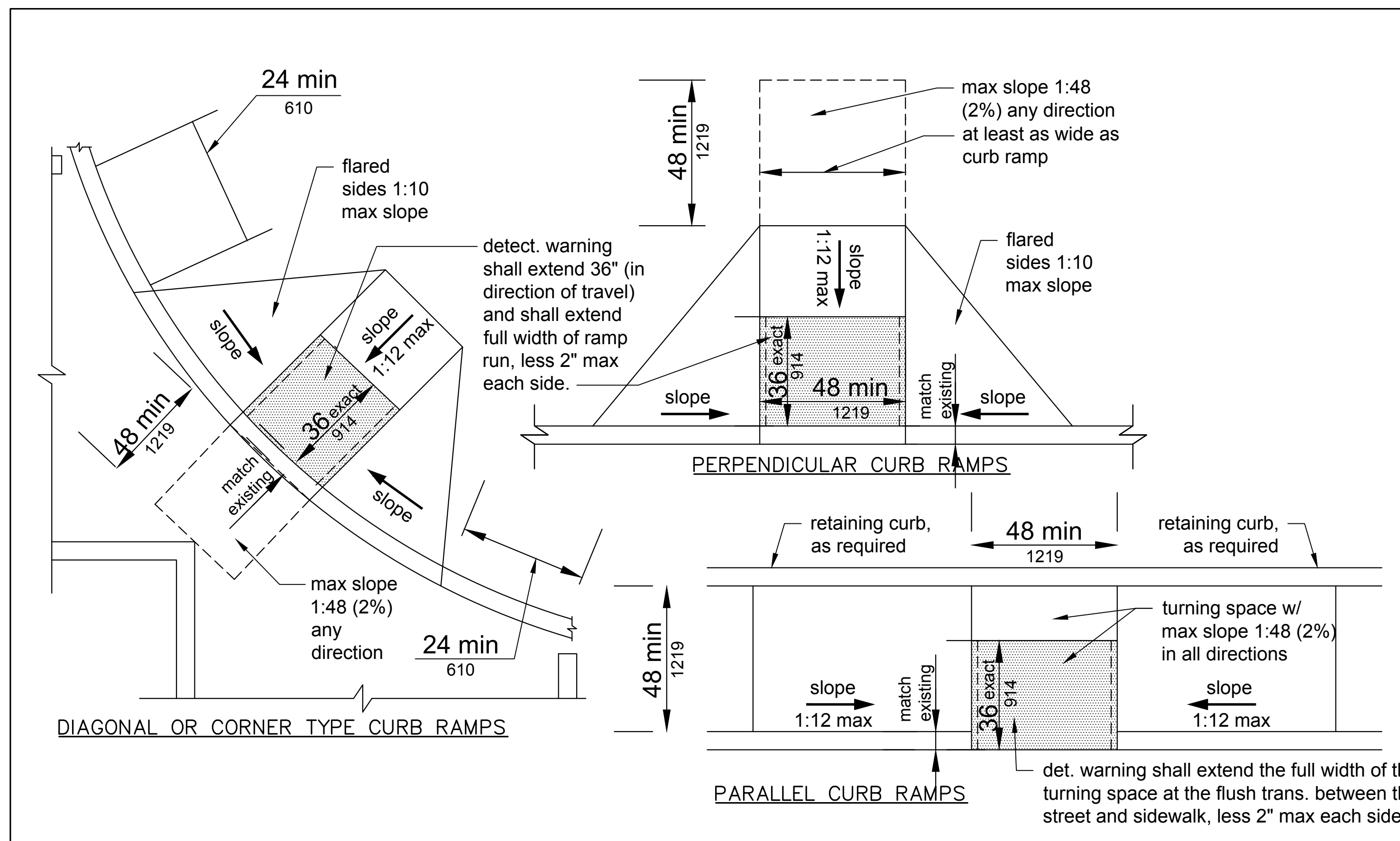
1. **WHERE SPACES** ARE MARKED WITH LINES, WIDTH MEASUREMENTS OF SPACES AND ACCESS AISLES SHALL BE MADE FROM THE CENTERLINE OF THE MARKINGS.
EXCEPTION: WHERE SPACES OR ACCESS AISLES ARE NOT ADJACENT TO ANOTHER SPACE OR ACCESS AISLE, MEASUREMENTS SHALL BE PERMITTED TO INCLUDE THE FULL WIDTH OF THE LINE DEFINING THE SPACE OR ACCESS AISLE.
2. **ACCESS AISLES** SERVING SPACES SHALL ADJOIN AN ACCESSIBLE ROUTE. TWO SPACES SHALL BE PERMITTED TO SHARE A COMMON ACCESS AISLE.
3. **ACCESS AISLES** SHALL BE MARKED SO AS TO DISCOURAGE PARKING IN THEM.
4. **ACCESS AISLES** SHALL NOT OVERLAP THE VEHICULAR WAY. ACCESS AISLES SHALL BE PERMITTED TO BE PLACED ON EITHER SIDE OF THE SPACE EXCEPT FOR VAN SPACES WHICH SHALL HAVE ACCESS AISLES LOCATED ON THE PASSENGER SIDE OF THE SPACES.
5. **GROUND SURFACES** SHALL BE STABLE, FIRM AND SLIP RESISTANT. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE SPACES THEY SERVE. CHANGES IN LEVEL ARE NOT PERMITTED. SLOPES SHALL NOT BE GREATER THAN 1:48.
6. **SPACES** ACCESS AISLES AND VEHICULAR ROUTES SERVING THEM SHALL PROVIDE A VERTICAL CLEARANCE OF 98 INCHES MINIMUM.
7. **ACCESSIBLE SPACE IDENTIFICATION SIGNS** SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. SIGNS SHALL BE 60 INCHES MIN. ABOVE THE FINISH FLOOR OR GROUND SURFACE MEASURED TO THE BOTTOM OF THE SIGN. SIGNS LOCATED WITHIN A CIRCULATION PATH SHALL BE A MINIMUM OF 80 INCHES ABOVE THE FINISH FLOOR OR GROUND SURFACE MEASURED TO THE BOTTOM OF THE SIGN. SIGNS SHALL BE VISIBLE FROM EACH ACCESSIBLE SPACE, AND SHALL BE PERMANENTLY POSTED EITHER IMMEDIATELY ADJACENT TO THE SPACE OR WITHIN THE PROJECTED SPACE WIDTH AT THE HEAD END OF THE SPACE. SIGNS MAY ALSO BE PERMANENTLY POSTED ON A WALL AT THE INTERIOR END OF THE SPACE.
8. **ACCESSIBLE SPACES AND ACCESS AISLES** SHALL BE DESIGNED SO THAT CARS AND VANS, WHEN PARKED CANNOT OBSTRUCT THE REQUIRED CLEAR WIDTH OF ADJACENT ACCESSIBLE ROUTES.

*WHITE OR A COLOR THAT SHALL CONTRAST WITH THAT OF THE PAVEMENT SURFACE (CBC 11B-502.3.3); 4" WIDTH, 2 COATS.

1 ACCESSIBLE STALLS
SCALE: NONE

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS (SUCH AS DIMENSIONS, GROUND ELEVATIONS, AND SLOPES) PRIOR TO ORDERING OR FABRICATING MATERIALS, OR CONSTRUCTING PROPOSED IMPROVEMENTS.
2. ALL FACILITIES ARE NEW UNLESS NOTED OR DEPICTED AS EXISTING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND MAINTAINING ALL WARNING SIGNS, DEVICES, AND FEATURES NECESSARY TO PROTECT THE HEALTH AND SAFETY OF THE GENERAL PUBLIC AND WORKERS DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR THE PROPER AND SAFE ROUTING OF VEHICULAR TRAFFIC DURING THE PERFORMANCE OF WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS APPLICABLE TO ALL WORK PERFORMED UNDER THE CONTRACT.
5. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT BE COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE LOCATION OF UTILITIES AS REQUIRED TO PERFORM THE CONTRACT WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY UTILITIES DISCOVERED DURING THE WORK, WHICH ARE NOT SHOWN ON THE PLANS. ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES SHALL BE PROTECTED FROM CONSTRUCTION EQUIPMENT AND OPERATIONS. THE CONTRACTOR OR ANY SUBCONTRACTOR IS REQUIRED TO NOTIFY THE UNDERGROUND SERVICE ALERT 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION BY CALLING 811 OR FOLLOWING THE INSTRUCTIONS AT WWW.CONTACT811.ORG.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS. MONUMENTS AND SURVEY MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY A LICENSED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD PLANS FOR ALL WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH PLANS SHALL RECORD THE LOCATION AND GRADE OF ALL IMPROVEMENTS AND FILLS THAT ARE CONSTRUCTED AND COPIES OF THE PLANS SHALL BE DELIVERED TO THE ENGINEER PRIOR TO THE ACCEPTANCE OF THE WORK AS INDICATED IN THE SPECIFICATIONS.
8. ALL FACILITIES MAY NOT BE SHOWN ON PLANS. THE CONTRACTOR SHALL SATISFY THEMSELVES TO THE LOCATION OF EXISTING FACILITIES THAT MAY BE AFFECTED BY CONSTRUCTION.



- NOTES:
1. **CURB RAMPS AND THE FLARED SIDES** OF CURB RAMPS SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES, PARKING SPACES, OR PARKING ACCESS AISLES. CURB RAMPS AT MARKED CROSSINGS SHALL BE WHOLLY CONTAINED WITHIN THE MARKINGS, EXCLUDING ANY FLARED SIDES.
 2. **DIAGONAL OR CORNER TYPE CURB RAMPS** WITH RETURNED CURBS OR OTHER WELL-DEFINED EDGES SHALL HAVE THE EDGES PARALLEL TO THE DIRECTION OF PEDESTRIAN FLOW. THE BOTTOM OF DIAGONAL CURB RAMPS SHALL HAVE A CLEAR SPACE 48" MINIMUM OUTSIDE ACTIVE TRAFFIC LANES OF THE ROADWAY. DIAGONAL CURB RAMPS PROVIDED AT MARKED CROSSINGS SHALL PROVIDE THE 48" MINIMUM CLEAR SPACE WITHIN THE MARKINGS. DIAGONAL CURB RAMPS WITH FLARED SIDES SHALL HAVE A SEGMENT OF CURB 24" LONG MINIMUM LOCATED ON EACH SIDE OF THE CURB RAMP AND WITHIN THE MARKED CROSSING.
 3. **COUNTER SLOPES OF ADJOINING GUTTERS** AND ROAD SURFACES IMMEDIATELY ADJACENT TO AND WITHIN 24" OF THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20 THE ADJACENT SURFACES AT TRANSITIONS AT CURB RAMPS TO WALKS, GUTTERS, AND STREETS SHALL BE AT THE SAME LEVEL.
 4. **CURB RAMPS FLARES** SHALL NOT BE STEEPER THAN 1:10
 5. **LANDINGS** SHALL BE PROVIDED AT THE TOPS OF CURB RAMPS. THE LANDING CLEAR LENGTH SHALL BE 48" MINIMUM. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE CURB RAMP, EXCLUDING FLARED SIDES LEADING TO THE LANDING. THE SLOPE OF THE LANDING IN ALL DIRECTION SHALL BE 1:48 MAXIMUM.
 6. **GRADE BREAKS** AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
 7. **CROSS SLOPES** SHALL NOT EXCEED 1:48 (2%)
 8. *** ISLANDS OR CUT-THROUGH MEDIANS EXCEPTION** DETECTABLE WARNINGS SHALL BE 24 INCHES MIN. IN DEPTH AT PEDESTRIAN ISLANDS OR CUT-THROUGH MEDIANS THAT ARE LESS THAN 96 INCHES IN LENGTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.

