

## Bid Detail

Project Title	Facility Painting Project
Invitation #	IFB M24005F
Bid Posting Date	02/09/2024 11:17 AM (PST)
Project Stage	Bidding
Bid Due Date	03/12/2024 2:00 PM (PST)
Response Format	Electronic
Project Type	Bid
Response Types	Line Items Exhibit B - Bid Schedule (required) Exhibit C - Required Forms (required) Bid Bond (required) Supporting Financial Documentation (required)
Type of Award	Lump Sum
Categories	238320 - Painting and Wall Covering Contractors
License Requirements	State of California Contractors License
Department	Purchasing
Address	1825 Third Street Riverside, California 92507
County	Riverside
Bid Valid	120 calendar days
Liquidated Damages	Yes, see proposed agreement
Estimated Bid Value	
Start/Delivery Date	Start on or about June 1, 2024
Project Duration	90 calendar days

## Bid Bond

Bid Bond	5.00%
Payment Bond	100.00%
Performance Bond	100.00%

## Pre-Bid Meeting Information

Pre-Bid Meeting	Yes - Not Mandatory
Pre-Bid Meeting Date	02/21/2024 10:00 AM (PST)
Pre-Bid Meeting Location	See Notes under the Description and Scope section for Microsoft Meeting information. A pre-bid site visit shall be made available, see solicitation for details. This site visit is not mandatory, however all Bidders are strongly encouraged to attend. All prospective contractors wishing to attend, must send their request via email to <a href="mailto:lgivens@riversidetransit.com">lgivens@riversidetransit.com</a> by February 22, 2024. In your request, please provide the name, email, and phone number for each attendee.

## Online Q&A

Online Q&A	Yes
Q&A Deadline	02/28/2024 2:00 PM (PST)

## Contact Information

Contact Info	Lon-Det Givens 951-565-5184 <a href="mailto:lgivens@riversidetransit.com">lgivens@riversidetransit.com</a>
Bids to Owner's Agent	

## Description

Scope of Services	INTRODUCTION  Riverside Transit Agency (RTA) invites bids from qualified contractors to perform painting and finishing services at the agency's Riverside and Hemet facilities. Prospective bidders shall possess a state of California C-33 Painting and Decorating contractor's license to meet the requirements of this project. This is a prevailing wage project; therefore, the contractor and any subcontractors must be registered with the State of California Department of Industrial Relations (DIR) at the time of bid submittal. RTA anticipates award of a firm-fixed priced contract for this project.
Other Details	See IFB M24005F Facility Painting Project Solicitation Document, Exhibit A for complete Statement of Work.
Notes	N/A <a href="#">CLICK HERE TO JOIN PRE-BID CONFERENCE.</a>
Special Notices	Meeting ID: 286 925 056 866 Passcode: hEK4pZ No Bid Form – Bidders choosing not to submit a bid are requested to complete and email the “No Bid” form only to the Procurement Official listed. The Contract to be awarded may be paid for in part with Federal Transit Administration (FTA) funds therefore, Bidders shall comply with all applicable

terms and conditions prescribed by the FTA for third party contracts.

This is a prevailing wage project and is subject to the California Department of Industrial Relations (DIR) Prevailing Wage Requirements and related acts. Bidders/Offerors are responsible to be self-informed regarding the requirements of prevailing wages within the State of California and the County of Riverside. This project will be subject to monitoring and enforcement by DIR, including the obligation of awarded contractor to submit certified payroll directly to the DIR and RTA.

Disadvantaged Business Enterprise – Offerors/Bidders/Respondents shall ensure that Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to compete for subcontracting work and will not be discriminated against on the grounds of race, color, age, national origin, ancestry, sex, or religion. Offerors/Bidders/Respondents will be required to comply with all applicable equal opportunity laws and regulations.

Electronic Submissions Only – Proposals/Bids/Statements will only be accepted electronically via PlanetBids. No other form of submission will be accepted.

Accept/Reject – RTA reserves the right to accept or reject any and all responses, or any item or part thereof; or to waive any informalities or irregularities in responses. RTA shall have the sole discretion to determine the most responsive and responsible offeror/bidder.

This is a federal funded prevailing wage project subject to Davis Bacon/California Department of Industrial Relations (DIR) Prevailing Wage Requirements and related acts. Bidders are responsible to be self-informed regarding the requirements of prevailing wages (Federal, State of California, and the County of Riverside). This project will be subject to monitoring and enforcement by DIR, including the obligation of awarded contractor to submit certified payroll directly to the DIR and RTA.

