

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**

**NOTICE INVITING SEALED BIDS**

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

**FORM OF CONTRACT**

**TECHNICAL SPECIFICATIONS**

**FOR**

**STEAM ROOM LIFT REPLACEMENT**

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**

**PROJECT NUMBER  
2022-MA-02**

**INVITATION FOR BID DATE: MAY 19, 2022**

**PRE-BID MEETING: MAY 26, 2022**

**DEADLINE FOR REQUESTS FOR APPROVED EQUALS, MODIFICATIONS OR  
CLARIFICATIONS: MAY 31 , 2022**

**RESPONSE TO REQUESTS FOR APPROVED EQUALS, MODIFICATIONS OR  
CLARIFICATIONS: JUNE 7, 2022**

**BID OPENING DATE: JUNE 15, 2022**

**WILLIAM CHURCHILL  
GENERAL MANAGER**

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# CENTRAL CONTRA COSTA TRANSIT AUTHORITY

## NOTICE INVITING SEALED BIDS

The Chief Operating Officer will receive sealed bids in his office, located at 2477 Arnold Industrial Way, Concord, California 94520, at any time prior to the hour of **2:00 p.m., on Wednesday, June 15, 2022**, for:

### STEAM ROOM LIFT REPLACEMENT

#### COUNTY CONNECTION PROJECT 2022-MA-02

Bids must be submitted on Central Contra Costa Transit Authority's (County Connection) "Bid Form," enclosed in a *sealed* envelope clearly marked "STEAM ROOM LIFT REPLACEMENT." Bidders shall submit one (1) original and one (1) copy of the bid.

A pre-bid meeting and job walk will be conducted on May 26, 2022, at 10:00 a.m. at the County Connection Maintenance Building, located at 2477 Arnold Industrial Way, Concord, CA 94520. Although attendance at the pre-bid meeting is not mandatory, it is strongly encouraged to assure bidders are familiar with the scope of work and to ask any questions relative to this Invitation for Bids.

County Connection hereby notifies all bidders that it is the policy of County Connection to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards. County Connection has committed to a three-year, overall DBE goal of 4.65% for the participation of small, disadvantaged business enterprises. Bidders are encouraged to make outreach efforts to include Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE) participation in available subcontracting opportunities, although there is no specific DBE or SBE contractor goal. Bidders are encouraged to attend the pre-bid meeting to better understand the applicable DBE and SBE requirements. For assistance, contact Kristina Martinez, DBE Officer, at (925) 680-2031.

All bids must be accompanied by cash, a cashier's check or a bidder's bond in the amount of ten percent (10%) of the bid price, as described in the Contract Documents, which shall be applied to damages sustained by County Connection if the successful Bidder fails or refuses to enter into the contract awarded to it.

Bids will be examined and reported to the County Connection Board of Directors within sixty (60) calendar days after the bid opening. County Connection reserves the right to reject any and all bids or to waive any irregularity or informalities in any bid or in the bidding procedure, or to postpone the bid opening for good cause. No bidder may withdraw its bid for a period of ninety (90) days after the date of opening of bids. Each Bidder will be notified of award of contract, if award is made.

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

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 at the

time of bid. For federally funded projects, the contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a).) Additionally, no contractor or subcontractor may be awarded a contract for public works unless registered with DIR pursuant to California Labor Code section 1725.5. This project is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

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

Bidders bidding as the prime contractor shall possess a valid State of California Contractor's License, Type "B – General Contractor". The installing contractor shall possess a class C-61 license. In addition, bidders must be a Rotary Lift Heavy Duty Distributer and be recognized as a Heavy Duty Rotary Authorized Installer "HDRAI".

Contractors and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California law at the time of award. All subcontractors shall be properly licensed by the State of California to perform specialized trades.

There are not any union requirements for this bid, however, prevailing wage is in effect.

Contract documents may be inspected and obtained at County Connection's office at 2477 Arnold Industrial Way, Concord, California 94520. Requests for contract documents or general questions may be emailed to Kevin Finn, Manager of Grants and Purchasing, at [finn@cccta.org](mailto:finn@cccta.org).

Copies of the Invitation for Bid may be downloaded at County Connection's website at [countyconnection.com](http://countyconnection.com).

Date: May 19, 2022

WILLIAM CHURCHILL  
GENERAL MANAGER

**EXHIBIT B**

**BID FORM**

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

Concord, California

Board of Directors  
Central Contra Costa Transit Authority  
2477 Arnold Industrial Way  
Concord, CA 94520

The undersigned, upon acceptance, agrees to replace the steam room lift at the Maintenance Building at County Connection's Concord facility. The specifics of the steam room lift replacement will be discussed in accordance with the terms and conditions set forth in Central Contra Costa Transit Authority "Notice Inviting Sealed Bids, Instructions to Bidders and General Conditions, Scope of Work, Form of Contract, and Technical Specifications, including Drawings" for "Steam Room Lift Replacement" dated \_\_\_\_\_, \_\_\_\_\_, at the following price:

**ITEM I**

<b>REPLACEMENT OF STEAM ROOM LIFT (Including any and all parts and equipment):</b>	\$ _____
<b>SALES TAX:</b>	\$ _____
<b>TOTAL PRICE:</b>	\$ _____

Contractor's License Number \_\_\_\_\_

Contractor's License Class(es) \_\_\_\_\_

Contractor DIR Registration Number \_\_\_\_\_

**BID FORM**

Name under which business is conducted \_\_\_\_\_

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

Telephone \_\_\_\_\_

IF SOLE OWNER, Sign here:

I sign as sole owner of the business named above: \_\_\_\_\_

IF PARTNERSHIP, Sign here:

The undersigned certify that we are partners in the business named above and that we sign this contract bid with full authority to do so: (one or more partners sign)

\_\_\_\_\_  
\_\_\_\_\_

IF CORPORATION, Execute here:

The undersigned two individuals certify that they sign this contract bid with full and proper authorization to do so:

Corporation Name \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

If the bidder is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) one signature must be that of the chairman of the board, president or vice-president; and (2) the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. Alternatively, this bid may be executed by a single officer or a person other than an officer provided that evidence satisfactory to County Connection is provided demonstrating that such individual is authorized to bind a corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by-laws).

IF JOINT VENTURE, Execute here:

The undersigned certify that they sign this contract bid with full and proper authorization to do so:

Joint Venture Name Composed of \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_



Bid packages shall be placed in a sealed envelope marked "STEAM ROOM LIFT REPLACEMENT" and delivered to the Chief Operating Officer, County Connection, 2477 Arnold Industrial Way, Concord, CA 94520 prior to 2:00 p.m., on June 15, 2022.

## **ITEMS TO BE INCLUDED IN BID**

- A. Bidder's Security
- B. Non-Collusion Declaration
- C. Bidder's EEO Certification
- D. List of Subcontractors
- E. List of Prime Contractor and Subcontractors/Suppliers
- F. DBE/SBE Good Faith Effort Form
- G. Fair Employment Practices Certificate
- H. Workers' Compensation Certification
- I. Bidder's Statement of Qualifications and Business References

**BIDDER'S SECURITY**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_, as Principal, and

\_\_\_\_\_, as a California-admitted Surety, are held and firmly bound unto the Central Contra Costa Transit Authority, hereinafter called the "County Connection", in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), being at least ten percent (10%) of the total amount of the bid of the Principal above named, for the payment of which sum in lawful money of the United States of America to County Connection we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to County Connection for which bids were requested to be received at Concord, California, on \_\_\_\_\_, 20\_\_\_\_ for the STEAM ROOM LIFT REPLACEMENT Project, as specified therein.

NOW THEREFORE, if the Principal is awarded a contract by County Connection and, within the time and in the manner required by the Specifications, enters into a contract with County Connection and furnishes the requisite bonds or other contract documents, then this obligation shall become null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by County Connection and judgment is recovered, the Surety shall pay all costs incurred by County Connection in such suit, including reasonable attorney's fees to be fixed by the court.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal \_\_\_\_\_

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

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

(Note: Signature of person executing for Surety must be notarized and evidence of power of attorney attached)

Surety: \_\_\_\_\_

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

Attorney-In-Fact

**NON-COLLUSION DECLARATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
(In accordance with California Public Contract Code Section 7106)**

**Project Title: STEAM ROOM LIFT REPLACEMENT**

The undersigned declares:

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

---

Bidder's Name

---

Bidder's Address

---

Bidder's Total Number of Employees

**GENERAL**

Bidder certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm(s) without regard to or because of race, color, religious creed, national origin, ancestry, sex, age, physical or mental disability, medical condition, marital status, veteran's status, sexual orientation, gender identity, or genetic information.