2 CURB RAMPS
SCALE: NONE



Stantec
801 S. Figueroa Street, Suite 300
Los Angeles, CA 90017
Stantec Project No: 2014323701

DESIGN CONSULTANT

APPROVAL STAMP

NO.	DATE	BY	SUBMITTAL
1	06/28/2024		PSA SUBMITTAL
2	08/07/2024		PSA INFACE SUBMITTAL 2

LMC Transit Stop Improvements
2700 E Leland Rd., Pittsburg, CA 94665
DETAILS

JOB #:
DESIGN BY: SAG
DRAWN BY: SAG
CHECKED BY: JMS
DATE: 06/28/2024
SCALE: AS SHOWN ON SHEET
SHEET: C-202

CLIENT
TRI DELTA TRANSIT
TRI DELTA TRANSIT
801 WILBUR AVE, ANTIPOCH, CALIFORNIA

GENERAL

- ALL WORK AND MATERIALS SHALL CONFORM TO 2022 CALIFORNIA BUILDING CODE AND THE CITY OF PITTSBURG MUNICIPAL CODE AND ORDINANCES
- THE STRUCTURAL DRAWING SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND ALL OTHER DRAWINGS RELATED TO THE WORK.
- ALL CONTRACTORS SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
- EMBEDDED ITEMS SUCH AS PIPES, INSERTS, SLEEVES AND CONDUITS, AND ANY RECESSES OR OPENINGS REQUIRED FOR UTILITY, ARCHITECTURAL, MECHANICAL AND ELECTRICAL INSTALLATIONS ARE NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR TO REFER TO THE UTILITY, ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR THE LOCATIONS AND DETAILS OF THESE ITEMS.
- NO PIPES OR SLEEVES FOR MECHANICAL, ELECTRICAL OR PLUMBING TRADES SHALL PASS THROUGH STRUCTURAL MEMBERS, UNLESS SHOWN ON STRUCTURAL DRAWINGS, WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER.
- SEWER AND UTILITY LINES ARE NOT INDICATED ON STRUCTURAL DRAWINGS FOR THEIR LOCATION, PROFILE AND DETAILS. THE CONTRACTOR MUST CO-ORDINATE SEWER AND UTILITY LINES WITH FOUNDATIONS SHOWN ON STRUCTURAL DRAWINGS. ANY INTERFERENCE BETWEEN SEWER AND UTILITY LINES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING FURTHER WITH THE CONSTRUCTION.
- SEE ARCHITECTURAL, ELECTRICAL AND MECHANICAL DRAWINGS FOR ROOF AND WALL OPENINGS, SLAB DEPRESSIONS, PITS, TRENCHES ETC. NOT SHOWN ON THE STRUCTURAL DRAWINGS.

FOUNDATION

- THE FOUNDATION DESIGN SHALL BE BASED ON 2022 CBC TABLE 1806.2, 1500 PSF.
- PRIOR TO EXCAVATION AN INITIAL INSPECTION SHALL BE CALLED AT WHICH TIME SEQUENCE OF SHORING, PROTECTION FENCES AND DUST AND TRAFFIC CONTROL WILL BE SCHEDULED.
- THERE IS AN EXCAVATION OF A GREATER DEPTH THAN THE WALLS OR FOUNDATION OF AN ADJOINING BUILDING OR STRUCTURE AND LOCATED CLOSER TO THE PROPERTY LINE THAN THE DEPTH OF THE EXCAVATION. THE OWNER SHALL PROVIDE THE DEPTMENT OF BUILDING AND SAFETY WITH EVIDENCE THAT THE ADJACENT PROPERTY OWNER OR HAVE BEEN GIVEN 1 30-DAY WRITTEN NOTICE BY CERTIFIED MAIL OF SUCH INTENT TO MAKE AN EXCAVATION PRIOR TO THE ISSUANCE OF THE PERMIT. THIS NOTICE SHALL STATE THE DEPTH OF SUCH EXCAVATION AND WHEN IT WILL COMMENCE.
- FOUNDATION EXCAVATIONS SHALL BE INSPECTED AND APPROVED BY THE GEOTECHNICAL CONSULTANT PRIOR TO PLACEMENT OF STEEL OR CONCRETE.
- ALL MAN-MADE FILL SHALL BE COMPACTED TO A MINIMUM OF 90 PERCENT OF THE MAX. DRY DENSITY OF THE FILL MATERIAL PER THE LATEST VERSION OF ASTM 1557.
- ALL FILL SLOPES SHALL BE NO STEEPER THAN 2:1.
- ALL TEMPORARY EXCAVATION SHALL BE DONE ACCORDING TO THE SOILS REPORT AND THE CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS FOR APPROVAL.
- INSTALLATION OF SHORING, UNDERPINNING AND OR SLOT CUTTING EXCAVATIONS SHALL BE PERFORMED UNDER THE PERIODIC INSPECTION AND APPROVAL OF THE SOILS ENGINEER

ANCHOR BOLT & SILL PLATE

- ANCHOR BOLTS SHALL BE 5/8"X12" LONG W/7" MIN. EMD. 1 3/4" MIN. EDGE DISTANCE, AND TWO BOLTS PER PIECE WITH ONE BOLT LOCATED NOT MORE THAN 12" OR LESS THAN SEVEN BOLT DIAMETERS FROM EACH END OF THE PIECE.
- PLATE WASHERS A MIN 3"x3"x0.229" THK. SHALL BE USED ON EACH BOLT.
- ALL FOUNDATION SILLS SHALL BE NATURALLY DURABLE OR PRESERVATIVE-TREATED.

REINFORCING STEEL

- REINFORCING STEEL SHALL BE DEFORMED STEEL CONFORMING TO THE REQUIREMENTS OF ASTM A615, GRADE 40 FOR STIRRUPS, TIES AND ALL BARS #4 AND SMALLER (GRADE 60 OPTIONAL), GRADE 60 FOR ALL OTHERS.
- REINFORCING BARS SHALL BE SPLICED AS SHOWN ON DRAWINGS. ANY ADDITIONAL SPLICING SHALL REQUIRE APPROVAL FROM THE ENGINEER. MINIMUM SPLICE IS 36 DIAMETER (IN COMPRESSION) UNLESS NOTED OTHERWISE AND IN TENSION AS NOTED ON STRUCTURAL DRAWINGS. EMBEDMENT AND HOOK LENGTHS SHALL BE PER ACI.
- REINFORCING STEEL EXCEPT FOR STIRRUPS AND TIES SHALL HAVE A MINIMUM PROTECTIVE COVERING OF CONCRETE AS FOLLOWS:
A) CONCRETE PLACED DIRECTLY AGAINST EARTH 3"
B) CONCRETE PLACED AGAINST FORMS BUT EXPOSED TO EARTH OR WEATHER: BARS LARGER THAN #5 2"
#5 BARS AND SMALLER 1 1/2"
C) CONCRETE PLACED AGAINST FORMS BUT NOT EXPOSED DIRECTLY TO EARTH OR WEATHER: SLABS AND WALLS 1"
ALL OTHERS AS PER ACI 318-95
- ALL BARS SHALL BE CLEAN OF RUSTS. GREASE AND OTHER MATERIALS LIKELY TO IMPAIR BOND. ALL BENDS SHALL BE MADE COLD.

STRUCTURAL STEEL AND WELDING

- STRUCTURAL STEEL SHALL CONFORM TO ASTM A992, GRADE 50, AND WELDING ELECTRODE TO BE F7XX-EXXX OR F7XX-EXX-XX, UNLESS NOTED OTHERWISE.
- ALL STEEL PIPES SHALL BE STANDARD WEIGHT AND CONFORM TO ASTM A53 GRADE B, SCHEDULE 40 UNLESS NOTED OTHERWISE.
- STRUCTURAL TUBING SHALL CONFORM TO ASTM A501, GRADE B, Fy = 46 ksi.
- MACHINE BOLTS SHALL CONFORM TO ASTM A307. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A325(FRICTION TYPE).
- ALL CONNECTIONS SHALL BE MADE WITH 3/4" DIAMETER HIGH STRENGTH BOLTS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- ALL ANCHOR BOLTS SHALL CONFORM TO ASTM A307 UNLESS NOTED OTHERWISE.
- ALL STEEL SHALL BE FABRICATED AND ERRECTED IN ACCORDANCE WITH THE AISC STEEL CONSTRUCTION MANUAL (NINTH EDITION), BY A FABRICATOR EMPLOYING LICENSED WELDERS CERTIFIED BY CITY OF LYWOOD DEPT. OF BUILDING & SAFETY.
- FABRICATION OF STRUCTURAL STEEL SHALL BE BY AN APPROVED FABRICATOR OR FABRICATION SHALL BE CONTINUOUSLY INSPECTED BY A REGISTERED SPECIAL INSPECTOR.
- CONTINUOUS INSPECTION IS REQUIRED FOR THE INSTALLATION OF ALL HIGH STRENGTH BOLTS.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION.
- ALL STRUCTURAL STEEL EXCEPT THAT EMBEDDED IN CONCRETE, GROUT OR FIREPROOFING SHALL HAVE A SHOP COAT OF APPROVED PAINT.
- CONTRACTOR SHALL PROVIDE SHIMS WHERE REQUIRED.
- WELD LENGTHS SHOW ARE EFFECTIVE LENGTH PER CODE. WHERE LENGTHS ARE NOT SHOWN, THE WELD SHALL BE FULL LENGTH OF JOINT.
- ALL WELDINGS SHALL CONFORM TO LATEST EDITION OF AWS D1.1.
- SHOP WELDS MUST BE PERFORMED IN A CITY OF PITTSBURG BUILDING DEPARTMENT LICENSED FABRICATOR'S SHOP.
- FIELD WELDING TO BE DONE BY WELDERS MUST BE CERTIFIED BY THE COUNTY OF LOS ANGELES BUILDING DEPARTMENT FOR (STRUCTURAL STEEL) (REINFORCING STEEL) (LIGHT GAGE STEEL). CONTINUOUS INSPECTION BY A DEPUTY INSPECTOR IS REQUIRED.
- ALL WELDERS SHALL BE COUNTY OF LOS ANGELES CERTIFIED.

CONCRETE

- UNLESS NOTED OTHERWISE ON THE DRAWINGS OR SPECIFICATIONS, ALL STRUCTURAL CONCRETE SHALL BE HARD ROCK - 145 LBS/CFT AND SHALL HAVE THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS:
- FOOTINGS AND SLAB ON GRADEfc = 3000 psi
GRADE BEAMS AND THE CAISSONSfc = 3000 PSI
STRUCTURAL SLABS, COLUMNS, BEAMS, WALLS AND RETAINING WALLS.....fc = 4000 PSI
CONCRETE TOPPING ON METAL DECK -TYP (U. N.O.).....fc = 3000 PSI
PRE-CAST SHEAR WALLSfc = 4000 PSI
ALL OTHERS (U.N.O.).....fc = 3000 PSI
- MIXING AND PLACING OF ALL CONCRETE AND SELECTION OF MATERIALS SHALL BE IN ACCORDANCE WITH THE U.B.C. (CALIFORNIA BLDG CODE) AND ACI STANDARDS. CEMENT SHALL BE TYPE V CONFORMING TO ASTM C150. WATER FOR MIXING AND CURING SHALL BE FRESH CLEAN AND POTABLE. CONTINUOUS DEPUTY INSPECTION IS REQUIRED FOR ALL CONCRETE DESIGNED WITH FC GREATER THAN 3000 PSI.
- PROPORTIONS OF AGGREGATE TO CEMENT SHALL BE SUCH AS TO PRODUCE A DENSE WORKABLE MIX WHICH CAN BE PLACED WITHOUT SEGREGATION OR EXCESS FREE SURFACE WATER. REFER TO SPECIFICATIONS FOR AGGREGATES AND PROPORTIONS. MIX DESIGNS SHALL BE SUBMITTED THE ENGINEER FOR APPROVAL PRIOR TO USE.

ROOF AND FLOOR FRAMING NOTES

- ROOF DIAPHRAGM TO BE 15/32" PLYWOOD, PS 1-95 "CDX", UNBLOCKED WITH 10d COMMON NAILS @6/6/12 (PANEL INDEX 32/16).
- PROVIDE 10d @6" O.C. BOUNDARY NAILS AT THE PERIMETER OF BUILDING AND AT ALL UNIT DIVISION WALLS.
- PROVIDE 4X WIDTH OF POST OR EQUIVALENT MULTI STUD UNDER ALL BEAMS.
- "DBL" INDICATES 2-2X #2 SPIKED TOGETHER WITH 16d NAIL @9" O.C. STAGGERED WITH 3" MINIMUM EDGE DISTANCE AT THE ROOF AND FLOOR FRAMING.
- SEE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS.
- FLOOR DIAPHRAGM TO BE 19/32" PLYWOOD, PS 1-95 "CDX", UNBLOCKED WITH 10d COMMON NAILS @6/6/12 (PANEL INDEX 32/16).
- "DBL" INDICATES 2-2X #2 SPIKED TOGETHER WITH 16d NAIL @9" O.C. STAGGERED WITH 3" MINIMUM EDGE DISTANCE AT FLOOR FRAMING.
- PROVIDE "DBL" UNDER ALL PARALLEL PARTITION WALLS.