Bid Bond – Each bid must be accompanied by a bid security in the form of a bid bond, a certified check, cashier's check or treasurer's check drawn on or issued by a responsible bank or trust company, made payable to 'RIVERSIDE TRANSIT AGENCY' in an amount no less than five percent (5%) of the amount of the bid.

Performance Bond – Performance Bonds of a surety company licensed and authorized to do business under the laws of the State of California and satisfactory to Riverside Transit Agency will be required of the successful Bidder/Offeror. Bidders/Offerors shall, before commencement of work, give a performance bond to Riverside Transit Agency at 100% of the total contract amount.

Payment Bond – Payment Bonds (Material and Labor Bond) of a surety company licensed and authorized to do business under the laws of the State of California and satisfactory to RTA will be required of the successful Bidder/Offeror. Bidders/Offerors who are awarded public works contracts that exceeds \$25,000 shall, before commencement of work, give a payment bond to Riverside Transit Agency at 100% of the total contract amount.

Save Periodically – Saving your information periodically will help prevent loss of data in case of power or internet connection failure and can speed up the submittal processing time.

eBid Submissions – All eBids must be fully uploaded and received prior to the due date and time, PACIFIC TIME. Once an eBid is accepted, a confirmation pop-up will display indicating "Bid Successfully Submitted" and an email confirmation which includes the date and time the eBid was submitted will be sent automatically to the email address registered on the vendor account.

Option Terms – RTA, at its sole discretion, reserves the right to extend the term up to an additional twelve (12) months. RTA's election to extend beyond the

“Initial Term” shall not diminish its right to terminate for convenience or default.

Request for Clarifications – All requests for clarifications, questions, and comments must be received before the Q&A deadline. If needed, you can attach additional information in the Q&A section.

Exceptions/Deviations – Offeror/Bidder may list exceptions or deviations for Agency review and consideration. Each exception/deviation shall reference the particular section in the Scope of Work/Services, Terms and Conditions and/or Proposed Agreement Article (if applicable). Any listed deviation or exception must be received before the Q&A deadline. Proposals/Bids with exceptions/deviations not clarified during the Q&A/clarification phase may be eliminated from further consideration.

Read Entire Document – The information contained in the Bid Information tab is an overview of the requirements and does not substitute the details indicated in the entire document in the documents tab. You must read/review the entire document including the Proposed Agreement (if applicable).

Acceptable forms of Financial Documentation – Audited financial statements, Dun and Bradstreet report, Filed Federal tax return for immediately preceding tax year, or One-page CPA summary.

Cost File – For the Cost File, upload the Price Form(s)/Bid Schedule.

Required Documents – It is the responsibility of the Offeror/Bidder/Respondent to check all areas of the solicitation post before submission. Specifically, be sure to review the applicable Response Types in the Bid Information tab and the Documents, Q&A, Addenda & Email tabs.

Face Coverings – Face coverings are a critical preventive measure in the spread of COVID-19. All contractors/vendors, and delivery personnel coming on to RTA’s property MAY BE required to wear a face covering at all times. Anyone not following RTA’s face covering protocols when required, will not be allowed on the property and will be asked to leave the premises.

Local  
Programs &  
Policies



**RIVERSIDE TRANSIT AGENCY, 1825 Third Street, Riverside, CA 92507  
(951) 565-5000**

**INVITATION FOR BIDS (IFB) M24005F**

**FACILITY PAINTING PROJECT**

The Contract to be awarded may be paid for in whole or in part with Federal Transit Administration (FTA) funds therefore, Bidders shall comply with all applicable terms and conditions prescribed by the FTA for third party contracts.

The Contract to be awarded may be paid for in whole or in part with State Transit Assistance (STA) funds.

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February 9, 2024

**SUBJECT: NOTICE OF INVITATION FOR BIDS (IFB) M24005F  
FACILITY PAINTING PROJECT**

Prospective Bidders:

Riverside Transit Agency (RTA) invites bids from qualified contractors to perform painting and finishing services at the agency’s Riverside and Hemet facilities. Prospective bidders shall possess a state of California C-33 Painting and Decorating contractor’s license to meet the requirements of this project. This is a prevailing wage project; therefore, the contractor and any subcontractors must be registered with the State of California Department of Industrial Relations (DIR) at the time of bid submittal. RTA anticipates award of a firm-fixed priced contract for this project.