**BIDDER'S CERTIFICATION**

1. The Bidder has a written policy statement prohibiting any discrimination in all phases of employment.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
2. This policy statement is available for inspection to any of Bidder's employees or to any applicants for employment.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
3. The Bidder periodically conducts a self-analysis or utilization analysis of its workforce. This analysis is reviewed and updated at least annually.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
4. The Bidder has a system for determining if its employment practices are discriminatory against protected groups.  
Yes \_\_\_\_\_ No \_\_\_\_\_
  
5. Where problem areas are identified in employment practices, the Bidder has a system for taking reasonable corrective action to include establishment of affirmative action goals and timetables.  
Yes \_\_\_\_\_ No \_\_\_\_\_

---

Printed Name and Title of Authorized Representative

---

Signature

---

Date

**LIST OF SUBCONTRACTORS**

In compliance with the provisions of Sections 4100-4114, inclusive, of the Public Contract Code of the State of California, each Bidder shall set forth the name, business address, contractor's license number of each subcontractor whom the Bidder proposes to have perform work or labor or render service in or about the construction of the work in an amount in excess of one-half of one percent (.5%) of the total bid price, and the portion of the work which will be done by each such subcontractor.

NAME OF SUBCONTRACTOR	LOCATION OF BUSINESS	LICENSE NUMBER/ DIR REG. NUMBER	PORTION OF WORK
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____
7) _____	_____	_____	_____
8) _____	_____	_____	_____
9) _____	_____	_____	_____
10) _____	_____	_____	_____

## LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

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

Disadvantaged Business Enterprise: Yes\* \_\_\_\_\_ No \_\_\_\_\_ Small Business Enterprise: Yes\* \_\_\_\_\_ No \_\_\_\_\_

Owner or Contact Person: \_\_\_\_\_

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

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

Firm's Annual Gross Receipts\*\*: \_\_\_\_\_ Age of Firm: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

\*If yes, provide documentation showing the firm's current certification status.

\*\*Optional

**List the following information for all subcontractors/suppliers that provided a bid, quote or proposal to the Bidder.**

	Company Name/Address/Phone/Email Owner's Name or Contact Person	DBE/SBE/ NonDBE	Description of Work. Type of Materials/Supplies.	Dollar Amount of Work/Supplies	Bid/Quote Accepted? (Yes/No)
1					
2					
3					
4					
5					

**The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with County Connection. I certify that the information included on this form is complete and correct.**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DBE/SBE GOOD FAITH EFFORT FORM  
SELECTION PROCESS OF SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS**

Contract Name: STEAM ROOM LIFT REPLACEMENT

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

Owner or Contact Person and Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Firm Name	Contact Name	DBE/SBE/Other	Solicitation Method(s) (include attachments)	Results (include reasoning)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Attach additional sheets as necessary.

Bidder hereby certifies that is was unable to subcontract to any DBE/SBE for this contract and has provided evidence of attempts to obtain DBE/SBE commitments.

Company Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, sex, marital status, physical handicap, or medical condition, as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, sex, physical handicap, or medical condition as defined in Government Code Section 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 Contractor 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 Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority 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 and Housing Act, Government Code Sections 12900 *et. seq.*, shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12973.

Upon receipt of such written notice from the Department of Fair Employment and Housing, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees that, should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.
6. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
7. The Contractor will include the provisions of the foregoing Paragraphs 1 through 6 in every first-tier subcontract, if any, so that such provisions will be binding upon each such subcontractor.
8. Statements and Payrolls. The Contractor shall maintain his records in conformance with the requirements in the Specification and the following provisions:
  - a. The submissions by the Contractor of payrolls, or copies thereof, is required. Each Contractor and subcontractor shall preserve his 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 correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.
  - c. The Contractor shall make his payroll records available at the project site for inspection by the District and shall permit the District 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 address and official capacity.

### FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO CENTRAL CONTRA COSTA TRANSIT AUTHORITY:

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the Bidder will meet the above standards of affirmative compliance with the Fair Employment and Housing Act, Government Code Section 12900, *et. seq.*

	_____
	PRODUCT AND SERVICES
DATE	(TYPE) BIDDING COMPANY
ADDRESS NUMBER & STREET	BY SIGNATURE
CITY STATE ZIP CODE	(TYPE) NAME OF SIGNER
TELEPHONE	(TYPE) TITLE

**WORKERS' COMPENSATION CERTIFICATION**

By signing below, Bidder is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded a Contract, Bidder will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name of Authorized Official

\_\_\_\_\_ Title of Authorized Official

\_\_\_\_\_ Date

**BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES**

Name of Bidder \_\_\_\_\_

Address of Principal Office \_\_\_\_\_

1. Are you an individual \_\_\_\_\_, a partnership \_\_\_\_\_, a corporation \_\_\_\_\_ or a joint venture \_\_\_\_\_?  
(Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and state of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Are you licensed as a Contractor to do business in California? \_\_\_\_\_

License No. \_\_\_\_\_ Classification \_\_\_\_\_

Department of Industrial Relations (DIR) Registration No. \_\_\_\_\_

Note that the information provided above must evidence possession of a valid State of California Contractor's License, Type C-61.

For the following questions, if a joint venture, give information for each of the venturers, by name. Attach additional sheets if necessary.

3. How many years has your organization been in business as a Contractor under your present business name? \_\_\_\_\_

4. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?

As a general contractor? \_\_\_\_\_

As a subcontractor? \_\_\_\_\_

5. Show all the projects your organization has completed during at least the last five years in the following tabulation. If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. (For joint venture work, show the sponsoring individual or company.) Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom
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\_\_\_\_\_  
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6. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

If so, give details. Attach additional sheets if necessary.

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7. In what other lines of business are you financially interested? Attach additional sheets if necessary.

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8. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years. Attach additional sheets if necessary.

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9. Give information below about the relevant experience of the principal individuals of your present organization including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

Individual's Name	Present Position of Office	Years of Construction Experience	Magnitude and Type of Work	In What Capacity
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10. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Percent Complete	Scheduled Completion Date	For Whom Performed
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11. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work. Attach additional sheets if necessary.

Name	Address	Business

12. References: The following bank or banks can provide references as to the financial responsibility of the Bidder: Attach additional sheets if necessary.

A. Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Officer Familiar with Bidder's Account: \_\_\_\_\_

B. Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Officer Familiar with Bidder's Account: \_\_\_\_\_

C. Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Officer Familiar with Bidder's Account: \_\_\_\_\_

13. References: The following surety company or companies can provide references as to the financial responsibility and general liability of the Bidder: Attach additional sheets if necessary.

A. Name of Surety Company: \_\_\_\_\_  
Name of Local Agent (if different): \_\_\_\_\_  
Local Address: Street \_\_\_\_\_  
City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Person Familiar with Bidder's Account: \_\_\_\_\_

B. Name of Surety Company: \_\_\_\_\_  
Name of Local Agent (if different): \_\_\_\_\_  
Local Address: Street \_\_\_\_\_  
City and State: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Person Familiar with Bidder's Account: \_\_\_\_\_

14. Is any litigation pending against your organization? \_\_\_\_\_  
If so, give details. Attach additional sheets if necessary.

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The undersigned bidder represents and warrants that the foregoing information is true and accurate to the best of his/her knowledge and the undersigned intends that County Connection rely thereof in awarding the attached contract.

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Signature of Bidder

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Title

Dated: \_\_\_\_\_, 20\_\_\_\_

**CONTRACT  
FOR STEAM ROOM LIFT REPLACEMENT**

This Contract is made and entered into by and between Central Contra Costa Transit Authority (County Connection), an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500, *et seq.*, and \_\_\_\_\_ (Contractor), a corporation in good standing under the laws of the State of California, as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**RECITALS**

**WHEREAS**, County Connection desires to engage a contractor to perform the STEAM ROOM LIFT REPLACEMENT project, as set forth in Exhibit A and incorporated herein; and

**WHEREAS**, the Contractor desires to furnish such work, and has submitted a bid dated \_\_\_\_\_, 20\_\_\_\_\_, incorporated herein as Exhibit B.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. INCORPORATION BY REFERENCE.** The following documents are hereby incorporated herein by this reference:

Notice Inviting Sealed Bids, Instructions to Bidders and General Conditions, Public Works Provisions, Technical Specifications, including Drawings, and Addenda (if any are issued). Copies of said documents are attached hereto as Exhibit A.

Contractor's Bid forms, as accepted by County Connection. Copies of said documents are attached hereto as Exhibit B. In the event of any conflicts or inconsistencies the following order of precedence shall govern the interpretation of the contract documents:

A. Exhibit A (consisting of Notice Inviting Sealed Bids, Instructions to Bidders and General Conditions, Public Works Provisions, Technical Specifications, including Drawings, and Addenda, if any are issued);

B. Exhibit B (Contractor's Bid Form).

**2. SCOPE OF WORK.** The Contractor shall perform all the work and furnish all the labor, materials, tools, services, and equipment required to complete the STEAM ROOM LIFT REPLACEMENT at County Connection's Concord facility, as more particularly described in Exhibit A. Contractor agrees to provide services to County Connection in accordance with the terms and conditions of this Contract. In the performance of its work, the Contractor represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of contractors with special expertise in STEAM ROOM LIFT REPLACEMENT; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**3. BEGINNING OF WORK AND TIME OF COMPLETION.** After the Contract has been executed by County Connection, and all insurance and bonding documentation has been received by County Connection, the Contractor shall begin work within sixty (60) calendar days from the date on the Notice to Proceed, and shall complete all of the work called for under this Contract within sixty (60) calendar days from commencement of Project.