SPECIAL INSPECTIONS & FABRICATOR'S LICENSE

- CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION OF A WIND SEISMIC FORCE RESISTING SYSTEM/COMPONENT LISTED IN THE " STATEMENT OF SPECIAL INSPECTION" SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO CITY OF LYWOOD INSPECTORS AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON SUCH SYSTEM OR COMPONENT PER SEC 1706.1
- CONTINUOUS INSPECTION BY A DEPUTY INSPECTOR IS REQUIRED ON THE FOLLOWING:
A) CONCRETE: STRUCTURAL CONCRETE(fc > 2500 psi) AND REINFORCING.
B) FIELD WELDING:
C) HIGH-STRENGTH BOLT INSTALLATION AND TIGHTEN: INSPECT ALL BOLT TIGHTENING BEFORE ANY FIELD WELDING
D) MASONRY WHERE NOTED ON DRAWINGS.
E) EMBEDDED ANCHOR BOLTS AND STUDS
G) EXPANSION OR EPOXIED CONCRETE AND MASONRY ANCHORS.
- FIELD WELDING TO BE DONE BY WELDERS CERTIFIED BY COUNTY OF LOS ANGELES FOR (STRUCTURAL STEEL) (REINFORCING STEEL) (LIGHT GAGE STEEL). CONTINUOUS INSPECTION BY A DEPUTY INSPECTOR IS REQUIRED.
- SHOP WELD MUST BE PERFORMED IN COUNTY OF LOS ANGELES LICENSED FABRICATOR'S SHOP.
- PERIODIC SPECIAL INSPECTION IS REQUIRED FOR WOOD SHEAR WALLS, SHEAR PANELS, AND DIAPHRAGMS, INCLUDING NAILING, BOLTING, ANCHORING, AND OTHER FASTENING TO COMPONENTS OF THE SEISMIC FORCE RESISTING SYSTEM. SPECIAL INSPECTION BY A DEPUTY INSPECTOR IS NOT REQUIRED WHERE THE FASTENER SPACING OF THE SHEATHING IS MORE THAN 4 INCHES ON CENTER OR LESS.
- COUNTY OF LOS ANGELES BUILDING DEPT. LICENSED FABRICATOR IS REQUIRED FOR (GLULLAM) (TRUSSES) (STRUCTURAL STEEL)

CONTRACTOR RESPONSIBILITIES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE STRUCTURE DURING CONSTRUCTION AND SHALL PROVIDE ADEQUATE TEMPORARY SHORING, BRACING, AND GUYS DURING CONSTRUCTION PER CAL-OSHA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND BE RESOLVED BEFORE PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL VERIFY ALL THE DIMENSIONS FOR THE PROPER COORDINATION OF THE JOB.
- THE CONTRACTOR SHALL CALL FOR FIELD INSPECTIONS IF IT REQUIRES CLARIFICATIONS OR INFORMATION..

STRUCTURAL OBSERVATION

- STRUCTURAL OBSERVATION IS REQUIRED FOR THE STRUCTURAL SYSTEM IN ACCORDANCE WITH THE SECTION 1709 OF THE CALIFORNIA BUILDING CODE STRUCTURAL OBSERVATION IS THE VISUAL OBSERVATION AT THE CONSTRUCTION STAGES AND THE COMPLETE STRUCTURE FOR GENERAL CONFORMANCE TO THE APPROVED PLANS AND SPECIFICATIONS. STRUCTURAL OBSERVATION DOES NOT WAIVE THE RESPONSIBILITY FOR THE INSPECTIONS REQUIRED OF THE BUILDING INSPECTOR OR THE SPECIAL INSPECTOR.
- THE OWNER SHALL EMPLOY THE REGISTERED DESIGN PROFESSIONAL RESPONSIBLE FOR THE STRUCTURAL DESIGN, OR ANOTHER REGISTERED DESIGN PROFESSIONAL DESIGNATED BY THE REGISTERED DESIGN PROFESSIONAL RESPONSIBLE FOR THE STRUCTURAL DESIGN TO PERFORM STRUCTURAL OBSERVATIONS.
- THE OWNER OR OWNER'S REPRESENTATIVE SHALL COORDINATE AND CALL FOR A MEETING BETWEEN THE ENGINEER OR ARCHITECT RESPONSIBLE FOR THE STRUCTURAL DESIGN, STRUCTURAL OBSERVER, CONTRACTOR, AFFECTED SUBCONTRACTORS AND SPECIAL INSPECTORS. THE PURPOSE OF THE MEETING SHALL BE TO IDENTIFY THE MAJOR STRUCTURAL ELEMENTS AND CONNECTIONS THAT AFFECT THE VERTICAL AND LATERAL LOAD SYSTEMS OF THE STRUCTURE AND TO REVIEW SCHEDULING OF THE REQUIRED OBSERVATIONS. A RECORD OF THE MEETING SHALL BE INCLUDED IN THE FIRST OBSERVATION REPORT SUBMITTED TO THE BUILDING INSPECTOR.
- THE STRUCTURAL OBSERVER SHALL PREPARE A REPORT OF THE STRUCTURAL OBSERVATION REPORT FORM FOR EACH SIGNIFICANT STAGE OF CONSTRUCTION OBSERVED. THE ORIGINAL OF THE STRUCTURAL OBSERVATION REPORT SHALL BE SENT TO THE BUILDING INSPECTOR'S OFFICE AND SHALL BE SIGNED AND SEALED (WET STAMP) BY THE RESPONSIBLE STRUCTURAL OBSERVER. COPIES OF THE REPORT SHALL ALSO BE GIVEN TO THE OWNER, CONTRACTOR, AND DEPUTY INSPECTOR. ANY DEFICIENCY NOTED ON THE OBSERVATION REPORT WILL BECOME THE RESPONSIBILITY OF THE STRUCTURAL ENGINEER OF RECORD TO VERIFY ITS COMPLETION BY HIM (HER), OR BY A REGISTERED SPECIAL INSPECTOR AT THE DISCRETION OF THE STRUCTURAL OBSERVER.
- A FINAL OBSERVATION REPORT AND THAT OF THE REGISTERED SPECIAL INSPECTOR MUST BE SUBMITTED WHICH SHOWS THAT ALL OBSERVED DEFICIENCIES WERE RESOLVED AND STRUCTURAL SYSTEM GENERALLY CONFORMS WITH THE APPROVED PLANS AND SPECIFICATIONS.
- WHEN THE OWNER ELECTS TO CHANGE THE STRUCTURAL OBSERVER OF RECORD, THE OWNER SHALL:
a) NOTIFY THE BUILDING INSPECTOR IN WRITING BEFORE THE NEXT INSPECTION BY SUBMITTING COMPLETED "STRUCTURAL OBSERVATION PROGRAM AND DESIGNATION OF THE STRUCTURAL OBSERVER" FORM.
b) CALL AN ADDITIONAL PRECONSTRUCTION MEETING, AND
c) FURNISH THE REPLACEMENT STRUCTURAL OBSERVER WITH A COPY OF ALL PREVIOUS OBSERVATION REPORTS. THE REPLACEMENT STRUCTURAL OBSERVER SHALL APPROVE THE CORRECTION OF THE ORIGINAL OBSERVED DEFICIENCIES UNLESS OTHERWISE APPROVED BY BUILDING OFFICIAL.
- THE ENGINEER OR ARCHITECT OF RECORD SHALL DEVELOP ALL CHANGES RELATING TO THE STRUCTURAL SYSTEMS. THE BUILDING OFFICIAL SHALL REVIEW AND APPROVE ALL CHANGES TO THE APPROVED PLANS AND SPECIFICATIONS.
- THE USE OF ROLLED STEEL SECTIONS AND/OR BOLTS MANUFACTURED OUTSIDE THE UNITED STATES WILL REQUIRE VERIFICATION THAT THE PRODUCTS COMPLY WITH APPLICABLE ASTM STANDARDS. MILL CERTIFICATES WILL BE REQUIRED FOR ALL STEEL. STRUCTURAL STEEL GRADES NOT MEETING THE ASTM SPECIFICATIONS FOR ROLLED SHAPES LISTED IN AISC STEEL CONSTRUCTION MANUAL TABLE 2-4 WILL REQUIRE TESTING BY AN APPROVED LABORATORY. ALL FOREIGN BOLTS MUST BE APPROVED BY COUNTY OF LOS ANGELES BUILDING AND SAFETY PRIOR TO THEIR USE.

THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.					
TOLAR		TOLAR MANUFACTURING COMPANY, INC			
DESCRIPTION		12' AD SUNSET SHELTER			
CUSTOMER/VENDOR		LOS MEDANOS COLLEGE - PITTSBURG, CA			
SIZE	MATL	VARIES	DWG NO.	REV	
D			51712-00	A	
SCALE	AS NOTED	DATE	6/27/2024	DRAWN BY:	RFairr
	1/4" = 1'-0"		LEEDCO ENGINEERS, INC. JOB No. 8650		Sheet 1 of 4

T:\Inventor\Shelters\Ad Custom Dome\51712-00.idw



SEAL/SIGNATURE
DESIGN CONSULTANT
APPROVAL STAMP

NO.	DATE	BY
2	06/07/2024	DJA IN/ACE SUBMITTAL 2
1	06/28/2024	DJA SUBMITTAL

Statement of General Conformance
FOR ARCHITECTS/ENGINEERS WHO UTILIZE PLANS, INCLUDING BUT NOT LIMITED TO SHOP DRAWINGS, PREPARED BY OTHER LICENSED DESIGN PROFESSIONALS AND/OR CONSULTANTS

(Application No. _____ File No. _____)

The drawings or sheets listed on the cover or index sheet
 This drawing, page of specifications/calculations

have been prepared by other design professionals or consultants who are licensed and/or authorized to prepare such drawings in this state. It has been examined by me for:

- design intent and appears to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications prepared by me, and
 - coordination with my plans and specifications and is acceptable for incorporation into the construction of this project.
- The Statement of General Conformance "shall not be construed as relieving me of my rights, duties, and responsibilities under Sections 17302 and 81138 of the Education Code and Sections 4-336, 4-341 and 4-344" of Title 24, Part 1. (Title 24, Part 1, Section 4-316 (b))

I certify that: <input type="checkbox"/> All drawings or sheets listed on the cover or index sheet <input checked="" type="checkbox"/> This drawing or page			
<input checked="" type="checkbox"/> is/are in general conformance and <input type="checkbox"/> have been coordinated	<input type="checkbox"/> is/are in general conformance and <input type="checkbox"/> have been coordinated		
Signature	Date	Signature	Date
Architect or Engineer designated to be in general responsible charge C. Dennis Lee, P.E.		Architect or Engineer delegated responsibility for this portion of the work.	
Print Name S 2453	March 31, 2026	Print Name	
License Number	Expiration Date	License Number	Expiration Date

STRUCTURAL OBSERVATION PROGRAM
AND DESIGNATION OF THE
STRUCTURAL OBSERVER

PERMIT APPL. NO.: _____

PROJECT ADDRESS: 2700 E. LELAND ROAD, PITTSBURG, CA 94565

DESCRIPTION OF WORK: THREE (3) 12' X 6' TRANSIT SHELTERS

CONTRACTOR: TOLAR MANUFACTURING COMPANY, INC. ARCHITECT: _____

ENGINEER OF RECORD: C. DENNIS LEE

STRUCTURAL OBSERVATION (ONLY CHECKED ITEMS ARE REQUIRED)			
FIRM OR INDIVIDUAL TO BE RESPONSIBLE FOR STRUCTURAL OBSERVATION: NAME: C. DENNIS LEE PHONE: 626-234-2247 CALIF. REGISTRATION: SE 2543			
FOUNDATION	WALL	FRAME	DIAPHRAGM
<input type="checkbox"/> FOOTING,STEM WALLS, PIERS	<input type="checkbox"/> CONCRETE	<input checked="" type="checkbox"/> STEEL MOMENT FRAME	<input type="checkbox"/> CONCRETE
<input checked="" type="checkbox"/> MAT FOUNDATION	<input type="checkbox"/> MASONRY	<input type="checkbox"/> STEEL BRACED FRAME	<input type="checkbox"/> STEEL DECK
<input type="checkbox"/> CAISSON, PILES, GRADE BEAMS	<input type="checkbox"/> WOOD	<input type="checkbox"/> CONCRETE MOMENT FRAME	<input type="checkbox"/> WOOD
<input type="checkbox"/> STEPPG/RETAINNG FOUNDATION, HILLSIDE SPECIAL ANCHORS	<input type="checkbox"/> OTHERS: METAL	<input type="checkbox"/> MASONRY WALL FRAME	<input type="checkbox"/> OTHERS:
<input type="checkbox"/> OTHERS:		<input type="checkbox"/> OTHERS: HARDY FRAME	

DECLARATION BY OWNER

I, THE OWNER OF THE PROJECT, DECLARE THAT THE ABOVE LISTED FIRM OR INDIVIDUAL IS HIRED BY ME TO BE THE STRUCTURAL OBSERVER.