<b>Key IFB Dates and Times</b>		
<b>Activity</b>	<b>Date</b>	<b>Time</b>
IFB Issued:	February 9, 2024	
Pre-Bid Conference via Teams:	February 21, 2024	10:00 am Pacific Time
Pre-Bid Site Visit: <b><u>NOT MANDATORY</u></b>	February 23, 2024	Location: 1825 Third St, Riverside, CA 92507  Time: Provided when site visit is requested ----- Location: 700 Scaramella Cir., Hemet CA 92545  Time: Provided when site visit is requested
Questions/Clarifications/ Approved Equals Due:	February 28, 2024	before 2:00 pm Pacific Time
RTA Responses Due:	March 5, 2024	before 5:00 pm Pacific Time
Bids Due:	March 12, 2024	before 2:00 pm Pacific Time

**REGISTRATION/ACCESSING PROCUREMENTS VIA RTA VENDOR PORTAL:**

Parties interested in obtaining a copy of this IFB, may do so by completing a new vendor registration on RTAs Vendor Portal website hosted by PlanetBids at <https://www.riversidetransit.com/index.php/about-rt-a/doing-business-with-rt-a> select HOW TO DO BUSINESS WITH RTA and click the REGISTER / VIEW OPEN OPPORTUNITES link. You must be registered in the vendor portal to access the IFB. Once you access the above link, you will be redirected to the vendor portal



where you click on 'New Vendor Registration' to register. You will receive an e-mail via PlanetBids to verify your e-mail address; click 'Verify' and you will be redirected to complete your vendor profile.

When registering your firm, please ensure that you select the North American Industry Classification System (NAICS) category codes that applies to your firm. If you are unsure of your category code, visit <https://www.census.gov/naics/> and do a keyword search "2022 NAICS Search" pertaining to your business (such as janitorial, construction, engineering services, etc.) to receive all codes containing that keyword in the title/description. Click on the specific category code to further see all corresponding entries applicable to this code. Once your registration is complete, you can then search for the IFB in 'Bid Opportunities'.

To receive all further information regarding this IFB, you must have completed a vendor registration and become a PlanetBids 'prospective bidder' for this procurement. Prospective Bidders who receive incomplete information regarding the procurement run the risk of submitting a bid that is non-compliant and, as a result, being deemed non-responsive.

**QUICK TIPS:**

Please note the following tabs that will be available once you have successfully registered and accessed the subject procurement in PlanetBids:

**Bid Opportunities**

- **Bid Information Tab** – Provides bid detail information, due dates, agency contact information, etc. Please be sure to review the 'Response Types' for items that are required to be submitted.
- **Line Items Tab (if applicable)** – Provides the line items bidder/offeror must complete in PlanetBids.
- **Documents Tab** – Allows bidder/offeror to download and view documents. There are documents that must be reviewed, filled out and submitted. See below instructions under 'Place eBid' on how to submit and attach documents. See below list of documents that will you find in PlanetBids:

Document	Task
No Bid Form	Bidders choosing not to submit are requested to complete this form and email to <a href="mailto:lgivens@riversidetransit.com">lgivens@riversidetransit.com</a> .
IFB M24005F Solicitation Document - All Sections, Exhibit A – Scope of Work - Proposed Agreement	Review Only
Exhibit B: Cost File / Bid Schedule	Review, fill out, and submit
Exhibit C: Required Forms (Includes following forms): - Additional Information Required of Bidders	Review, fill out, and submit

<ul style="list-style-type: none"> <li>- Certification of Primary Participant</li> <li>- Certification of Lower-Tier Participants</li> <li>- Certification of Restrictions on Lobbying</li> <li>- Certification of Drug Free Workplace</li> <li>- Party Disclosure</li> <li>- Participant Disclosure</li> <li>- Affidavit of Non-Collusion</li> <li>- Financial Status Requirement Certification</li> <li>- Insurance Acknowledgement</li> <li>- DBE Participation</li> <li>- Buy America Certification</li> <li>- California Prevailing Wage Certification</li> <li>- Bid Bond</li> <li>- Faithful Performance Bond</li> <li>- Material and Labor Bond</li> <li>- W-9</li> </ul>	
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- **Addenda/Emails** – Look out for all addenda that are issued by the agency. All addenda must be acknowledged in PlanetBids.
- **Q&A** – Allows bidder/offeror to submit questions along with ability to attach files for corresponding questions. For example, requests for ‘Approved Equals’ may be provided as attachments for Agency review and consideration. Responses to questions, clarifications, approved equal requests, exceptions/deviations will be released via addenda.