**4. COMPENSATION.** The Contractor shall faithfully perform all of the work required under this Contract for a total sum of \$ \_\_\_\_\_, as more particularly described in the cost proposal attached and incorporated as Exhibit B (Total Contract Price). The Total Contract Price shall include any and all costs for materials, labor, subcontractors, insurance, taxes, delivery, profit, bonding, warranty and any other element of expense or compensation arising out of the work performed hereunder.

**5. MANNER OF PAYMENT.** County Connection will pay Contractor according to the following Milestone Schedule:

<b>Milestone #</b>	<b>Milestone Description</b>	<b>Percentage of Total Contract Price</b>	<b>Cumulative Percentage</b>
1	<i>County Connection review and acceptance of Project Schedule and Project Implementation Plan.</i>	30%	30%
2	<i>Completion of Installation of System, completion of acceptance testing and training of County Connection personnel.</i>	50%	80%
3	<i>Final Acceptance by County Connection.</i>	20%	100%

Upon successful completion of each milestone set forth above Contractor shall submit an invoice to County Connection. Each invoice/billing statement must include the project name and the milestone number achieved.

County Connection will pay approved invoices/billing statements within 30 calendar days of their receipt. County Connection reserves the right to withhold payment to the Contractor if County Connection determines that the quantity or quality of the work performed is unacceptable. County Connection shall provide written notice to the Contractor within ten (10) business days of County Connection’s decision not to pay and the reasons for non-payment.

Invoices should be sent to: County Connection, Attention Kevin Finn, 2477 Arnold Industrial Way, Concord, CA 94520.

**6. INSPECTION OF SITE OF WORK.** Contractor shall examine carefully the site of work and shall inform itself of the conditions relating to the execution of the work. If the Contractor does not inspect the site, the Contractor is responsible for all site conditions had the Contractor performed a reasonable site inspection.

**7. INSURANCE.**

(a) Types of Insurance



(1) Workers' Compensation. If Contractor employs any person to perform work in connection with this Contract, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Contract by any such employee, Contractor shall deliver to County Connection a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to County Connection.

The policy shall contain a waiver of subrogation in favor of the Central Contra Costa Transit Authority and its directors, officers, representatives, agents and employees.

(2) Commercial General and Automobile Liability Insurance

(A) Commercial General Liability Insurance. Contractor shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance shall include but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Contract; personal injury; products and completed operations, advertising injury liability, and broad form property damage.

(B) Automobile Liability. Contractor shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence and \$2 million in the annual aggregate, for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

(C) Prior to commencing work or entering onto the property, Contractor shall file a Certificate of Insurance with County Connection evidencing the foregoing coverages, including the following endorsements:

(i) The insurance company(ies) issuing such policy(ies) shall give written notice to County Connection of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.

(ii) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Contractor is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by County Connection.

(iii) Such insurance shall include as additional insured the Central Contra Costa Transit Authority and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally. Inclusion of County Connection as additional named insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and County Connection in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**8. FINAL INSPECTION AND ACCEPTANCE.** Upon notice from the Contractor that the work has been completed, County Connection will make a final inspection and provide the Contractor with written notice of final acceptance, if it is determined that the work meets the Contract requirements, or instructions to promptly fix defective work identified at Contractor's sole expense.

**9. GUARANTY OF WORK.** Contractor warrants to County Connection that all materials and equipment furnished under the Contract will be of good quality and new, that the work will be free from defects in material or workmanship, and that the work will conform to the requirements of the Contract. Work not conforming to the Contract requirements may be considered defective.

If, within three (3) years after the date of final acceptance of the work by County Connection, any of the work is found to be defective, the Contractor shall correct it promptly after written notice from County Connection to do so and pay for any damage to other property resulting from the defective work. If the Contractor fails to correct the defective work, County Connection may correct it at the Contractor's expense. Work that is corrected shall be subject to a three-year warranty obligation, commencing on the date the work is corrected and accepted by County Connection.

The requirements of this section relate only to the specific obligation to correct defective work and nothing in this section shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract.

**10. CONDITIONS OF USE AND PRESERVATION OF PROPERTY.** Contractor shall assume full responsibility for protection and safekeeping of the materials and equipment stored on the site. In the event that any stored items or activities of the Contractor interfere with County Connection's operations, the Contractor shall move the items or modify the activities at its expense in accordance with County Connection's direction.

Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities and adjacent property. Any injury to the property of County Connection or any other third party caused by Contractor's operations shall be restored or replaced at Contractor's expense.

**11. LIQUIDATED DAMAGES.** If the Contractor fails to complete the work within the time limit set forth herein, or as may be modified in accordance with this Contract, damage will be sustained by County Connection and it will be impracticable and difficult to ascertain the actual damage County Connection will sustain in the event of such delay. It is therefore agreed that Contractor shall pay liquidated damages for delay (not as a penalty) in the amount of \$500.00 per day until the work is completed. Contractor agrees to pay these liquidated damages, and further agrees that County Connection may deduct this amount from monies due or that may become due Contractor if not paid within seven (7) days of demand by County Connection.

The Contractor will be granted an extension of time and will not be assessed liquidated damages for any delay in the completion of the work caused by unforeseeable causes beyond Contractor's reasonable control and without fault of the Contractor as determined by County Connection. Contractor shall notify County Connection, in writing, within ten (10) days from the beginning of such delay specifying the nature of the delay and the number of days delayed. Failure to submit written notice shall constitute an absolute waiver of any claim for an extension of time and shall be sufficient cause for denial of a request for an extension.

**12. COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the work. In the event Contractor fails to comply with these requirements, County Connection may stop any work until such noncompliance is remedied. No part of the time lost due to any such cessation of the work shall be made the subject of a claim for an extension of time or increase in the compensation.

**13. CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with the Contractor shall be deemed an agent or employee of County Connection. The Contractor is and shall be an independent contractor, and the legal relationship of any person performing services for Contractor shall be one solely between said parties.

**14. ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Contract without the prior written consent of County Connection.

**15. RECORDS.** During the term of this Contract, and for a period of four years after completion of the Contract, Contractor shall permit representatives of County Connection to have access to, examine and make copies, at County Connection's expense, of its books, records and documents relating to this Contract at all reasonable times.

**16. COUNTY CONNECTION WARRANTIES.** County Connection makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

**17. COUNTY CONNECTION REPRESENTATIVE.** Except when approval or other action is required to be given or taken by the Board of Directors of County Connection, the General Manager of County Connection, or the General Manager's designee, shall represent and act for County Connection.

**18. NOTICES.** All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to County Connection:	County Connection 2477 Arnold Industrial Way Concord, CA 94520 Attention: J. Scott Mitchell
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If to the Contractor:	_____ _____ _____ Attention: _____
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The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

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

**20. APPLICABLE LAW.** This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

**21. INTEGRATION.** It is expressly agreed between the County Connection and the Contractor that this agreement expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements and understandings between them regarding the subject matter of this contract.

**22. BINDING ON SUCCESSORS.** All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**23. WAIVER.** Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**24. SEVERABILITY.** If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**25. NO THIRD PARTY BENEFICIARIES.** This Agreement is not for the benefit of any person or entity other than the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

COUNTY CONNECTION

CONTRACTOR

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

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

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_

ATTEST:

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

\_\_\_\_\_

Secretary for COUNTY CONNECTION

APPROVED AS TO FORM

\_\_\_\_\_

Attorney for COUNTY CONNECTION

*\*If Contractor is a corporation, the Contract must be executed by two corporate officers, one from each of the following categories 1) the President, the Vice President or the Chair of the Board, and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

## PUBLIC WORKS PROVISIONS

1. Prohibition Against Contracting with Debarred Subcontractors. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
2. Use Of Subcontractors. Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of County Connection. Contractor shall be solely responsible for reimbursing any subcontractors and County Connection shall have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.
3. Prompt Payment to Subcontractors. Contractor shall pay any subcontractors approved by County Connection for work that has been satisfactorily performed no later than seven (7) days from the date of Contractor's receipt of payments by County Connection. In the event Contractor does not make payments to the subcontractors in accordance with the time period in this section, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.
4. Non-Collusion Declaration. Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by County Connection, which is attached and incorporated herein.
5. Assignment of Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.
6. Third-Party Claims.
  - a. Pursuant to Public Contracts Code Section 9201, County Connection shall have full authority to compromise or otherwise settle any claim relating to the Contract at any time.
  - b. County Connection shall provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.
  - c. County Connection shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision (b).
7. Claims Procedures. Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this section. Claims must be submitted no later than (a) 30 days after contract adjustment procedures under General Conditions 32 are concluded, or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by County Connection; (b) payment by County Connection of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by County Connection.