SIGNATURE _____ DATE _____

DECLARATION BY ARCHITECT OR ENGINEER OF RECORD (REQUIRED IF S.O. IS DIFFERENT FROM THE A/E OF RECORD)

I, THE ARCHITECT OR ENGINEER OF RECORD FOR THE PROJECT, DECLARE THAT THE ABOVE LISTED FIRM OR INDIVIDUAL IS DESIGNATED BY ME TO BE RESPONSIBLE FOR THE STRUCTURAL OBSERVATION.

SIGNATURE _____ DATE _____

LMC Transit Stop Improvements

2700 E Leland Rd, Pittsburg, CA 94565

STRUCTURAL GENERAL NOTES

JOB #
DESIGN BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
DATE:
SCALE:
SHEET: S-001

CLIENT

TRI DELTA TRANSIT

TRI DELTA TRANSIT
801 WILBUR AVE. ANTIPOCH, CALIFORNIA

Autodesk Docs://2014323701_LMC_Transit_Stop_Improv/arch_2014323701-LMC_TDT-BusSheller_Rev1f2023.rvt

Autodesk Docs://2014323701_LMC_Transit_Stop_Improv/arch_2014323701-LMC_IDT-BusShelter_Revit2023.rvt


GENERAL PROJECT DATA	
PROJECT:	THREE (3) NEW 12' X 6' SUNSET SHELTERS
PROJECT ADDRESS:	LOS MEDANOS COLLEGE 2700 E. LELAND ROAD PITTSBURG, CA. 94565
APPLICANT:	TOLAR MANUFACTURING 258 MARIAH CIRCLE CORONA, CA. 92879 MR. ELI MEZA SENIOR PLANNER
STRUCTURE ENGINEER:	LEEDCO ENGINEERS, INC. 3380 FLAIR DRIVE, SUITE 225 EL MONTE, CA. 91731 Ph: 626-234-2247 Email: leedco@aol.com
APN:	088-161-003
ZONING CLASSIFICATION:	GQ, GOVERNMENTAL AND QUASIPUBLIC
ZONING DESCRIPTION:	GOVERNMENT AND QUASIPUBLIC
LOT AREA:	107.97 ACRES
(E) FIRE SPRINKLERS:	NOT APPLICABLE
(E) BLDG HEIGHT:	8'-6"
(E) No. OF STORY:	1-STORY

SCOPE OF WORK
<ul style="list-style-type: none"> CONSTRUCTION OF THREE (3) 12' x 6' SUNSET SHELTERS
<p>NOTE: DEFERRED SUBMITTALS SHALL BE REVIEWED BY ARCHITECT OR ENGINEER OF RECORD PRIOR TO SUBMITTAL TO THE BUILDING OFFICIAL</p>

DESIGN PARAMETERS
<p>DESIGN PARAMETERS</p> <p>SEISMIC DESIGN PARAMETERS: (STRUCTURAL LOAD LIMITATIONS)</p> <p>A. SEISMIC IMPORTANCE FACTOR $I=1.25$, OCCUPANCY CATEGORY II. B. MAPPED SPECTRAL RESPONSE ACCELERATIONS $S_s=2.04$ AND $S_1=0.600$. C. SOIL PROFILE TYPE - SITE CLASS D PER SOILS REPORT. D. SPECTRAL RESPONSE COEFFICIENT'S $S_{ds}=1.47$ AND $S_{d1}=0.98$ E. SEISMIC DESIGN CATEGORY D. F. STEEL ORDINARY CANTILEVER COLUMN SYSTEM (TABLE 12.2-1) (WORST CASE SCENARIO USED IN GENERAL) H. SEISMIC RESPONSE COEFFICIENTS C_s: $C_s = 1.47$ I. RESPONSE MODIFICATION COEFFICIENT R: $R = 1.25$ J. EQUIVALENT LATERAL FORCE PROCEDURE USED. K. REDUNDANCY FACTOR USED $= 1.0$. L. DESIGN SOIL LOAD BEARING $q = 1500$ PSF, LATERAL BEARING 100 PSF/FT PER SOILS CLASS 5, TABLE 1806.2, 2022 CBC</p> <p>WIND DESIGN PERAMETERS:</p> <p>A. 99 MPH 3-S GUST BASIC WIND SPEED B. WIND EXPOSURE CATEGORY C. C. WIND IMPORTANCE FACTOR $I_w = 1.0$ D. INTERNAL PRESSURE COEFFICIENTS $G_{Cpi} = -0.18 ; +0.18$ E. COMPONENTE AND CLADDING WIND PRESSURE $p_w = 20.0$ PSF, $G=0.85 C_{ef}=1.3$</p>

CODE COMPLIANCE
<p>ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.</p> <p>A. STATE OF PITTSBURG MUNICIPAL CODE AND ORDINANCES B. DAS REGULATIONS C. 2022 CALIFORNIA BUILDING CODE D. 2022 CALIFORNIA ELECTRICAL CODE E. 2022 CALIFORNIA MECHANICAL CODE F. 2022 CALIFORNIA ADMINISTRATIVE CODE G. 2022 CALIFORNIA ENERGY CODE H. 2022 CALIFORNIA GREEN BUILDING STANDARD CODE I. 2022 CALIFORNIA FIRE CODE J. 2022 CALIFORNIA TITLE 24 ACCESSIBLE STANDARDS</p>

AD 12' SUNSET SHELTER SHEET INDEX:
<ul style="list-style-type: none"> S-001 STRUCTURAL GENERAL NOTES S-002 STRUCTURAL GENERAL NOTES S-100 TOLAR MANUFACTURING TRANSIT SHELTER PLANS S-101 TOLAR MANUFACTURING TRANSIT SHELTER BENCHES



801 S. Figueroa Street, Suite 300
Los Angeles, CA 90017
Stantec Project No: 2014323701

SEAL/SIGNATURE
DESIGN CONSULTANT
APPROVAL STAMP

NO.	DATE	BY	
2	06/07/2024		DISA INPAGE SUBMITTAL 2
1	06/28/2024		DISA SUBMITTAL


LMC Transit Stop Improvements

2700 E Leland Rd, Pittsburg, CA 94565

STRUCTURAL GENERAL NOTES


JOB #	DESIGN BY: Designer
DRAWN BY: Author	CHECKED BY: Checker
DATE:	SCALE:
SHEET:	S-002