### Place eBid

Once you click on ‘Place eBid’ you will have access to the following tabs:

- **Detail** – Enter your contact information
- **eBid Instructions** – Reminders and other pertinent information
- **Attachment** – This section is for the required attachments that must be included in your submittal. The list of required attachments can be found on the ‘Bid Information Tab’, under ‘Bid Details’ and ‘Response Types’. Agency provided required attachments can be found under the ‘Documents Tab’. Other required attachments will need to be provided by bidder/offeror.
- **Line Items (if applicable)** – Enter pricing and corresponding information and click ‘Submit’ if you are ready to formally submit. If not ready to submit, you can always click ‘Save’ and return to edit at any time prior to procurement closing date and time.

If you require assistance with the registration or the submittal process, you may contact PlanetBids at <https://pbsystem.planetbids.com/portal/55483/help> or the undersigned below.

**SPECIAL NOTICES:**

Please review and follow all special notices associated with this procurement. Special notices can be found under the 'Bid Information' tab in PlanetBids.

Should further information be needed regarding this procurement, please contact the undersigned at (951) 565-5184 or via email [lgivens@riversidetransit.com](mailto:lgivens@riversidetransit.com). If emailing, please include the following information:

- Name of firm
- Address
- Contact person
- Telephone number
- Email address
- IFB M24005F

Regards,



Lon-Det Givens  
Contracts Manager

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDERS

### 1. BID PROCEDURE

- a. Sealed electronic bids shall be received before the specified due date and time via PlanetBids. **See 'Bids Due' under Key IFB Dates and Times in IFB cover letter.** Only electronic bid submittals via PlanetBids shall be accepted for this procurement.

All bids (eBids) must be fully uploaded and received prior to the due date and time, PACIFIC TIME. Once an eBid is accepted, a confirmation pop-up will display indicating "Bid Successfully Submitted" and an email confirmation which includes the date and time the eBid was submitted will be sent automatically to the email address registered on the vendor account.

Any bids not received before the specified date and time will be rejected by PlanetBids.

- b. Bids shall be submitted on a properly completed and signed Bid Form (see Section IV), and as set forth in Section I, Paragraph 2, "Bid Format/Content". Bids submitted on any other form may be considered nonresponsive and may be rejected.
- c. Bids shall conform in all aspects to the instructions, specifications, and terms and conditions contained within this IFB. Please review all attachments and instructions carefully. Failure to make a complete review of all instructions and attachments shall not be deemed just cause for claims of error.
- d. A virtual pre-bid conference shall be held on **See 'Pre-Bid Conference' under Key IFB Dates and Times.** This conference is not mandatory, but all Bidders are strongly encouraged to attend.

### CLICK BELOW TO JOIN THE MEETING

<https://www.microsoft.com/microsoft-teams/join-a-meeting>

Meeting ID:  
**286 925 056 866**

Passcode:  
**hEK4pZ**

- e. A pre-bid site visit shall be available on **See 'Pre-Bid Site-Visit' under Key IFB for Dates and Times.** This site visit is not mandatory, but all Bidders are strongly encouraged to attend. All prospective contractors wishing to attend, must send their request via email to [lgivens@riversidetransit.com](mailto:lgivens@riversidetransit.com) by **February 22, 2024**. In your request, please provide the name, email, and phone number for each attendee. Only those contractors on the list shall be allowed to participate in the site visit.