The Contractor shall furnish reasonable documentation with the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation to support the claim will result in denial of the claim. County Connection reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, County Connection will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. County Connection and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, County Connection must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes County Connection's written statement, or if County Connection fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. County Connection will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, County Connection will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration

pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, County Connection or the Contractor may request a trial de novo.

8. Utility Relocation. Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify County Connection in writing. Where necessary for the work of the Contract, County Connection will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from County Connection, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.
9. Excavation. In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify County Connection promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify County Connection of such conditions prior to disturbing them, and shall await direction from County Connection as to how to proceed. If the Contractor fails to promptly notify County Connection, it waives its claim of a differing site condition for the period between its discovery of the differing site condition and its notification to County Connection. If the Contractor disturbs the site after discovery and before County Connection's investigation, it waives the differing-site condition claim.
10. Trench Safety. For all contracts over \$25,000, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from County Connection, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.
11. Payment Bond. For all contracts over \$25,000, the successful Bidder shall provide a payment bond in the amount equal to one hundred percent (100%) of the Total Contract Price and issued by a California admitted surety. The payment bond shall provide County Connection with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. Full compensation for furnishing the payment bond is included in the Total Contract Price.
12. Contractor's License Requirements and Public Works Registration. Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California law. No Contractor or subcontractor may be listed on a bid unless registered with the Department



of Industrial Relations pursuant to Labor Code Section 1725.5. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

**13. Labor Code Requirements.** In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

A. Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to County Connection, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

B. Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to County Connection an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, County Connection has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County Connection and are available for review upon request.

Pursuant to §1773.2 of the Labor Code, the Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

This Contract is subject to monitoring and enforcement by the Department of Industrial Relations, pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor and all Subcontractors shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

C. Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors.

i. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

- ii. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - b. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to County Connection, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - c. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County Connection, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- iii. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- iv. The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- v. Any copy of records made available for inspection as copies and furnished upon request to the public or County Connection, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.
- vi. The Contractor shall inform County Connection of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- vii. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or County Connection, forfeit \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776

may be deducted from any monies due or which may become due to the Contractor.

viii. The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate 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, or sexual orientation of such persons, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

E. Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

14. Payment of Workers' Compensation. Each Contractor to whom a public works contract is awarded shall sign and file with County Connection the following certification, provided with the Bid Forms, prior to performing the work of the contract:

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

15. Examination and Audit of Records (Gov. Code section 8546.7). Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this contract, which shall be subject to audit or inspection by County Connection or the State Auditor during this period.

16. Notice of Taxable Possessory Interest (Rev. and Taxation Code section 107.6). In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which the Contractor will be responsible.

## INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

- 1. DEFINITION OF TERMS.** Whenever in the bid or Contract Documents the following terms or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

"Central Contra Costa Transit Authority" or "County Connection" means Central Contra Costa Transit Authority.

"Board", "Directors" or "Board of Directors" means Central Contra Costa Transit Authority Board of Directors.

"General Manager" means the General Manager of Central Contra Costa Transit Authority or his properly authorized representative or agent.

"Contractor" means the successful bidder to whom a contract is awarded.

"Written Order" means a written order signed by the General Manager, or his properly authorized representative or agent, mailed to the Contractor at the address designated in its bid or to such other address as it may designate in writing as its official place of business.

"Bid Documents", "Bid Forms", "Contract Documents" and cognate terms mean the Notice, Instructions to Bidders and General Conditions, Scope of Work and Special Conditions, Bid Form, and Addenda, if any, Notice of Award and Contract.

"Notice" means notice published requesting bids.

"Days" means calendar days unless otherwise specified.

- 2. CANVASS OF BID.** County Connection reserves the right to postpone bid openings for its own convenience. At the hour specified in the Notice to Bidders, or by County Connection upon postponement of the time originally set for bid opening, County Connection, in open session, will open, examine, read and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. All current State and local COVID-19-related health orders will be enforced.

The lowest responsive responsible bidder will be determined by the total price listed in Item I of the Bid Form. Sales taxes included in the total price must be separately stated.

- 3. SCOPE OF WORK.** It is the intent of County Connection to have the contractor furnish and install the necessary labor and materials to replace the steam room lift at the Maintenance Building per the technical specifications of this bid package and the Contractor's bid.

- 4. PRE-BID MEETING AND JOB WALK.** A pre-bid meeting will be conducted on May 26, 2022, at 10:00 a.m. at the County Connection Maintenance Building located at 2477 Arnold Industrial Way, Concord, CA 94520. This will be followed by a job walk on the same day to physically inspect the jobsite and further clarify the Scope of Work. All bidders are strongly encouraged to attend this meeting. All current State and local COVID-19-related health orders will be enforced.

## 5. REQUESTS FOR APPROVED EQUALS, MODIFICATIONS OR CLARIFICATIONS.

- A. Request for Interpretation or Correction. Prospective bidders must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a bid for the proposed contract, to submit to County Connection a request in writing, before bidding, for an interpretation or correction of every discrepancy, ambiguity, error or omission in any of the Contract Documents which should have been discovered by a reasonably prudent bidder.

Any interpretation, change or correction of said Contract Documents will be made by posted on County Connection's website at: [countyconnection.com](http://countyconnection.com). Copies of such addenda will be mailed or delivered upon request only. Such addendum will become a part of the Contract Documents, and binding on all bidders whether or not actual notices of such addenda are shown.

- B. Requests for Approved Equals. It is understood that specifying a brand name, or specific types of components and/or equipment in these specifications shall not relieve the bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The bidder is responsible for notifying County Connection of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A bidder may, at its option, use any equipment, material, article, or process, which, in the judgment of County Connection, is equal to that designated. To do so a bidder shall furnish at its own expense, all test results, technical data and background information required by County Connection in making the determination as to whether the proposed equipment, material, article or process, in the judgment of County Connection, is equal to that designated.

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

- C. Approved Equal Procedures.
- a. Requests for Approved Equals must be received by County Connection on the form provided, in writing, no later than May 31, 2022, 5:00 p.m. No such requests will be considered by County Connection if received after this date. Any request for an Approved Equal must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal. All Requests for Approved Equals shall be emailed to County Connection's Chief Operating Officer, Scott Mitchell, at [mitchell@cccta.org](mailto:mitchell@cccta.org), or County Connection's Facility Superintendent, Steve Muhlestein, at [muhlestein@cccta.org](mailto:muhlestein@cccta.org).
- b. County Connection's reply to requests received pursuant to Paragraph a. above, will be posted on [countyconnection.com](http://countyconnection.com) by June 7, 2022. Failure to respond by that date shall be deemed to be a denial of the request. County Connection reserves the right to postpone bid opening for its own convenience.

D. Interpretations or Corrections Binding. Only the written interpretation or correction by addenda by County Connection shall be binding. Any oral modifications of the Contract Documents are void and ineffective.

6. **BRAND NAMES.** To establish a basis for quality, certain materials, processes, types of machinery and equipment, or kinds of materials may be specified in the Bid Documents, either by description of process or by designating a manufacturer by name and referring to its brand or product designation, or by specifying a kind of material. Wherever such names appear, the term "or approved equal" is considered to follow. It is not the intent of these Bid Documents to exclude other processes, equipment or materials of equal value, utility or merit provided they are approved, in writing, by County Connection.

Specifying a brand name, materials, components and/or equipment in the specifications shall not relieve the bidder from its responsibility to produce the product in accordance with the contractual requirements. The bidder is responsible for notifying County Connection of any inappropriate brand names, materials, components or equipment that may be called for in the specifications and to propose a suitable substitute. Nothing in this section shall limit or restrict the provisions regarding the warranty of fitness set forth in the Contract Documents.

7. **SPECIFICATIONS.** Prime Contractors and subcontractors may make appointments to discuss the specifications and inspect the work site. Changes to the specifications will be made only by written addendum executed by the Manager of Grants and Purchasing. In no event shall oral modifications be binding upon County Connection.

No advantage shall be taken by the bidder in the omission of any parts or details which go to make the services, materials, supplies and/or equipment to be procured complete and ready for service, even though such parts or details are not mentioned in the specifications. All units for parts not herein specified shall be the manufacturer's standard units.

8. **BIDDING PROCEDURES.** The following shall apply:

- A. All bids shall remain in effect for sixty (60) days from presentation to the Board of Directors.
- B. County Connection reserves the right to postpone bid opening for its own convenience and to reject any and all bids.
- C. Changes to the specifications will be made by written addendum and posted at countyconnection.com executed by the Manager of Grants and Purchasing. Oral modifications are not binding on County Connection.
- D. Requests for clarifications of specifications and protest of specifications must be received by County Connection, in writing, not less than fifteen (15) full days before the date of scheduled bid opening. Any protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence in support of the specification protest.
- E. County Connection's replies to requests will be posted at least five (5) full days before the date scheduled for bid opening at countyconnection.com.
- F. It should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve the supplier from its responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying County Connection of any inappropriate brand

names, component and/or equipment that may be called for in the specifications and to propose a suitable substitute for consideration.