CLIENT



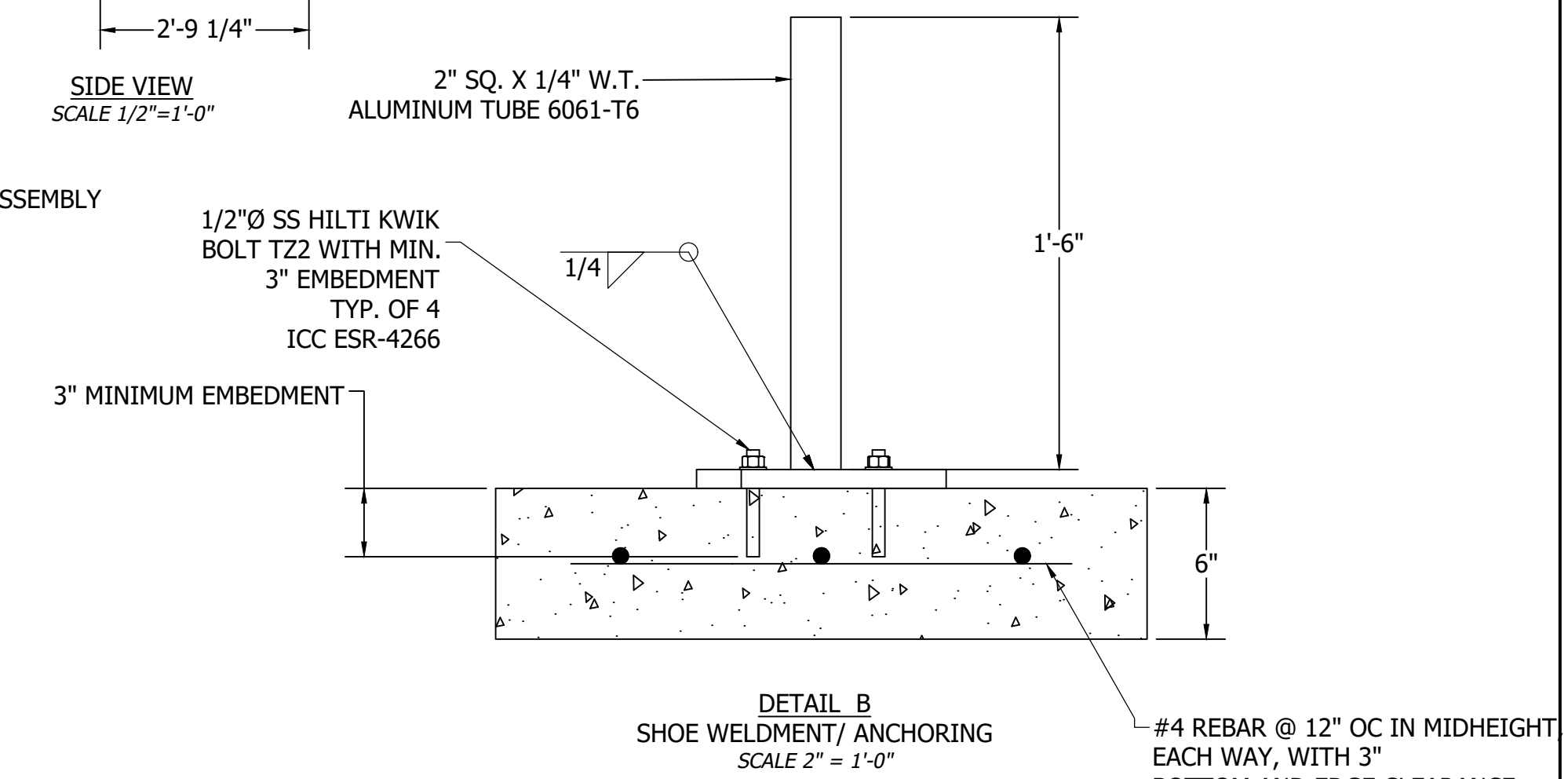
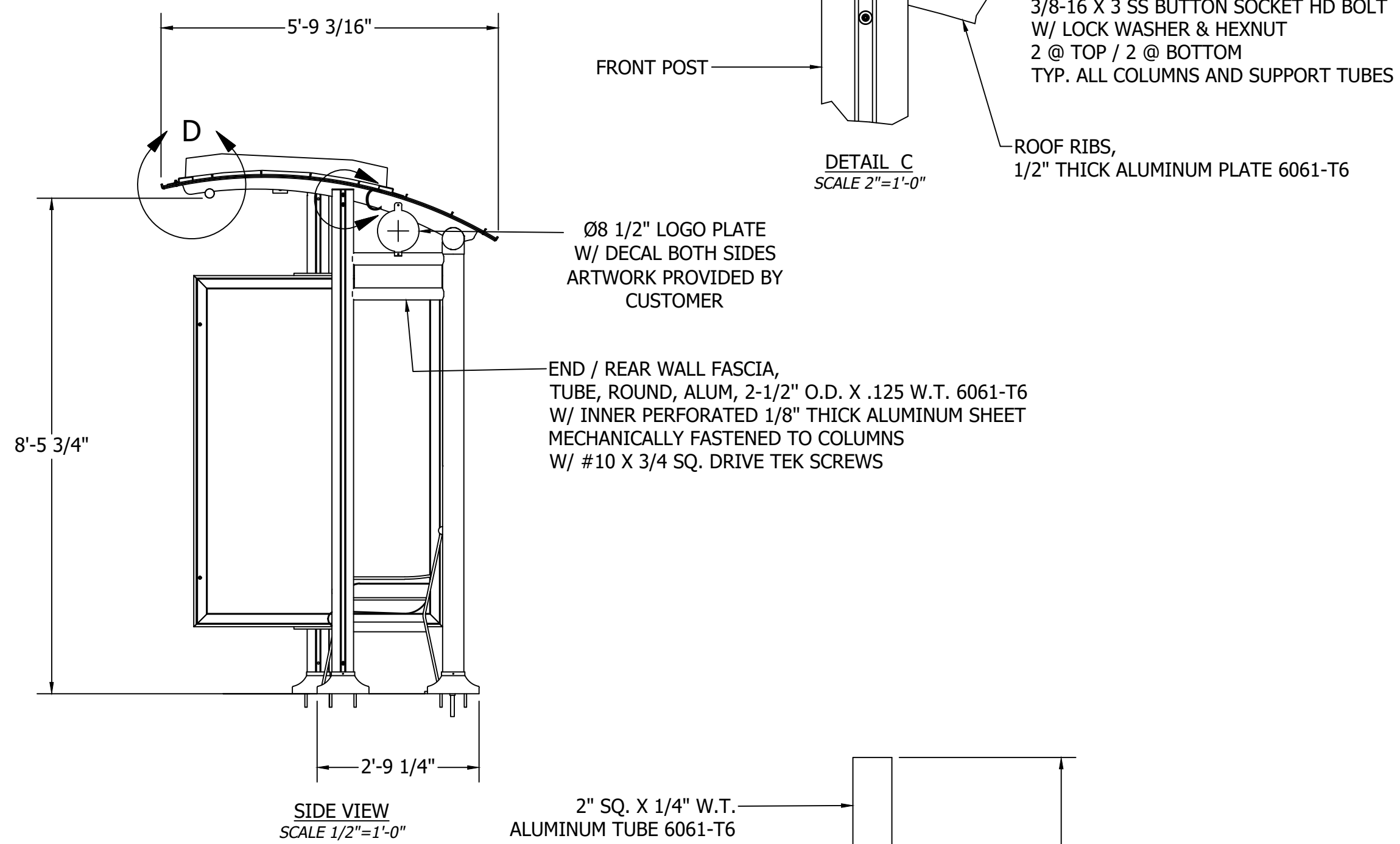
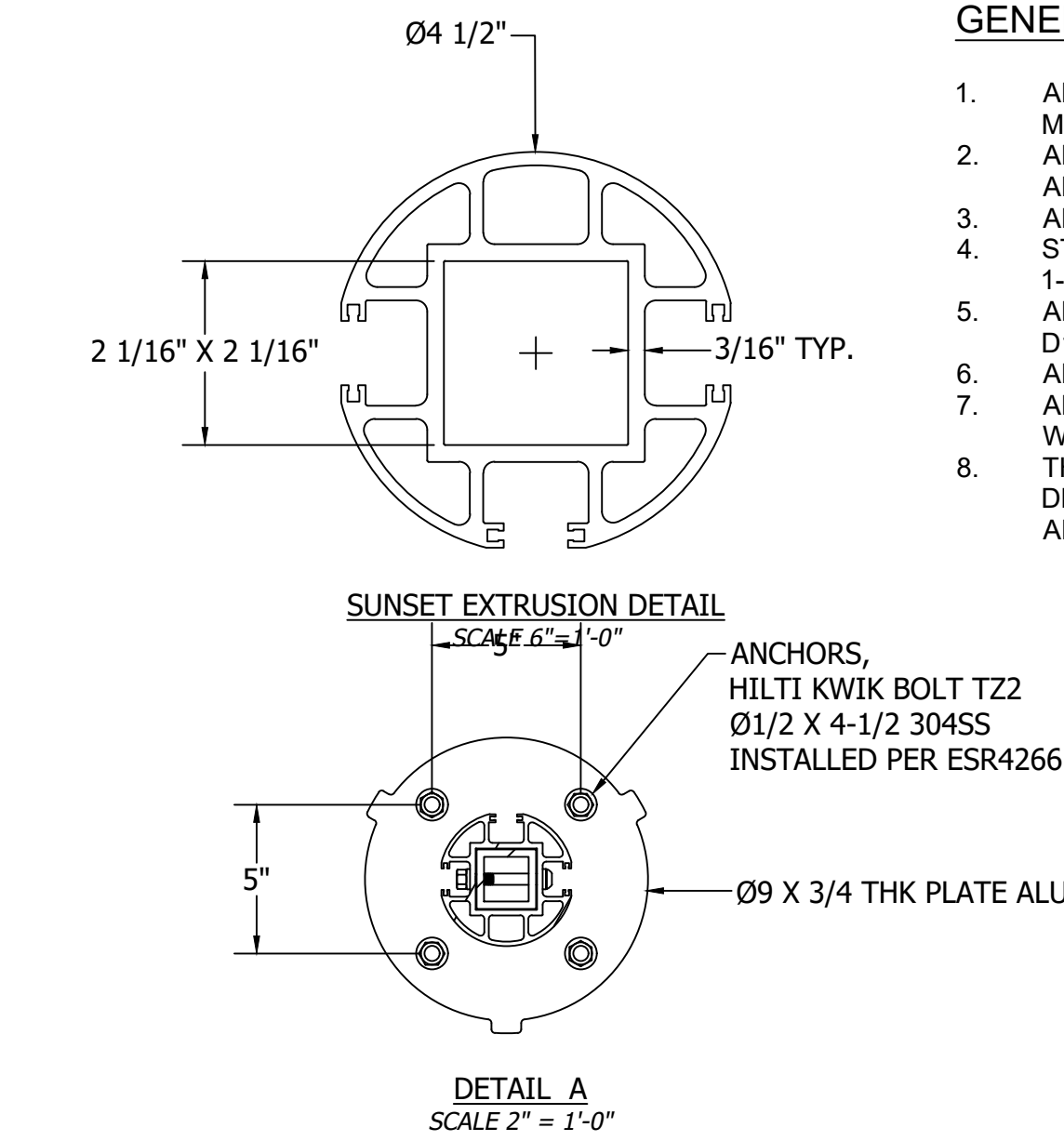
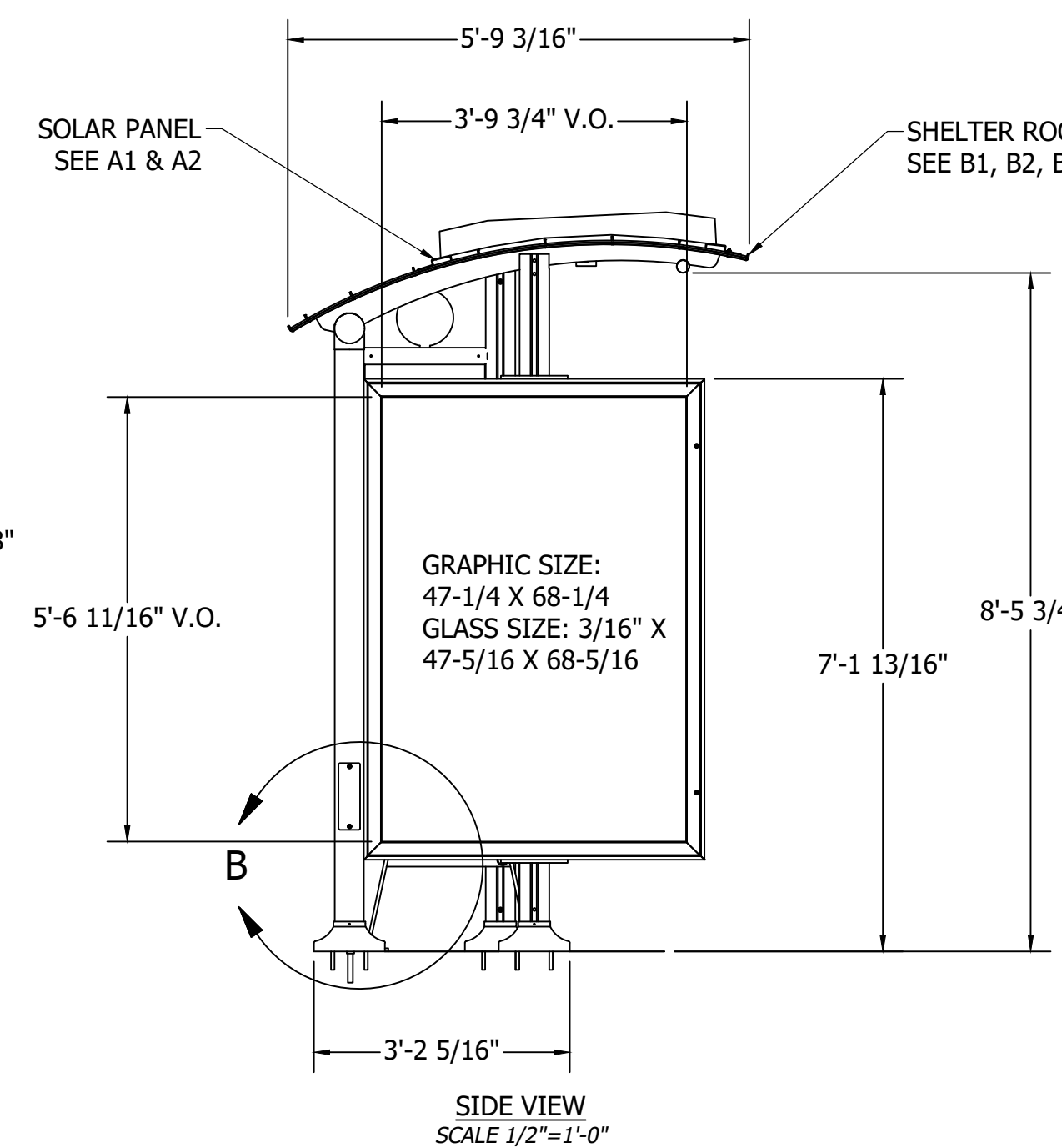
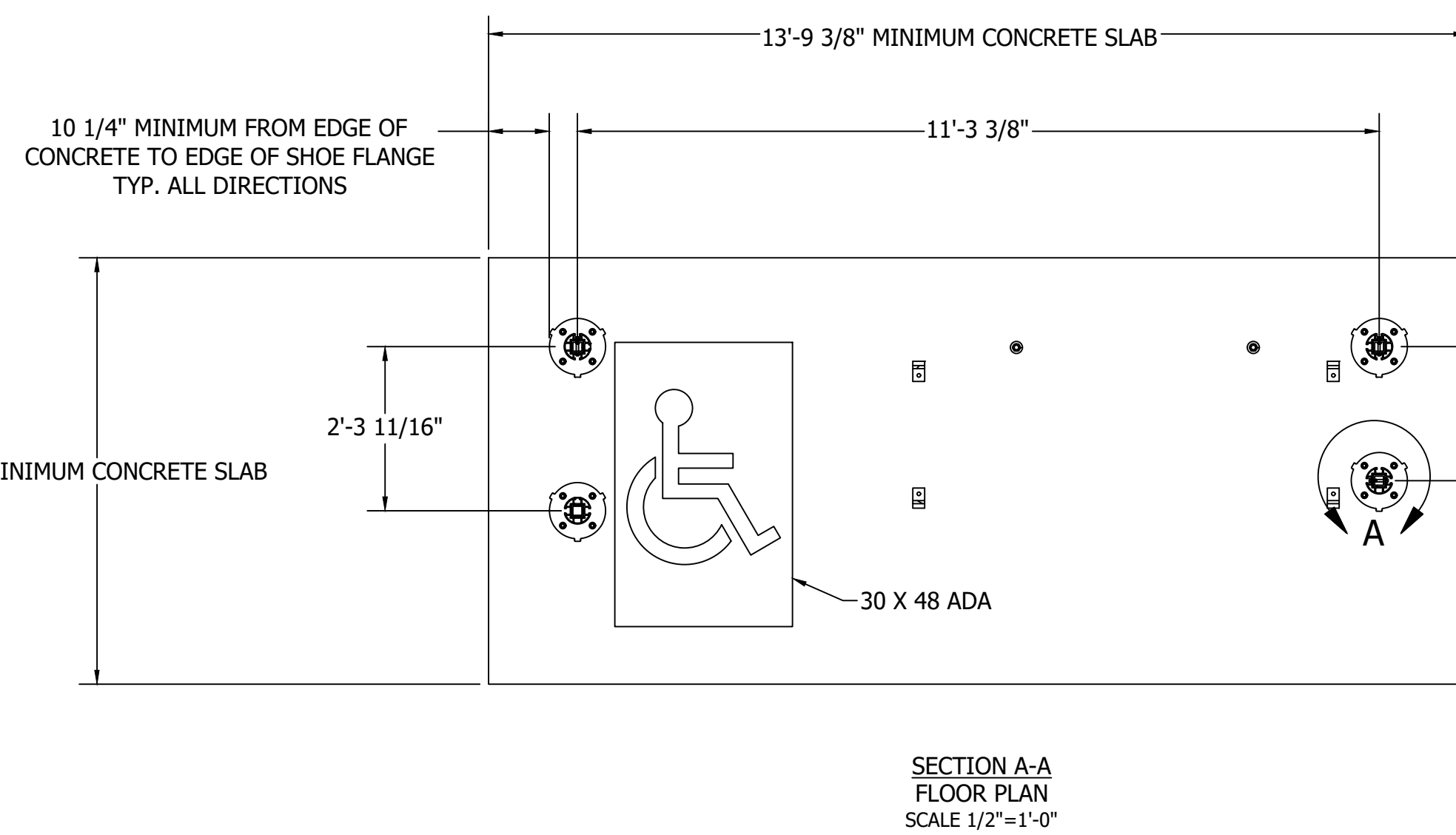
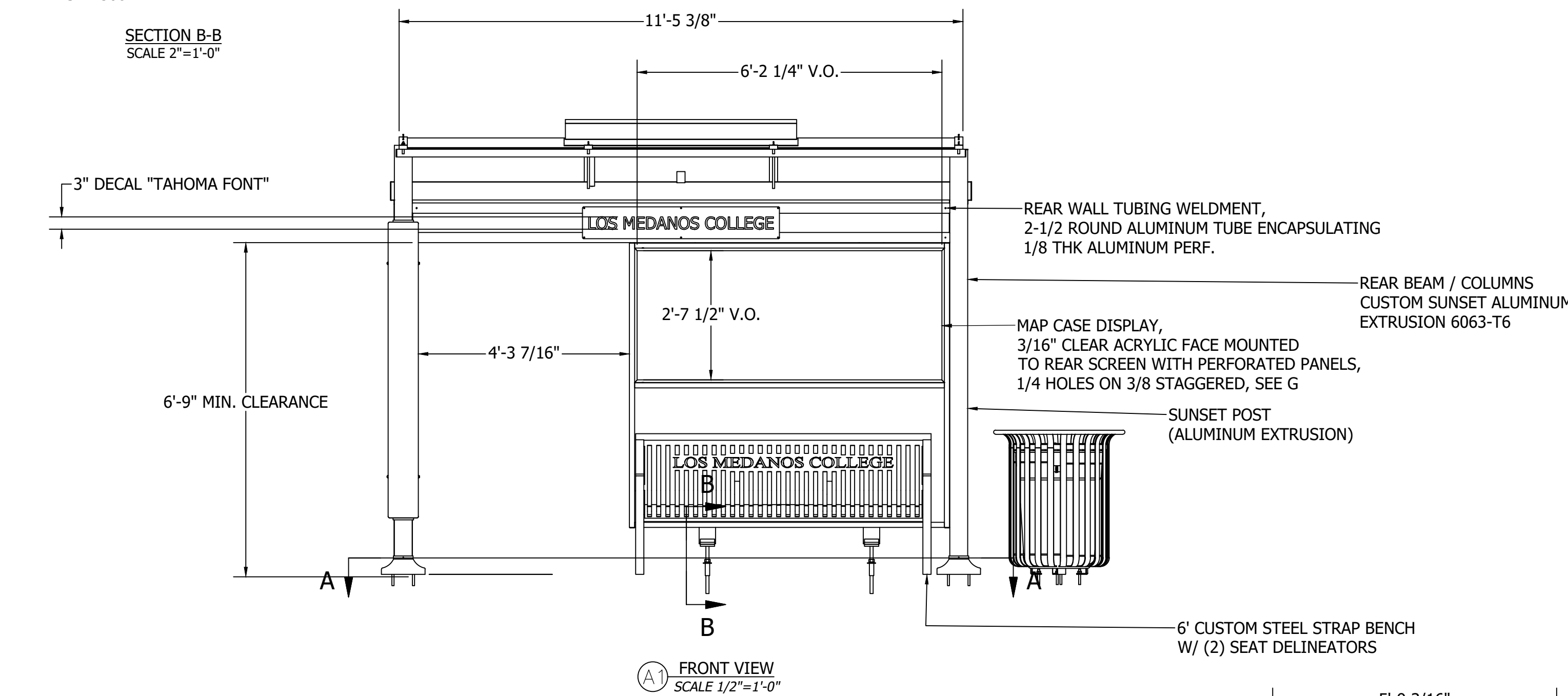
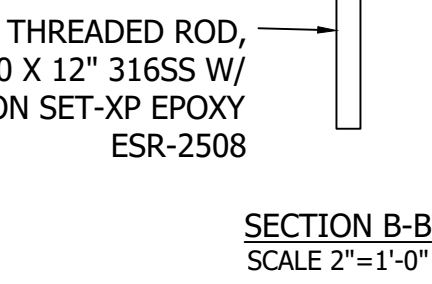
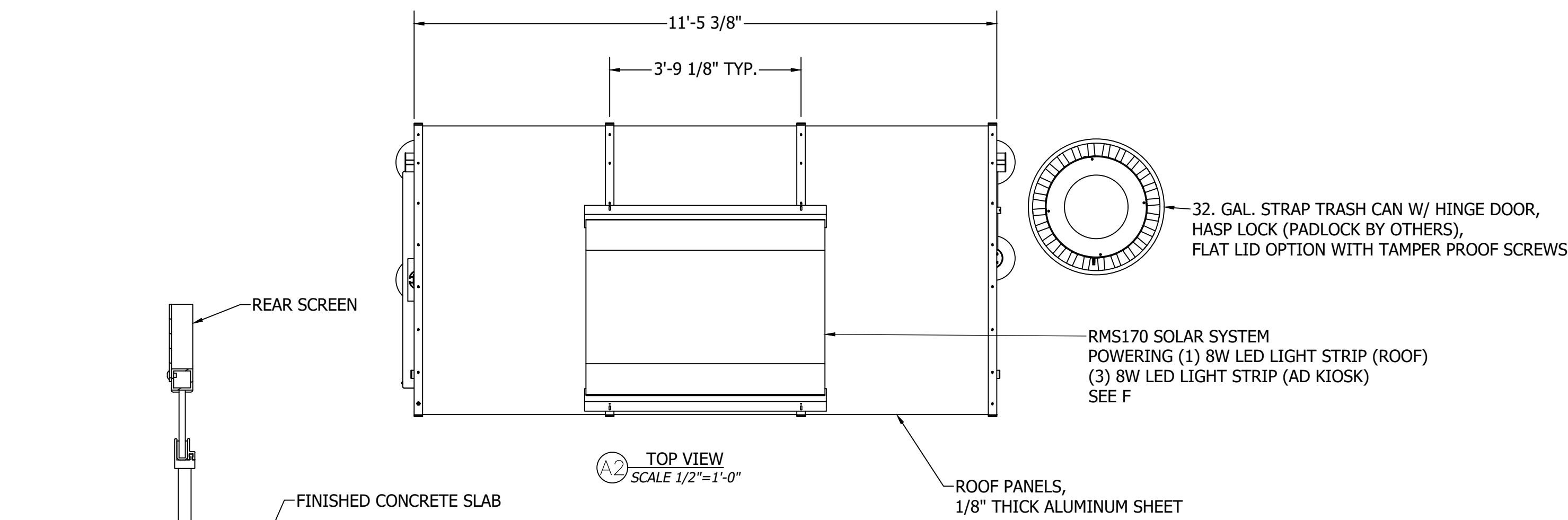
TRI DELTA TRANSIT
801 WILBUR AVE, ANTIPOCH, CALIFORNIA

THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

		TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION 12' AD SUNSET SHELTER			
CUSTOMER/VENDOR LOS MEDANOS COLLEGE - PITTSBURG, CA			
SIZE D	MATL. VARIES	DWG NO. 51712-00	REV A
SCALE AS NOTED 1/4" = 1'-0"	DATE 6/27/2024	DRAWN BY: RFarr	
		LEEDCO ENGINEERS, INC. JOB No. 8650 Sheet 2 of 4	

GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. THE CONCRETE PAD SIZES SHOWN MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS AND DOES NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

TOLAR SHELLY WITH PROTECTION		TOLAR MANUFACTURING COMPANY, INC 258 Mariah Circle, Corona CA. 92879	
DESCRIPTION 12' AD SUNSET SHELTER			
CUSTOMER/VENDOR LOS MEDANOS COLLEGE - PITTSBURG, CA			
SIZE D	MATL. VARIES	DWG NO. 51712-00	REV A
SCALE AS NOTED	DATE 6/27/2024	DRAWN BY RFarr	
SCALE 1/4" = 1'-0"	LEEDCO ENGINEERS, INC. JOB No. 8650	Sheet 3 of 4	

T:\Inventor\Shelters\Ad Custom Dome\51712-00.idw

DESIGNER	DESIGN CONSULTANT	APPROVAL STAMP

NO.	DATE	BY	DESCRIPTION
1	06/28/2024		ISA SUBMITTAL
2	08/07/2024		ISA INFACE SUBMITTAL 2

LMC Transit Stop Improvements

2700 E Leland Rd. Pittsburg, CA 94565

**TOLAR MANUFACTURING
TRANSIT SHELTER PLANS
AND DETAILS**

JOB #

DESIGN BY: Designer

DRAWN BY: Author

CHECKED BY: Checker

DATE:

SCALE:

SHEET: **S-100**

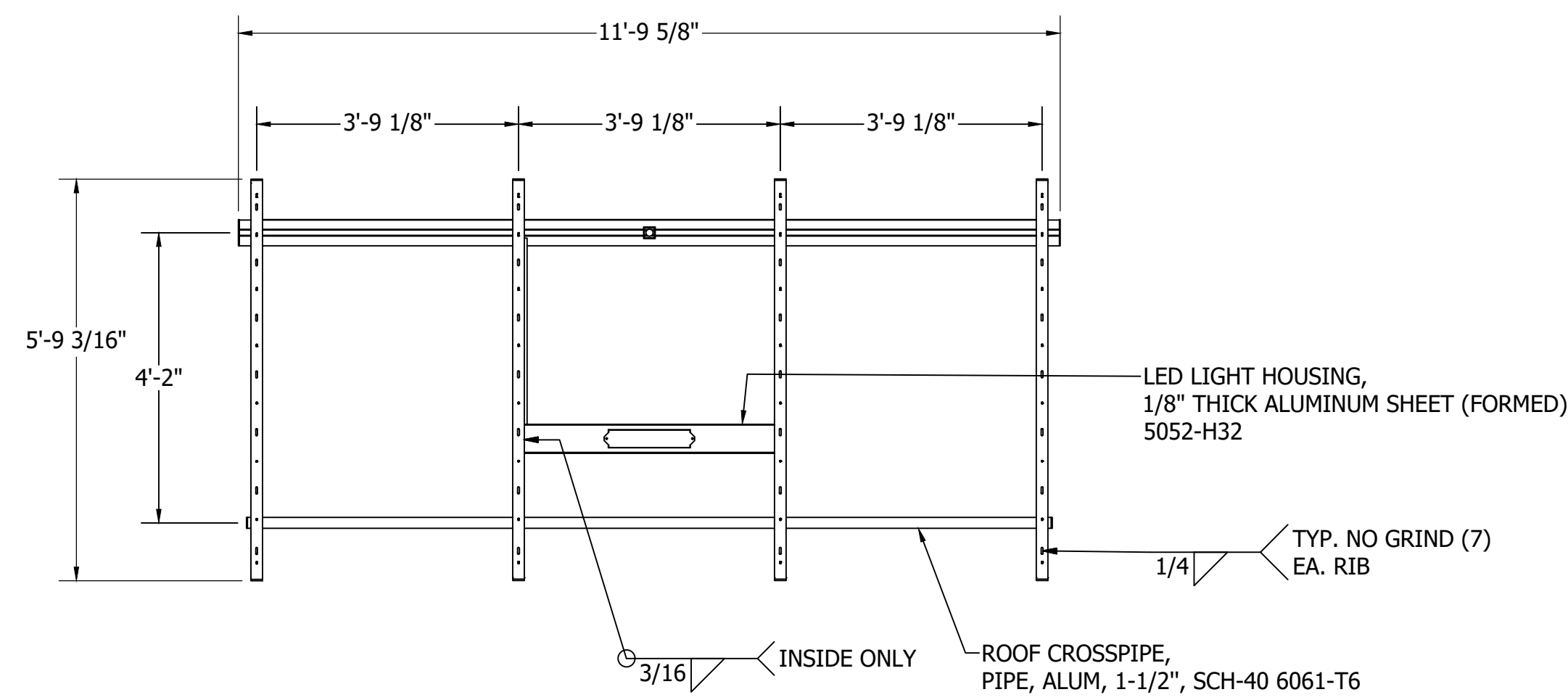
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TRI DELTA TRANSIT