## INSTRUCTIONS TO BIDDERS

- f. All verbal modifications of these conditions or specifications are void and ineffective for bid evaluation purposes. Only written changes issued by RTA's Contracts Administrator may be considered authorized and binding.
- g. Bidders, if requested, shall present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.
- h. RTA reserves the right to remove from electronic mailing lists for future bids, for an indeterminate period of time, the name of any Bidder for their failure to accept a contract, failure to respond to two (2) consecutive IFBs and unsatisfactory performance. Please note that a "No Bid" is considered a response.
- i. **Bid results shall be posted via PlanetBids and shall serve as the public bid opening.** RTA reserves the right to postpone the bid opening for its own convenience and to withdraw this invitation at any time without prior notice. Further, RTA makes no representations that an agreement shall be awarded to any Bidder responding to this invitation. RTA expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejection(s).
- j. RTA reserves the right to award its total requirements to one Bidder or portions of the requirement to several Bidders as RTA may deem to be in its best interest. RTA in its sole discretion, shall determine the most responsive and responsible bid. No form provision of any Bidder shall be considered as part of the bid, unless a statement is typed or written on the bid that such form provisions are intended to be part of the bid.
- k. RTA reserves the right to make award within one hundred twenty (120) calendar days from the date bids are opened. Should award in whole or in part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon successful Bidder's acceptance.
- l. RTA shall not be under no obligation for payment for any pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Bidder to:
  - 1) Prepare and submit a bid in response to this IFB;
  - 2) Negotiate any matter related to this bid; and/or
  - 3) Any other expenses incurred by Bidder prior to date of award.
- m. Where two or more Bidders desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture. RTA intends to contract with a single firm and not with multiple firms

## INSTRUCTIONS TO BIDDERS

doing business as a joint venture.

- n. Whenever a Bidder has knowledge that any actual or potential labor dispute may delay this agreement, Bidder shall immediately notify and submit all relevant information to RTA.
- o. RTA has on file a set of written protest procedures applicable to this IFB. These procedures may be obtained by contacting the Administrator responsible for this procurement. Any protest filed by a Bidder in connection with this IFB must be submitted in accordance with RTA's written procedures.
- p. The successful Bidder shall be required to accept a written agreement or purchase order in accordance with, and including as a part thereof, the published notice of IFB, the requirements, the terms and conditions and the specifications, with no exceptions other than those specifically listed in the written agreement or purchase order.
- q. The term of the anticipated agreement may, in RTA's sole discretion, be extended subject to mutual agreement of the parties as to scope of work/technical specifications and pricing.
- r. Bidders may list exceptions or deviations for RTA's review and consideration. In the event of any exception/deviation to this IFB, Bidder shall specifically itemize and shall reference the particular section in the scope of work/technical specifications or Proposed Agreement Article (if applicable). All exceptions/deviations must be electronically submitted via PlanetBids under the **Q&A tab** before the specified date and time the exceptions in their bid as set forth below in Paragraph 4, "Clarifications/Appeal Procedures". Failure to do so on any point shall be interpreted as an unconditional acceptance of all requirements of this IFB.
- s. The Contract to be awarded may be paid for in part with Federal Transit Administration (FTA) funds and/or State Transit Assistance (STA) funds. Therefore, Bidders shall comply with all applicable terms and conditions prescribed by the FTA for third party contracts.
- t. Each bid must be accompanied by a bid security in the form of a bid bond, a certified check, cashier's check, or treasurer's check drawn on or issued by a responsible bank or trust company, made payable to 'RIVERSIDE TRANSIT AGENCY' in an amount no less than five percent (5%) of the amount of the bid.

Performance and Payment Bonds of a surety company licensed and authorized to do business under the laws of the State of California and

## INSTRUCTIONS TO BIDDERS

satisfactory to RTA will be required of the successful Bidder.

- A performance bond (Faithful Performance) for one hundred percent (100%) of the total contract amount
- A payment bond (Material and Labor) for one hundred percent (100%) of the total contract amount.

### 2. BID FORMAT/CONTENT

Sealed electronic bids shall be submitted via PlanetBids on the forms provided and contain the following:

- Completed Section IV – Bid Package Forms
  - I. Exhibit B - Bid Form/Schedule
  - II. Exhibit C - Required Forms

Failure to include all of the forms included in this IFB shall result in your sealed electronic bid being deemed nonresponsive. Please ensure you have included all the required elements in your sealed electronic bid.

### 3. AWARDS TO RESPONSIBLE CONTRACTORS

RTA shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed contract. Consideration shall be given to such matters as contractor integrity, compliance with public policy, records of past performance, and financial and technical resources.