G. Conditional bids, or those which take exception to the specifications, will be considered non-responsive and **will** be rejected.

H. Bids must be submitted on the form provided. Bids submitted in any other form will be considered non-responsive and **will** be rejected.

**9. BID FORM AND SIGNATURE.** The bid shall be made on the form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole owner, it shall be signed with his/her full name and his /her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given. If the bidder is a corporation, two corporate officers must sign on behalf of the corporation as follows:

(1) one signature must be that of the chairman of the board, president or vice-president; and (2) the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. Alternatively, this bid may be executed by a single officer or a person other than an officer provided that evidence satisfactory to County Connection is provided demonstrating that such individual is authorized to bind a corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by-laws). If the bid is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authority to do so. Bids submitted in any other form will be considered non-responsive and **will** be rejected.

**10. BID.** Blank spaces in the bid shall be properly filled. The phraseology of the bid must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. If the unit price and the total amount named by a bid for any item do not agree, the unit price alone will be considered as representing the bidder's intention. Bids must be submitted on the form provided. Bids submitted in any other form will be considered non-responsive and **will** be rejected.

**11. BIDDER'S SECURITY. Bidder's Security shall be submitted with bids in an amount specified in the Bidder's Security. The following forms are acceptable:**

A. An unconditional Certified or Cashier's Check on a solvent bank, payable to the order of Central Contra Costa Transit Authority; or

B. A Bidder's Bond, using the form entitled "Bidder's Bond," provided with the bid documents, and properly executed and acknowledged by the bidder and by an admitted corporate surety authorized and admitted to transact such business in the State of California and acceptable to County Connection.

C. An Irrevocable Standby Letter of Credit, which is available upon bidder's demand when accompanied by a signed statement from an Officer of County Connection, stating that the amount drafted is due to County Connection because of failure to enter into a written contract awarded to it by County Connection, or to furnish the requisite bond(s) or insurance certificates within the time and in the manner required by the Contract Documents and Specifications. This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

Any condition or limitation placed upon said check or any alteration of said form of bond, or imperfection in the execution thereof, as herein required, will render it informal and may at the

option of County Connection, result in the rejection of the bid under which such check or bond is submitted. Said check or bidder's bond shall be a guarantee that the bidder will not withdraw its bid or, if awarded the contract, will execute the required contract and bonds within fifteen (15) days after such contract has been awarded to it or such additional time as may be allowed by County Connection. If the bidder withdraws its bid or fails or refuses to execute the required contract and bonds within said time, the money and proceeds from the check or bond, as the case may be, shall be applied towards payment of the damage to County Connection on account of the delay in the execution of the contract and bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable proposal, resulting from such failure or refusal to execute the contract and bonds as required. The amount of the check or bond, as the case may be, shall not constitute a limitation upon the right of County Connection to recover for the full amount of such damage. The check or bond of the successful bidder and the next two highest bidders will be returned after the execution of the contract with the successful bidder and the approval of its bonds by County Connection. The checks or bonds of all other bidders will be returned promptly after the bids have been opened and reviewed by County Connection.

12. **CONDITIONED BID.** Unauthorized conditions, limitations or provisions attached to a bid will render the bid non-responsive and may cause its rejection. No telegraphic bids or modifications will be considered.
13. **ALTERNATIVE BID.** Submission of alternative bid, except as specifically called for in the specifications or bid forms, will render the bids non-responsive and will cause their rejection.
14. **SUBMISSION OF BID.** Prior to the hour specified in the notice inviting sealed bids, all bids shall be delivered to the Chief Operating Officer at the address shown in the Notice to Bidders. All bids shall be in a sealed envelope properly endorsed as to "STEAM ROOM LIFT REPLACEMENT", project number, and opening date. Bids received after said time or at any place other than the time and place stated in the notice will not be considered.
15. **WITHDRAWAL OF BID.** A bidder may withdraw its bid before the expiration of the time during which bids may be submitted, without prejudice to itself, by submitting a written request for its withdrawal to the officer who holds the bid.
16. **FIRM BID.** All bids shall remain in effect for sixty (60) days from presentation of bid to the Board of Directors of County Connection.
17. **TAXES.** The supplies, materials or equipment called for under the specifications will be used by County Connection in the performance of a governmental function and are exempt from taxation by the United States Government. County Connection will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. State sales or use tax shall be included in the bid price.
18. **INSPECTION BY BIDDER AND WAIVER.** The bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Contract Documents; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Contract Documents. The bidder waives any claim for the return of its bid deposit if on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.
19. **REJECTION OF BID.** County Connection may reject any and all bids and will reject a bid of any party who has been delinquent or unfaithful in any former contract with County Connection. The right is reserved to reject any or all bids, and to waive technical defects, as the interests of



County Connection may require. County Connection may reject bids from bidders who cannot satisfactorily prove the experience and qualifications outlined in Paragraph 11 of the Instructions to Bidders and General Conditions.

**20. BASIS OF AWARD, EXECUTION AND DELIVERY.**

- A. The contract, if awarded by County Connection, will be awarded to the lowest responsive and responsible whose bid complies with the requirements prescribed, based upon a comparison of the total cost shown on the Bid Form (TOTAL PRICE).
- B. Sole Bid.
  - i. In the event a single bid is received, County Connection may conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached hereto.
  - ii. Where it is impossible to obtain a valid price analysis, it may be necessary for County Connection to conduct a cost analysis of the bid price.
  - iii. The price and/or cost analysis shall be made by competent and experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient.
- C. Award of Contract. County Connection will make the award or rejection within sixty (60) days after submission of the bids and will transmit contract documents within a reasonable time thereafter.
- D. Execution of Agreement. The form of Agreement that the successful bidder, as Contractor, will be required to execute and the bonds and certificates of insurance coverage that are required shall be provided within fifteen (15) days after the award of the bid. All bonds and policies or certificates of insurance shall be approved by the General Manager before the successful bidder may proceed with the work. Failure or refusal to furnish bonds or insurance policies or certificates in the form satisfactory to the General Manager shall be just cause for the annulment of the award and the forfeiture of the bidder's security.
- E. Final Approved Specifications. The final approved specifications must be adhered to by all bidders.
- F. Contract Commencement Date. The contract commencement date shall be the date of "authorization to proceed." "Authorization to proceed" shall be issued the day after insurance certificates and bonds are received by County Connection. Notification of award and "authorization to proceed" shall be made to the successful bidder in writing by County Connection.

## 21. PROTEST PROCEDURES.

### A. Specifications Protest

- i. Submission of Protest; Initial Procedures. Protests based upon alleged restrictive specifications, improprieties in the bidding procedure or contract specifications, which are apparent or reasonably should have been discovered prior to bid opening, shall be filed by the bidder and received in writing by County Connection not later than five (5) working days before bid opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions to County Connection that reasonably could have been raised, County Connection will not consider such new grounds or evidence in the determination on the protest. Where the determination could affect bid responses, an appropriate extension of the bid opening date may be granted. The protest will be considered in the manner described below.
- ii. Notice of When Protest Will be Considered; Appropriate Reviewing Party. A protest based upon alleged improprieties that are apparent or which reasonably should have been discovered prior to bid opening will not be considered by the General Manager unless the protestor has submitted its protest to County Connection in accordance with Subsection i, above.
- iii. Reviewing Party. A protest based upon specifications or alleged improprieties in the bidding procedure will be reviewed by the General Manager. Upon the submission of a protest to County Connection, the initiating Department will advise the protestor and all other bidders for the subject contract, in writing, that the General Manager will consider the protest. The General Manager shall consider the protest on the basis of the written protest and upon recommendation of staff and Legal Counsel and shall issue a final written decision. The General Manager's decision shall be final.

### B. Award Protest

- i. Submission of Protest; Initial Procedures. Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to bid opening, such as disputes over the staff recommendation for contract award, shall be submitted in writing to County Connection within forty-eight (48) hours from receipt of the notice from County Connection advising of the staff's recommendation for award of contract.
- ii. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised, County Connection will not consider such new grounds or evidence in the determination on the protest. Staff shall analyze the protest and develop a recommendation. The protest will be considered in the manner described below.
- iii. Notice of When Protest Will be Considered; Appropriate Reviewing Party. A protest based upon the award of the contract will not be considered by the appropriate reviewing party unless the protestor has submitted its protest to staff in accordance with subsection i, above.
  - a. Contracts valued up to and including \$100,000. Protests involving a contract valued up to and including \$100,000 will be reviewed by the

General Manager. Upon the submission of a protest to County Connection, the initiating Department will advise the protestor and all other bidders for the subject contract, in writing, that the General Manager will consider the protest. The General Manager shall consider the protest on the basis of the written protest and upon recommendation of staff and Legal Counsel and shall issue a final written decision. The General Manager's decision shall be final.