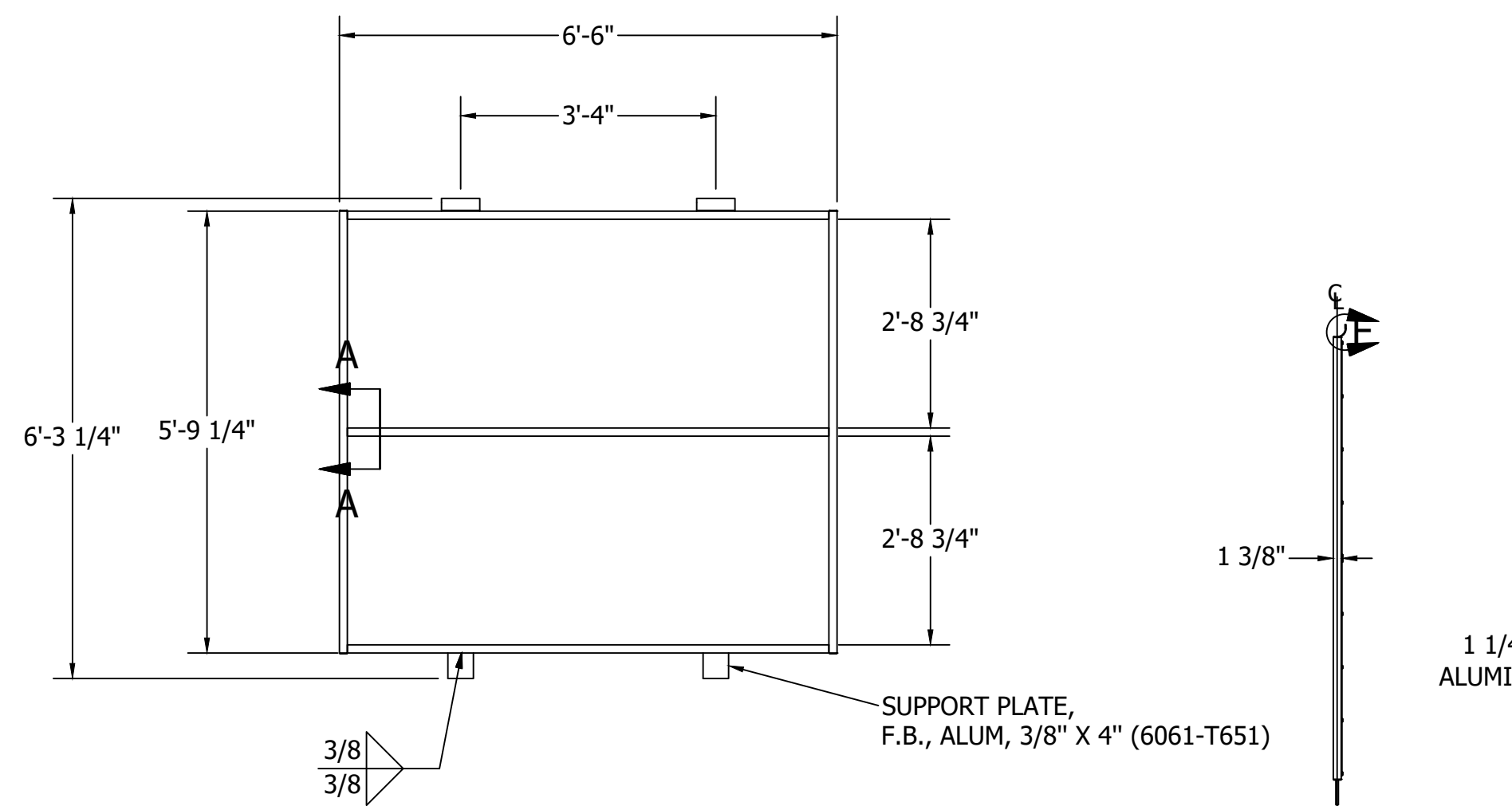
TRI DELTA TRANSIT
801 WILBUR AVE. ANTIPOCH, CALIFORNIA

GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
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5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1.2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
8. THE CONCRETE PAD SIZES SHOWN MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS AND DOES NOT INCLUDE ADA CLEAR PATH REQUIREMENTS.



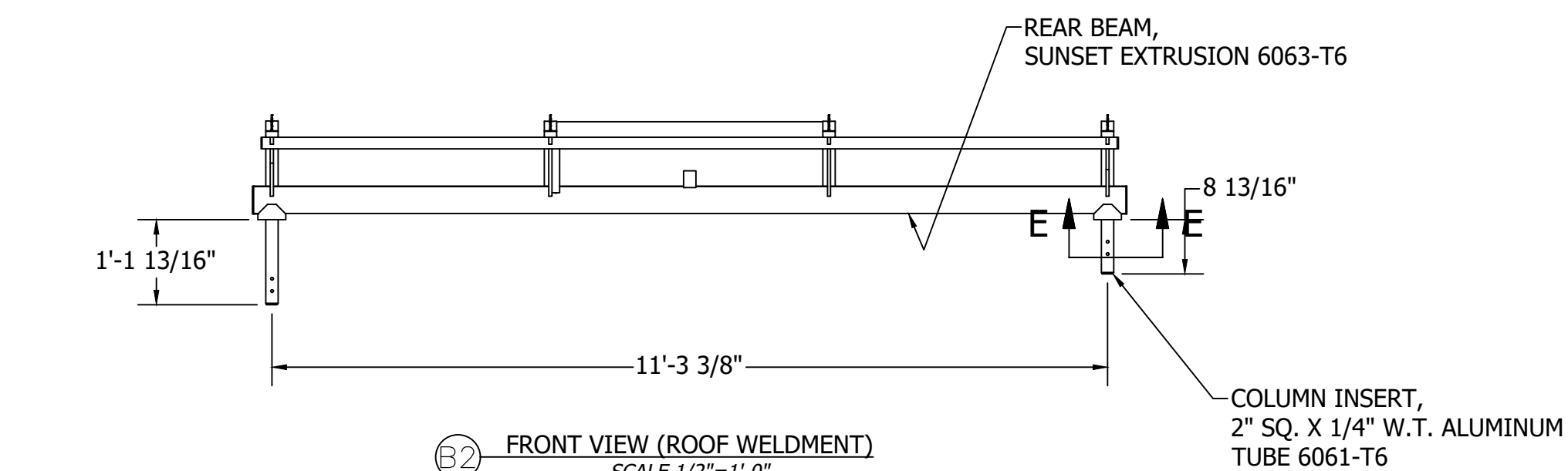
B1 TOP VIEW (ROOF WELDMENT)
SCALE 1/2"=1'-0"



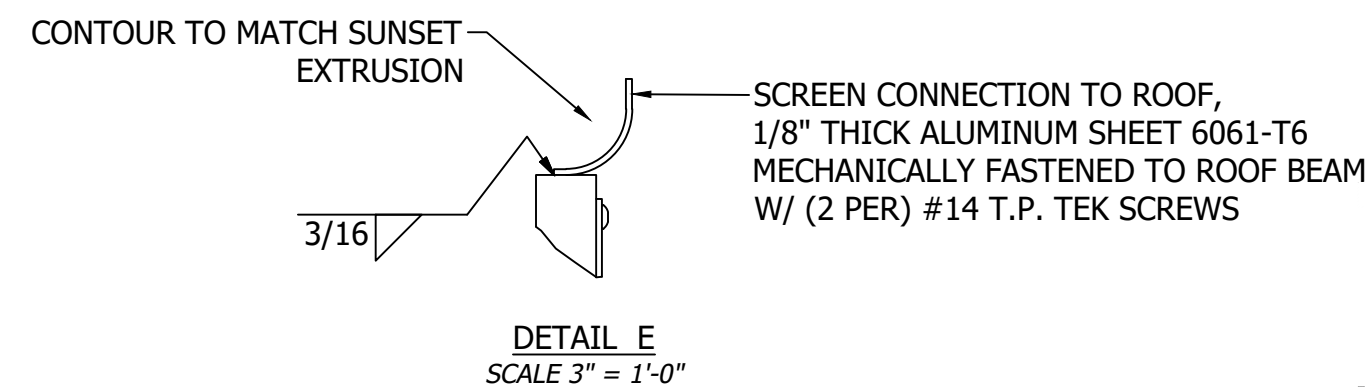
G FRONT VIEW (SCREEN ASSEMBLY)
SCALE 1/2"=1'-0"

H SIDE VIEW (SCREEN ASSEMBLY)
SCALE 1/2"=1'-0"