### 4. CLARIFICATION/APPEAL PROCEDURES

- a. Requests for clarification, approved equals, clarifications of specifications, protest of specifications and general questions, must be electronically submitted via PlanetBids under the **Q&A tab** before the specified date and time, **See 'Questions/Clarifications/Approved Equals Due' under Key IFB Dates and Times in IFB cover letter.**

When submitting requests, be sure to reference the IFB Section number and title. If there is more than one request item, order your requests in the order of the IFB. RTA has no obligations to respond to any requests or clarifications not received by the deadline indicated. RTA is not responsible for failure to address a request that has not been submitted as instructed above.

- b. Any request for an approved equal or protest of the specifications 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



## INSTRUCTIONS TO BIDDERS

the specification requirements. The burden of proof as to the equality, substitutability, and compatibility of proposed alternates or equals shall be upon Bidder, who shall furnish all necessary information at no cost to RTA. RTA shall be sole judge as to the equality, substitutability, and compatibility of proposed alternates or equals.

- c. RTA shall provide its response to requests electronically via PlanetBids before **See 'RTA Responses Due' under Key IFB Dates and Times in IFB cover letter.**

### 5. APPENDICES

Information considered by Bidder to be pertinent to this project and which has not been specifically solicited in any of the sections, may be placed in a separated appendix section. Bidders are cautioned, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

### 6. PREVAILING WAGES

Prevailing wage projects are subject to Davis Bacon/California Department of Industrial Relations Prevailing Wage Requirements and related acts. Bidders are responsible to be self-informed regarding the requirements of prevailing wages within the State of California and the County of Riverside. The successful Bidder will be required to submit certified payroll records directly to the DIR Compliance Monitoring Unit (CMU) and RTA. Contractors and subcontractors must list the labor classifications and prevailing wage rates utilized for this project. Since State and Federal requirements apply, the contractor must comply with the more stringent wage requirement and pay the higher of the two wage rates.

#### a. CALIFORNIA PREVAILING WAGE LAW

This is a prevailing wage project and is subject to the requirements of projects which use public funds within the State of California and the County of Riverside. Contracts for public works projects in excess of \$1,000 must comply with the California Labor Code including, but not limited to 1) prime and subcontractors must register with the California Department of Industrial Relations; 2) payment of prevailing wages; and, 3) submission of certified payrolls; see [www.dir.ca.gov](http://www.dir.ca.gov) for more information. (Labor Code § 1725.5(d)(1)).

WAGE DETERMINATION CALIFORNIA:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Bidders are responsible to be self-informed regarding the requirements of prevailing wages within the State of California and the County of Riverside.

## INSTRUCTIONS TO BIDDERS

The following applies where payment of prevailing wages is required under the Labor Code:

- The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4(a)(1)).
- The prime contractor is required to post job site notices, as prescribed by regulation (Labor Code § 1771.4(a)(2)).
- In accordance with the provisions of Section 3700, every contractor will be required to secure the payment of compensation to his or her employees. (Labor Code § 1860).
- A contractor must be registered with the DIR in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any public work contract. (Labor Code § 1725.5).
- Pursuant to Labor Code § 1771.1(a): A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- Pursuant to SB 96, the Public Contract Code § 4104 was amended to require a person who makes a bid or offer on a public works project to include in the bid or offer: the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- In addition, SB 96 provides that an inadvertent error in listing either the California contractor license number or the public works contractor registration number identified above shall not be grounds for filing a bid protest or for considering a bid nonresponsive so long as the corrected contractor's license number is submitted to the agency by the prime

## INSTRUCTIONS TO BIDDERS

contractor within 24 hours after bid opening, and provided that the corrected number corresponds to the submitted name and location for that subcontractor. (Public Contract Code §4104(a)(2)).

- The successful contractor shall be responsible for complying with all applicable requirements including, but not limited to, § 1774, 1775, 1776, 1777.5 and 1813. See Attachment B California Prevailing Wage Law Required Clauses in Section V 'Terms and Conditions'.
- In accordance with § 1773.2 of the California Labor Code: In lieu of specifying the rate of wages in the call for bids, copies of the prevailing rate of per diem wages are on file at RTA's principal office, which shall be made available to any interested party on request.

The Department of Industrial Relations (DIR) is advising companies that use ready-mix concrete for public works projects of changes to prevailing wage laws. The changes apply to public works contracts that were advertised for bid or awarded on or after July 1, 2016. Amendments to Assembly Bill 219 became effective on July 1, 2016. The amendments made the following changes to Labor Code section 1720.9:

- A company hauling or delivering ready-mix concrete for a public works contract shall:
  - Register as a public works contractor.
  - Submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the company and to the general contractor within five working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties.
  - Ready-mix concrete companies' requirement to submit payroll online to DIR using its electronic certified payroll reporting system is temporarily on hold.