**FAILURE TO COMPLY WITH THE RULES SET FORTH HEREIN MAY RESULT IN REJECTION OF THE PROTEST.**

22. **STATEMENT OF EXPERIENCE AND QUALIFICATIONS.** The bidder may be required, upon request of the General Manager, to prove to the General Manager's satisfaction that the bidder has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.

In addition, to be deemed a responsive bidder, the bidder must have adequate engineering and service personnel and facilities to satisfy any engineering or service problem which may arise during the warranty period.

23. **NON-COLLUSION DECLARATION.** By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder. The Non-Collusion Declaration form found with the Bid Form shall be completed and returned with the Bid package.
24. **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 parties, then the contract so awarded shall be null and void; and the Contractor and its bondsmen shall be liable to County Connection for all loss or damage which County Connection may suffer thereby; and the Board of Directors may advertise for a new contract for said labor, supplies, materials or equipment.
25. **PROHIBITED INTEREST.** Contractor represents that to the best of its knowledge, no Board Member, officer, or employee of County Connection has any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of Contractor. And if any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to County Connection, 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 County Connection or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds there from.
26. **INTEREST OF COUNTY CONNECTION PERSONNEL.** By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, agent or employee of County Connection, is in any manner interested directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title 1 (commencing with Section 1090) of the Government Code of the State of California.

- 27. TIME FOR EXECUTION OF CONTRACT AND FILING PERFORMANCE AND PAYMENT BONDS.** The bidder to whom award is made shall execute the written contract with County Connection, on the form of contract of County Connection, submit the required Insurance Certificates, and furnish a good and approved performance and payment bonds as herein required within fifteen (15) days after receiving the forms of contract and bonds for execution. If the bidder to whom award is made fails to enter into the contract as herein provided and to furnish said performance and payment bonds, the award will be annulled, and an award may, in the discretion of the Board, be made to the bidder whose bid is next most acceptable in the opinion of the Board of Directors of County Connection; and such bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 28. EXECUTION OF CONTRACT, MANNER OF.** If the Contractor is an individual, the Contract shall be executed by him/her personally. If the Contractor is a partnership, it is desirable that the Contract be executed by all of the partners, but it must be executed by at least one of them. Alternatively, this bid may be executed by a single officer or a person other than an officer provided that evidence satisfactory to County Connection is provided demonstrating that such individual is authorized to bind a corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by-laws.). If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do.
- 29. PAYMENT AND PERFORMANCE BONDS.** The bidder to whom the Contract is awarded shall furnish the following bonds ("Contract Bonds"):
- A. Performance Bond, in an amount not less than one hundred percent (100%) of the Contract price, to secure faithful performance of the Contract and the guarantees against defective workmanship, materials, or both during the warranty period following final acceptance of the work by the County Connection.
  - B. For contracts over \$25,000, a Payment Bond, in an amount not less than one hundred percent (100%) of the Contract price to secure payment of all persons supplying labor and materials for the construction of the work.

Contract bonds shall be on the forms contained in the Bid Documents and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to County Connection.

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

- 30. ADDITIONAL SURETIES.** If at any time during the continuance of the contract, the sureties, or any of them, shall, in the opinion of County Connection become irresponsible, County Connection shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of County Connection within ten (10) days after notice.
- 31. CHANGES OF CONTRACT BY CONTRACTOR.** If the Contractor, on account of conditions developing during the performance of the contract, finds it impracticable to comply strictly with the specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to County Connection and if without additional cost to County Connection. Any additional material costs required pursuant to the scope of work shall be paid to the Contractor as agreed by the parties.
- 32. CHANGES OF CONTRACT BY COUNTY CONNECTION.** In case any work, materials or equipment shall be required which are not mentioned, specified or indicated, or otherwise

provided for herein, the Contractor shall, if ordered in writing by the Manager of Grants and Purchasing, do and perform such work and furnish such materials or equipment, at a price agreed to by the parties.

- 33. DOCUMENTS INCORPORATED AS PART OF CONTRACT.** The Notice, Invitation to Bidders, Instructions to Bidders and General Conditions, Bid, Technical Specifications, Special Conditions (if any) and Addenda, if any, will be incorporated as part of the contract.
- 34. STATEMENT OF FINANCIAL ASSISTANCE.** This contract may be based on a financial assistance contract between County Connection and the U.S. Department of Transportation and may be subject to the laws and regulations governing use of such funds. In such event, Contractor shall familiarize itself with such laws and regulations and comply therewith.
- 35. DELIVERY.**
- A. The steam room lift needing replacement is located at County Connection's facility in Concord, California. Contractor shall assume all responsibility and risk of loss incident to said work until acceptance by County Connection.
  - B. In case the delivery of material under this contract shall be necessarily delayed because of strike, injunctions, government controls, or by reason of any other cause of circumstances beyond the control of the contractor, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the successful bidder and County Connection.
  - C. Work shall commence within sixty (60) calendar days following the receipt date on the Notice to Proceed, and completed within sixty (60) calendar days from commencement of work.
  - D. Acceptance by County Connection shall be understood to occur only subsequent to final quality control inspection by responsible assigned employees of County Connection. County Connection will notify the Contractor, in writing, within fifteen (15) days after completion of the installation whether it has or has not been accepted. A letter of non-acceptance will furnish details of defects, deficiencies and damage.
- 36. EXTENSIONS OF TIME.** Granting of or acceptance of extensions of time to complete the performance by the Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of the contract.
- 37. FAILURE TO COMPLETE CONTRACT.** In case of failure on the part of the Contractor to complete its contract within the specified time or within an authorized extension thereof and the contract may be terminated, and County Connection shall, in such event, not thereafter pay or allow to contractor any further compensation for any labor, supplies or materials furnished by it under said contract; and the Board may proceed to complete such contract either by re-letting or otherwise and Contractor and its sureties shall be liable to County Connection for all loss or damage which it may suffer on account of Contractor's failure to complete its contract within such time.
- 38. TERMINATION.**
- A. County Connection may, subject to the following provisions, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- i. If Contractor fails to deliver and/or install materials and equipment or to perform services as provided for herein within the time specified herein or any extension thereof; or
    - ii. If Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract, in accordance with its terms and, in either of these two circumstances, does not rectify such failure within a period of ten (10) days (or such other period as County Connection may authorize in writing) after receipt of written notice from County Connection specifying such failures.
  - B. County Connection may also terminate the contract at any time by giving the Contractor thirty (30) days' notice thereof.
  - C. Notice of termination shall be given by certified mail or personal service to the Contractor at the address specified in the Contract Documents as amended in writing.
  - D. If County Connection terminates the contract in whole or in part, as provided in subparagraph (A) above, County Connection may procure materials and equipment and contract for services similar to those so terminated; and Contractor shall be liable to County Connection for any excess costs for such similar materials and equipment and services.
  - E. Upon termination, Contractor shall submit a written closing statement to County Connection to specify the costs of materials and equipment delivered to County Connection and installed, and the costs of services actually performed to the date of termination for which Contractor has not been previously paid.
  - F. County Connection may deduct any excess costs incurred under subparagraph (D) above, and any liquidated damages under Paragraph 41 of the Instructions to Bidders and General Conditions, from the amount set forth in the Contractor's closing statement. Upon payment of the amount found due, County Connection shall be under no further obligation, financial or otherwise to Contractor except, and only to the extent of, any obligations imposed by Contractor's continued performance under subparagraph (G) below.
  - G. The Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.
  - H. Contractor shall not be liable for excess costs if acceptable evidence has been submitted to County Connection that failure to perform the Contract giving rise to such costs was due to causes beyond the control and without the fault or negligence of the Contractor.
- 39. PAYMENTS.** One hundred percent (100%) of the contract price for the complete work furnished under these specifications will be paid to the Contractor within sixty (60) days after delivery to and issuance of final acceptance by County Connection as herein provided and after the final invoice covering the specified work has been presented to County Connection by Contractor. No progress payments will be considered on this project.
- 40. WAIVER.** The waiver by any party of a breach of this contract shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or different provision of this contract.
- 41. LIQUIDATED DAMAGES.** In the event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the Contract Documents, or

beyond authorized extensions thereof, damage will be sustained by County Connection. It is and will be impracticable to determine the actual amount of damage by reason of such delay. It is, therefore, agreed that County Connection shall be paid liquidated damages in the amount of \$500.00 for each and every day that the completion extends beyond the delivery date. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of Contractor, an extension of time without liquidated damage liability shall be granted by County Connection upon a proper showing and finding by County Connection that the extension is justified. Contractor shall have the burden of showing that the delay was beyond its control. The findings by County Connection shall be final and conclusive.

42. **DEFECTIVE OR DAMAGED WORK.** Any work, material, equipment or supplies found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the Contractor without additional cost to County Connection.

If the Contractor shall fail to comply promptly with any order of the General Manager to repair, replace or correct damaged or defective work, then the General Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due the Contractor.