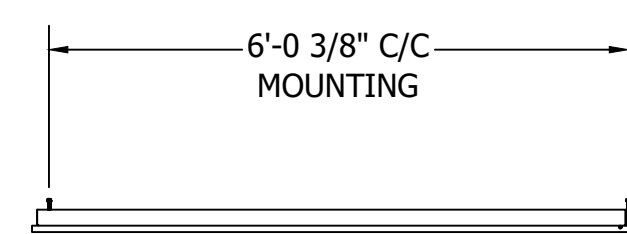
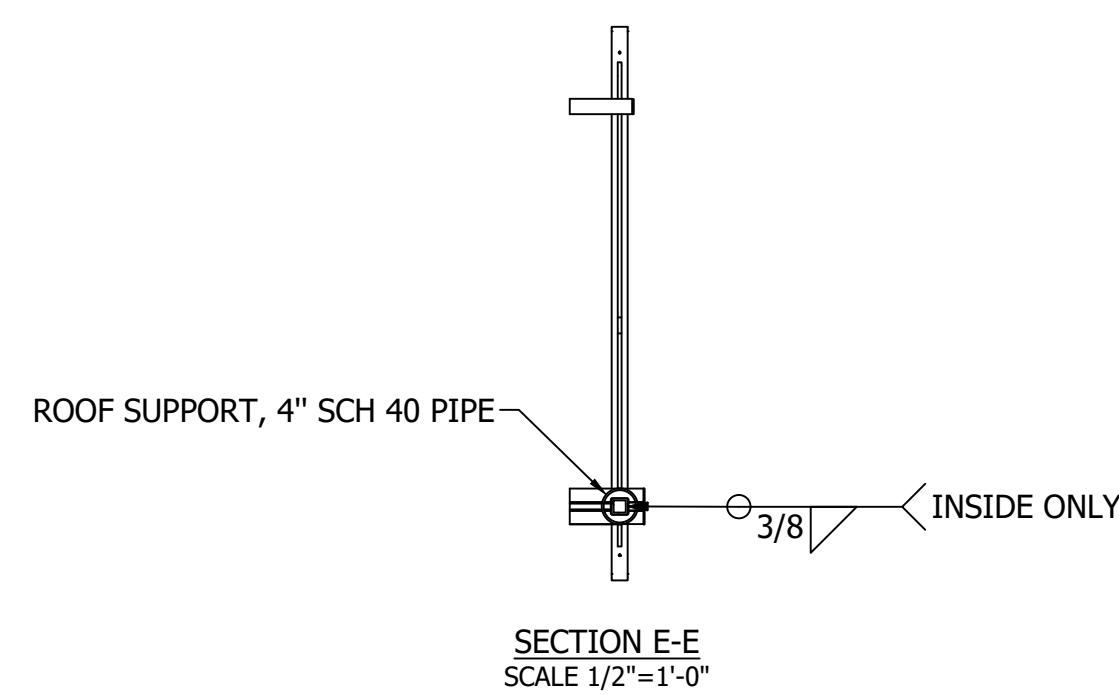
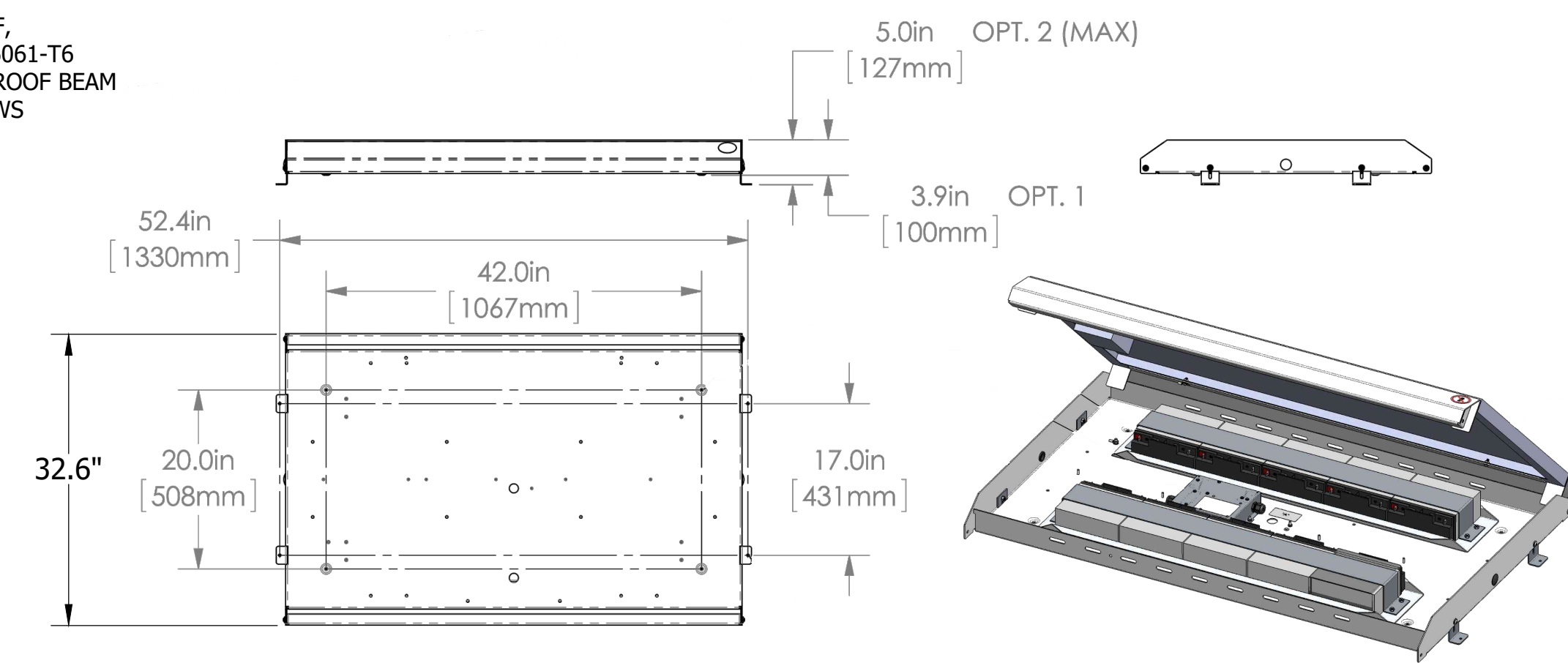
SECTION A-A
SCALE 3"=1'-0"



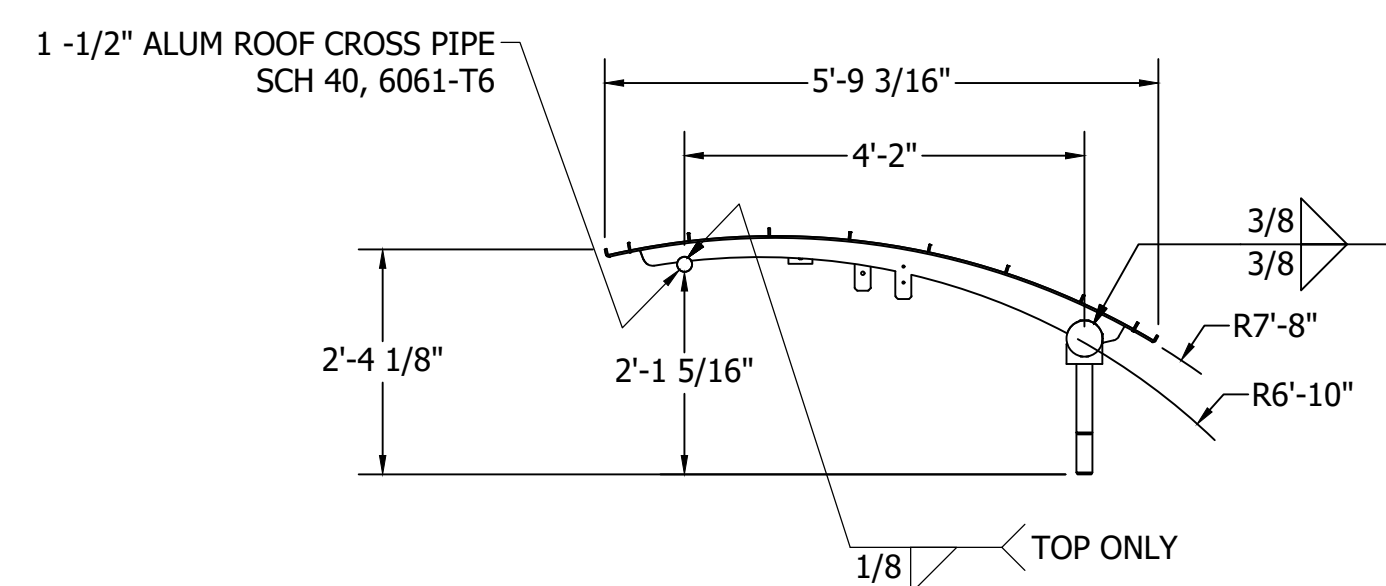
B2 FRONT VIEW (ROOF WELDMENT)
SCALE 1/2"=1'-0"



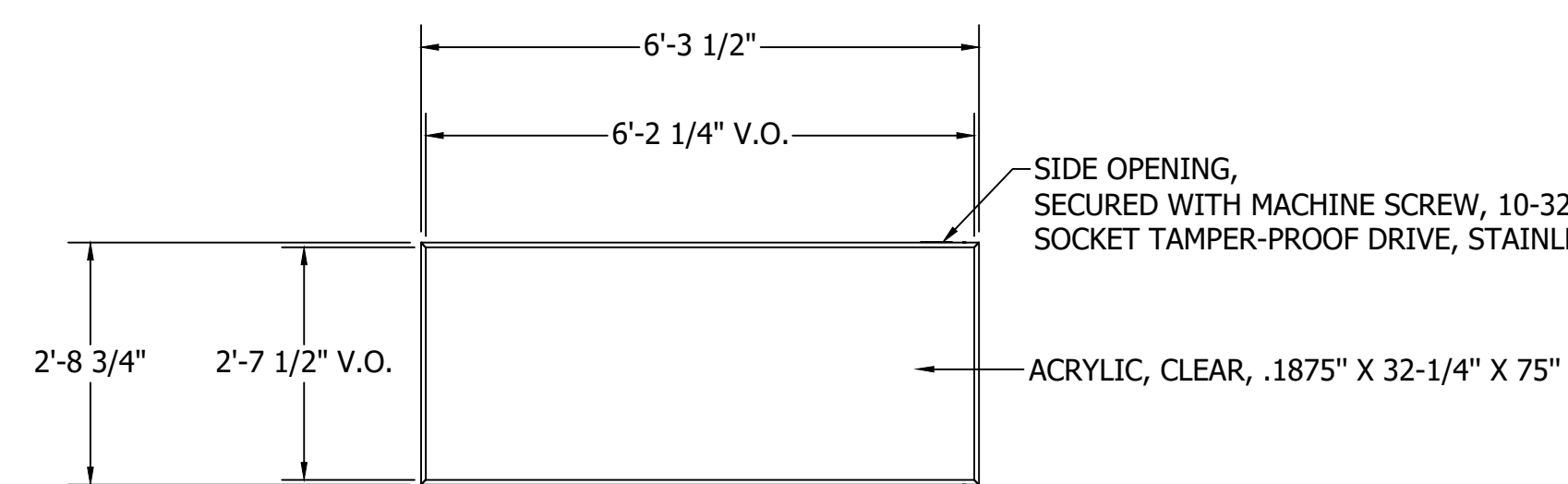
DETAIL E
SCALE 3"=1'-0"



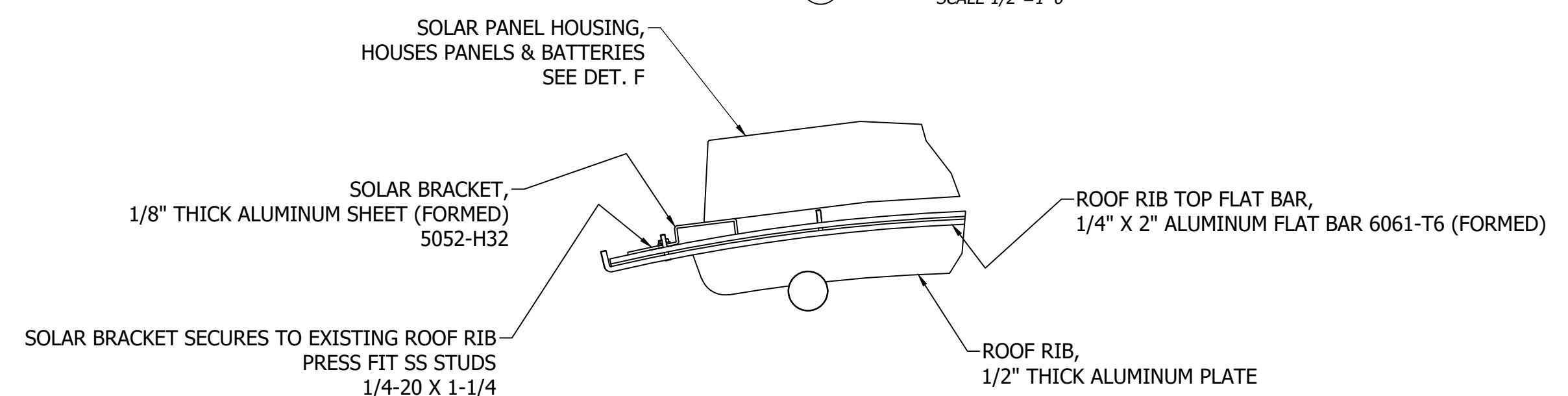
TOP VIEW (MAP CASE ASSEMBLY)
SCALE 1/2"=1'-0"



B3 SIDE VIEW (ROOF WELDMENT)
SCALE 1/2"=1'-0"



FRONT VIEW (MAP CASE ASSEMBLY)
SCALE 1/2"=1'-0"



SIDE VIEW (MAP CASE ASSEMBLY)
SCALE 1/2"=1'-0"

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TOLAR MANUFACTURING COMPANY, INC. 258 Mariah Circle, Corona CA. 92789	
DESCRIPTION: 12' AD SUNSET SHELTER	
CUSTOMER/VENDOR: LOS MEDANOS COLLEGE - PITTSBURG, CA	
SIZE: D	MATL: VARIES
DWG NO: 51712-00	REV: A
SCALE: AS NOTED	DATE: 6/27/2024
SCALE: 1/4" = 1'-0"	LEEDCO ENGINEERS, INC. JOB No. 8650
DRAWN BY: RFarr	
Sheet 4 of 4	

DESIGNER	
DESIGN CONSULTANT	
APPROVAL STAMP	

NO.	DATE	BY	DESCRIPTION
2	06/07/2024		DISA INTAKE SUBMITTAL 2
1	06/28/2024		DISA SUBMITTAL

LMC Transit Stop Improvements

2700 E Leland Rd, Pittsburg, CA 94565

TOLAR MANUFACTURING
TRANSIT SHELTER BENCHES

DESIGN BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
DATE:
SCALE:
SHEET: S-101

CLIENT

TRI DELTA TRANSIT

TRI DELTA TRANSIT
801 WILBUR AVE, ANTIPOCH, CALIFORNIA