Nothing in section 1720.9 shall cause any company to be treated as a contractor or subcontractor for any purpose other than the application of this chapter of the Labor Code.

### b. **DAVIS-BACON (FEDERAL WAGE DETERMINATION)**

This is a federally funded prevailing wage project. Bidders are responsible to be self-informed regarding the U.S. Department of Labor prevailing wages for a given labor category in a given locality.

WAGE DETERMINATION FEDERAL:

<https://sam.gov/content/wage-determinations>

Bidders are responsible to be self-informed regarding the U.S. Department of Labor prevailing wages for a given labor category in a given locality.

## INSTRUCTIONS TO BIDDERS

All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

**SECTION II**  
**DISADVANTAGED BUSINESS ENTERPRISE**

**DISADVANTAGED BUSINESS ENTERPRISE**

**Federal Fiscal Year 2022 - 2024**

## DISADVANTAGED BUSINESS ENTERPRISE

**Riverside Transit Agency Assurance.** Riverside Transit Agency (“Agency”) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT) assisted contract, or in the administration of its Disadvantaged Business Enterprise (DBE) Program, or the requirements of 49 CFR Part 26.

The Agency will take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts.

It is the policy of the Agency to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the Agency’s construction, procurement and professional services activities.

**Contractor Assurance.** Pursuant to 49 CFR Part 26, the Contractor is required to make the following assurance in its agreement with the Agency and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

“The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure of the Contractor or Subcontractor to carry out these requirements is a material breach of contract, which may result in the termination of contract by the Agency, or any other such remedy the Agency may deem appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payment;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor or Subcontractor from future bidding as non-responsible”.

The Agency’s DBE Program, as required by 49 CFR Part 26, as approved by DOT, is incorporated by reference in this section.

Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification of failure to carry out its approved program, the DOT and/or the Federal Transit Administration (FTA) may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

In accordance with Part 26, Title 49 of Code of Federal Regulations, “Participation by

Disadvantaged Business Enterprise in Department of Transportation Programs,” the Agency sets a specific percentage for participation by DBE certified firms. This percentage goal is based upon the total amount of Federal dollars the Agency anticipates spending over the fiscal year as compared to the amount of ready, willing and able DBEs to perform Federally funded projects. For the current fiscal year, the Agency has established a DBE participation goal of 2.1%.

The Agency intends to meet this goal to the maximum extent feasible through race-neutral measures, including the encouragement of DBE participation on contracts which have no specific DBE goal.

**DBE Participation Goal For This Contract.**

X No DBE participation goal has been established for this contract.



# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

CUCP participants include municipalities, counties, transit agencies, airports, special districts, and the State Department of Transportation that administer and award contracts funded by the U.S. Department of Transportation (USDOT). CUCP participants are classified as certifying and non-certifying members.

A **certifying agency** performs Disadvantaged Business Enterprise (DBE) certification on behalf of the State of California and this certification applies to all USDOT funded contracts. Certification activities performed by a certifying agency include, among others, processing DBE applications, performing DBE site interviews, making DBE certification decisions, investigating certification complaints and appeals, and maintaining a single Statewide directory of certified DBEs. Contact a certifying agency if you have a question about DBE certification.

A **non-certifying agency** adheres to all aspects of the USDOT DBE program, except it does not perform DBE certification activities. A non-certifying agency accepts all firms certified as a DBE by a certifying member. Accordingly, the DBEs listed on the [CUCP DBE directory](#) is eligible to participate on all USDOT funded contracts administered by a CUCP participant. Contact a CUCP participant, both certifying and non-certifying, about contract opportunities.