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

43. **ASSIGNMENT.** The contract may not be assigned, transferred, conveyed, sublet or otherwise disposed of without prior consent in writing of the General Manager and the Contractor.
44. **COMPLIANCE WITH LAWS AND REGULATIONS.** All materials and supplies furnished pursuant to these specifications shall comply with the laws and regulations of the State of California and the United States of America. Contractor shall, if requested by County Connection, supply certification and evidence of such compliance.
45. **LAW OF CALIFORNIA.** The contract hereunder shall be governed by the laws of the State of California.
46. **WARRANTY OF TITLE.** Contractor warrants to County Connection, its successors and assigns that the title to the materials, supplies or equipment covered by the contract, when delivered to County Connection or to its successors or assigns, is free from all liens and encumbrances.
47. **WARRANTY OF FITNESS.** 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.
48. **WARRANTY OF MERCHANTABILITY.** Contractor warrants that the goods are merchantable in accordance with Section 2314 of the Commercial Code of the State of California.

In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, County Connection does not waive any warranty, either express or implied, in Sections 2312 to 2315, inclusive, of the Commercial Code of the State of California or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

49. **WARRANTY OF PRODUCT.**

A. The Contractor warrants each material or equipment supplied, including all equipment and accessories installed thereon by the Contractor to be free from defects in design,

material and workmanship for a period of three (3) years after completion of the work is accepted by County Connection.

- B. In the event that during the warranty period repairs, modifications, or both, on said building are made necessary by defective installation by the contractor, and the Contractor's inability to provide the proper repair, the delay extending beyond the end of the warranty period, such delay shall not be considered in computing the warranty period, and the same warranty will remain in effect as if the repair or modification was still within the warranty period, said warranty being extended by the period of delay.
  - C. Nothing in these requirements, conditions, or specifications, including County Connection's right to a complete inspection, shall constitute a disclaimer to or limit, negate, exclude or modify in any way any warranty provided hereunder.
  - D. Should any item of material or equipment become inoperable or broken in normal use or exhibit leakage of any kind within the three (3) year warranty period, the item of material or equipment will be considered defective and shall be repaired or replaced at no cost to County Connection. While the defective item of material or equipment is in the possession of the Contractor for repair, the Contractor shall furnish a substitute item of material or equipment for County Connection's use. Repair costs and replacement costs for the purpose of this warranty provision shall include freight or postage costs.
- 50. CONTRACTOR'S INDEMNITY.** The Contractor shall defend, indemnify, and save harmless County Connection and its representatives (as defined below) (collectively "Indemnitees") from any and all claims, demands, causes of action, damages, costs, suits, regulatory fines, or other actions of every name, kind and description (collectively "Claims") brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor and its subcontractors); or damage to property; or economic damage from any cause whatsoever arising out of, connected to, or in any way related to the Contractor's work (including the work of its subcontractors) or performance of this Contract, including any breach of any provision of this Contract, except to the extent that such Claims were caused by the active negligence of County Connection or other Indemnitee or such indemnification is otherwise prohibited under applicable law. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil code and as set forth below. This indemnification shall extend to Claims arising after the work is completed and accepted. No inspection by County Connection of Contractor's work shall be deemed a waiver by County Connection of full compliance with the requirements of this section by the Contractor.
- 51. RISK OF LOSS.** All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the work, or 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.
- 52. RECORDS.** Contractor shall maintain full and adequate books, records and accounts to show the actual time devoted and costs incurred by it with respect to performance of services under this agreement; provided that said books, records and accounts shall be kept in accordance with generally accepted accounting principles.
- 53. SUBCONTRACTS.** Contractor shall not subcontract all or any portion of its services under this agreement without the prior written approval of the Manager of Grants and Purchasing, and any attempt thereat shall be void and unenforceable. 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 Contractor and that County Connection shall have no obligation to them.

54. **AUDIT.** Contractor shall permit County Connection and its authorized representatives and regional, state, and Federal grantors and their authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this agreement and shall provide such assistance as may be reasonably required in the course of such inspection. County Connection further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this agreement; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this agreement or after all other pending matters concerning this agreement, if any, are closed, whichever occurs later.
55. **DISADVANTAGED BUSINESS ENTERPRISES.** County Connection, as a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a DBE Program in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

It is County Connection's policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to County Connection's construction, procurement and professional services activities. To this end, County Connection has developed procedures to remove barriers to DBE participation in the bid and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with County Connection in meeting these commitments and objectives.

Pursuant to U.S. DOT Regulations 49 CFR Part 26, the Contractor is required to make the following assurance in its agreement with County Connection and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

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

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

In addition to and in accordance with the federal DBE Regulations (49 CFR Part 26.39), County Connection has implemented a small business element, as part of its DBE Program. County Connection encourages the participation of Disadvantaged Business Enterprises (DBEs) for contracting and subcontracting opportunities available at County Connection. Disadvantaged Business Enterprises (DBEs) are often eligible for certification as Small Business Enterprises (SBEs); therefore, County Connection also encourages the participation of certified SBEs, who meet the current SBA business size standard and whose average annual gross receipts over the previous three fiscal years do not exceed \$26.29 million. A currently certified DBE is presumed eligible to participate in the small business element of the County Connection DBE program. County Connection will not accept certifications/verifications by agencies that allow companies to self-certify as small businesses. County Connection's DBE Officer is available to assist bidders with identifying subcontracting opportunities, and DBE and SBE resources.

A completed and signed List of Prime Contractor and Subcontractors/Suppliers form must be submitted with the bid. This form includes information about the Bidder and all subcontractors/suppliers that provided a bid, quote or proposal. DBE firms listed must be currently certified by the California Unified Certification Program (UCP) or the firm's home state UCP.

County Connection's DBE Officer maintains a resource list of organizations that promote DBE and SBE participation in contracts. The California UCP Directory is located on the Internet and includes certified DBE firms that provide construction, professional and other services, and materials, supplies and equipment. Bidders are encouraged to use the UCP Directory to contact subcontractors and suppliers. The UCP directory does not in any way prequalify the listed firms with respect to licensing, bondability, competence or financial responsibility. The resource list and information from the UCP DBE Directory will be provided upon request.

Where the successful Contractor has indicated that DBE or SBE firms will be utilized under this contract, Contractor shall submit to the DBE Officer periodic progress and participation reports documenting that DBE or SBE utilization. These reports shall be prepared and certified correct by the Contractor or its authorized representative. The DBE reporting forms to be used for this purpose will be furnished by the DBE Officer after award of contract.

The selected Contractor shall maintain records to verify applicable DBE and SBE participation. Such records shall show the name and business address of each DBE and SBE participating in the contract, the total dollar amount actually paid each DBE and SBE, and the date of payment. Contractor shall retain all records concerning DBE and SBE participation under this contract for not less than three years.

Contractor shall not make substitutions of previously approved DBE or SBE subcontractors or suppliers without prior written approval from County Connection.

County Connection reserves the right to request additional information regarding DBE and SBE participation in this Contract. Failure to submit the requested information and/or documentation within the times stated shall make the Bidder ineligible for award.

Any Bidder who would like additional information regarding DBE and SBE participation on this contract or County Connection's DBE Program, may contact Kristina Martinez, DBE Officer, at 2477 Arnold Industrial Way, Concord, California 94520, (925) 680-2031.

- 56. EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the performance of this contract, the Contractor shall provide equal employment opportunity for all employees and applicants for employment without regard to their race, color, religious creed, national origin, ancestry, sex, age, physical or mental disability, medical condition, marital status, veteran's status, sexual orientation, gender identity, or genetic information, consistent with federal, state, and local laws in consideration of an award.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship.

- 57. SAFETY AND HEALTH STANDARDS.** It is the condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards promulgated by the U.S.

Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

**58. CIVIL RIGHTS REQUIREMENTS.** The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical or mental disability, medical condition, marital status, veteran's status or sexual orientation. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical or mental disability, medical condition, marital status, veteran's status or sexual orientation.. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) 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.

**59. QUALITY OF CONSTRUCTION.** All materials or parts not herein contained or specified shall be of the manufacturer's standard and shall conform in materials, design, or workmanship to the best practice known in the building trades. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted.

**60. RIGHT TO INSPECT.** County Connection representatives, upon approval by the Contractor, shall have the right and shall be at liberty to inspect, with the cooperation of the Contractor, the contractor's facility and workmanship during the performance process, and shall have the right to reject all materials and workmanship which do not conform with the specifications. County Connection is under no duty to make such inspection and whether such inspection is or is not made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications. All reports shall be submitted to the Contractor. Any inspection visit shall take place during normal business hours.

County Connection shall have full power to reject or condemn any materials furnished, or work performed, under the contract which does not conform to the terms and conditions set forth in the Contract Documents.

**61. DISCREPANCIES.** Whenever in the Contract Documents an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals so given, the unit prices shall prevail.

**62. INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and not an employee of County Connection and has no authority to contract or enter into any agreement in the name of County Connection. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this contract. Contractor shall be fully responsible for all matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this contract.

**63. INTERPRETATION.** County Connection's determination of meaning and intent of any ambiguities in this contract shall be final and conclusive, except that such decision shall not preclude the Contractor from exercising its rights and remedies under the law.

**64. CORRESPONDENCE.**

- A. All correspondence must show County Connection's project number: 2022-MA-02
- B. For further information or to view the project site, prospective bidders may contact Kevin Finn at (925) 680-2087 between the hours of 9:30 a.m. to noon, and 1:00 to 5:00 p.m., Monday through Friday, holidays excepted. All requests for clarification and general questions should be emailed to Kevin Finn at [finn@cccta.org](mailto:finn@cccta.org).

**65. TIME OF ESSENCE.** Time is of the essence in this contract. Refer to General Condition Paragraph 41-Liquidated Damages.

**66. INSURANCE PROVISIONS.**

Refer to Contract, Section 7.

**67. ACCEPTANCE OF CONTRACT.** When County Connection's designated staff person has made the final inspection of the Contractor's work and determined that the work has been completed in all respects in accordance with the bid documents, he or she will recommend that County Connection formally accept the contract.

**68. MEASUREMENT AND PAYMENT.** The Contractor shall accept the compensation, as provided in the Contract Documents, as full payment for: furnishing all labor, materials, tools, equipment, disposal and incidentals necessary to the completed Work; performing all Work contemplated under the contract; 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; expenses incurred in consequence of the suspension or discontinuance of the Work as specified in the Contract Documents; and for completing the Work according to the Contract Documents. 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. No compensation will be made for loss of anticipated profits. Increased or decreased Work involving Change Orders will be paid for as provided in those documents.

**69. IFB SCHEDULE.** Listed below is the IFB schedule which outlines pertinent dates of which bidders should make themselves aware:

A. Date of Issuance – MAY 19, 2022

B. Pre-Bid Meeting - 10:00 AM, MAY 26, 2022

C. Deadline for Requests for Approved Equals, Modifications, or Clarifications - 5:00 PM, MAY 31, 2022

D. County Connection's response to Requests for Approved Equals, Modifications or Clarifications - JUNE 7, 2022

E. Bid Opening Date - 2:00 PM, JUNE 15, 2022

**70. INSPECTION OF WORK.** Unless otherwise stated in the specifications, County Connection shall perform all required inspections. All work is subject to inspection and approval of the Project Manager or their designee. The Contractor shall notify the Project Manager at least one (1) working day before inspection is required. The Project Manager shall at all times have access to the work during its construction at shops and yards as well as the project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.

**Inspections will occur Monday through Friday, 8:00 AM to 3:30 PM.**

**Final Completion**

After the Contractor has completed the work on the punch list (if any), the Contractor may make a written request for final inspection.

**71. ACCEPTANCE OF WORK**

**A. Substantial Completion**

When the Contractor gives notice to County Connection that the work is substantially complete, County Connection will inspect the work to determine if it is substantially complete and will prepare a comprehensive punch list of items to be completed or corrected before final acceptance. The Contractor shall proceed promptly to correct items on the punch list. Failure to include an item on the punch list does not alter the responsibility of Contractor to complete all the work in accordance with the Contract Documents. If subsequent inspections by County Connection disclose additional items needing correction, whether or not included on the initial punch list or not, those items must also be completed.

**B. Final Acceptance**

Final Acceptance shall occur when County Connection determines that the work is fully completed and in accordance with the Contract Documents. Final acceptance by County Connection will be made in writing and promptly after the Work has been fully completed with final inspection made.

**72. PROJECT SCHEDULE**

**A. Notice to Proceed**

Following receipt of a signed contract, bonds and insurance, County Connection shall issue the Contractor a Notice to Proceed, provided that the documents are acceptable to County Connection. Unless stated otherwise, the contract time shall commence upon the receipt date on the Notice to Proceed.

**B. Commencement of Work**

Work shall commence within sixty (60) calendar days following the receipt date on the Notice to Proceed, and shall be diligently prosecuted to completion within the time required in the IFB.

**C. Subcontracting**

Unless otherwise indicated by the contract documents, there is no minimum requirement as to the amount of work that must be performed by the prime contractor's own forces.

**D. Completion Date**

County Connection has set a deadline of sixty (60) calendar days from commencement of Project for Project completion.

### 73. TECHNICAL SPECIFICATIONS

#### **General Scope of Work:**

Remove and dispose of one Mohawk scissors lift located in the County Connection Steam Room bay. Install one new Rotary model V64-28 S MG. The new Rotary lift will be on-site. Installation shall be complete and include start up, programing, and commission new lift.

**Note: This is a Prevailing Wage Job.**

#### **Quality Control:**

To insure quality of work and maintain the Manufacturer's Warranty, contractors submitting a bid must be a Rotary Lift Heavy Duty Distributer and be recognized as a Heavy Duty Rotary Authorized Installer "HDRAI". Provide the location and contact information for two local customers whom the RAI has installed this type of lift for.

#### **Licensing Requirement:**

Due to the multiple construction disciplines involved the bidding, contractor shall possess the following California State Contractors License at the time of supplying a bid: A valid State of California Contractor's License, Type "B – General Contractor". The installing contractor shall possess a class C-61 license. In addition, bidders must be a Rotary Lift Heavy Duty Distributer and be recognized as a Heavy Duty Rotary Authorized Installer "HDRAI".

#### **Scope of work:**

- Remove and dispose of existing inoperative lift in Steam Room bay.
- Saw cut and demo concrete for underground conduit required by new Rotary lift. Include excavation as needed to place conduit at the required depth.
- Dispose of concrete and soil.
- Install conduit for hydraulic lines and electrical wiring per NEC.
- Remove existing lift anchors and demo concrete at footing locations to provide a smooth working surface.
- Place structural reinforcing steel, tying existing concrete to new concrete.
- Pour and finish concrete (minimum 3500 psi) to match existing.
- Erect new Rotary Vertical Rise lift.
- Anchor new lift using stainless steel anchors and Hilti HIT 500 epoxy.
- Shim and grout as needed to level new lift.
- Install control console.
- Run electrical power to console and from console to lift platforms.
- Run electrical power to control console and lift platforms.
- Start-up lift and program using Rotary lift software.
- Test lift using customer supplied vehicle.
- Provide training for operation and maintenance to County Connection.
- Provide operation and maintenance manuals to County Connection.
- Provide one inspection and maintenance of lift by a Rotary HDRAI after 6 months of use.

All work will be done per Manufacturer's instructions. No permits will be required for this work.

## PERFORMANCE BOND

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

**WHEREAS, CENTRAL CONTRA COSTA TRANSIT AUTHORITY**, hereinafter designated as “COUNTY CONNECTION,” has awarded to \_\_\_\_\_, hereinafter designated as the “Principal,” a Contract for STEAM ROOM LIFT REPLACEMENT; and

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

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

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

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

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

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

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



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

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

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

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Surety

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

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

## PAYMENT BOND

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

**WHEREAS, CENTRAL CONTRA COSTA TRANSIT AUTHORITY** (hereinafter referred to as "Obligee") and \_\_\_\_\_ (hereinafter referred to as "Principal") have entered into a Contract dated \_\_\_\_\_, and identified as Contract for STEAM ROOM LIFT REPLACEMENT; and

**WHEREAS,** under the terms of said Contract Principal is required to furnish a bond securing payment of the claims to which reference is made in Section 9554 of the Civil Code;

**NOW, THEREFORE,** we, the Principal, and \_\_\_\_\_, as California-admitted Surety, are held and firmly bound unto the Obligee in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, successors executors, administrators and successors, jointly and severally, firmly by these presents.

Furthermore, if Principal, or its heirs, executors, administrators, successors, transferees, assigns, or subcontractors, shall fail to pay persons named in Section 9100 of the Civil Code of the State of California, for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of California Civil Code Section 9550 et seq., and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, contributing to said work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of Section 9550 et seq., then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

Furthermore, if said Principal, or its heirs, executors, administrators, successors, transferees assigns, or subcontractors, fails to pay amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed under this Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractors and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond and will also pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the Principal and Surety hereunder are governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 8152 of the Civil Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

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

Note: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

**APPROVED EQUAL FORM**

**STEAM ROOM LIFT REPLACEMENT  
2022-MA-02**

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

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

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

All Requests for Approved Equals shall be emailed to County Connection’s Chief Operating Officer, Scott Mitchell, at [mitchell@cccta.org](mailto:mitchell@cccta.org) or County Connection’s Facility Superintendent, Steve Muhlestein, at [muhlestein@cccta.org](mailto:muhlestein@cccta.org).

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

6. List the benefits and any other reasons why County Connection should approve this request for approved equal/substitution: \_\_\_\_\_  
\_\_\_\_\_.
7. Attach pertinent test data, technical data, and background information on the approved equal/substitution request.