## CERTIFYING CUCP AGENCIES

*For certification inquiries for Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties:*

### **CITY OF LOS ANGELES**

Bureau of Contract Administration  
1149 S. Broadway Street, Room 300  
Los Angeles, CA 90015  
Phone: (213) 847-1922  
Fax: (213) 847-2777  
<http://bca.lacity.org>

### **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO)**

Diversity and Economic Opportunity Department  
One Gateway Plaza  
Los Angeles, CA 90012  
Phone: (213) 922-2600  
Fax: (213) 922-7660  
[www.metro.net](http://www.metro.net)

*For Alameda, Amador, Calaveras, Contra Costa, Fresno, Kings, Madera, Marin, Mariposa, Merced, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Tulare, and Tuolumne counties:*

### **S.F. BAY AREA RAPID TRANSIT DISTRICT (BART)**

Office of Civil Rights  
300 Lakeside Drive  
18th Floor  
Oakland, CA 94612  
Phone: (510) 464-7580  
Fax: (510) 464-7587  
[www.bart.gov](http://www.bart.gov)

### **CITY OF FRESNO**

DBE Program  
2101 G Street, Building A  
Fresno, CA 93706  
Phone: (559) 621-1182  
Fax: (559) 488-1069  
[www.ci.fresno.ca.us](http://www.ci.fresno.ca.us)

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)**

Office of Small & Disadvantaged Businesses  
3331 North First Street, Building A  
San Jose, CA 95134-1906  
Phone: (408) 321-5962  
Fax: (408) 955-9729  
[www.vta.org](http://www.vta.org)

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA)**

Office of Civil Rights  
2477 Arnold Industrial Way  
Concord, CA 94520-5327  
Phone: (925) 676-1976  
Fax: (925) 686-2630  
[www.cccta.org](http://www.cccta.org)

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA)**

Contract Compliance Office  
San Francisco Municipal Railway  
1 South Van Ness Avenue, 3rd Floor  
San Francisco, CA 94103  
Phone: (415) 701-4443  
Fax: (415) 701-4347  
[www.sfmuni.com](http://www.sfmuni.com)

**SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)/  
PENINSULA CORRIDOR JOINT POWERS BOARD (JPB)**

DBE Office  
1250 San Carlos Avenue  
San Carlos, CA 94070  
Phone: (650) 508-7939  
Fax: (650) 508-7738  
[www.samtrans.com](http://www.samtrans.com)

*For Alpine, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, and Yuba counties:*

**CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)**

Civil Rights MS 79  
1823 14th Street  
Sacramento, CA 95814  
Phone: (916) 324-1700 or (866) 810-6346  
Fax: (916) 324-1862  
[www.dot.ca.gov](http://www.dot.ca.gov)

**YOLO COUNTY TRANSPORTATION DISTRICT (YOLOBUS)**

DBE Programs  
350 Industrial Way  
Woodland, CA 95776  
Phone: (530) 661-0816  
Fax: (530) 661-1732  
[www.yctd.org](http://www.yctd.org)

**SECTION III**  
**PROJECT SCOPE OF WORK/TECHNICAL SPECIFICATIONS/DRAWINGS**

**EXHIBIT A**  
**STATEMENT OF WORK**

# FACILITY PAINTING PROJECT

## SECTION 01240 - CONTRACTOR'S REQUEST FOR INFORMATION (RFI's)

### **PART 1 - GENERAL**

1.01 SECTION INCLUDES: This section sets forth the administrative requirements that Contractor and RTA are to adhere to for handling of Contractor's requests for information.

#### 1.02 DEFINITIONS:

A. Request for Information:

1. Definition: A document submitted by Contractor to request clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
2. Requirements: A properly prepared RFI shall include a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested.
  - a. Drawings shall be identified by drawing number and location on the sheet.
  - b. Specifications shall be identified by Section number, page and paragraph.

B. Improper RFI:

1. Definition: An RFI that is not properly prepared.
2. Handling: Improper RFI's will be returned marked "Not Reviewed" with a notation of why they are deemed improper.

C. Frivolous RFI:

1. Definition: An RFI that requests information that is clearly shown on the Contract Documents.
2. Handling: Frivolous RFI's will be returned marked "Not Reviewed" with a notation of why they are deemed frivolous.

#### 1.03 CONTRACTOR'S RFI:

- A. When Contractor is unable to determine from the Contract Documents the material, process or system to be installed, an informal clarification shall be requested of the Agency's Project Manager, so that when possible a response can be provided. When such informal clarification is not possible due to its complexity, or when due to the urgency of the issue clarification cannot wait until the next project meeting with the Agency's Project Manager, Contractor shall prepare and submit an RFI.
- B. Contractor shall endeavor to keep the number of RFI's to a minimum. In the event that the Agency's Project Manager determines the process has become unwieldy due either to the number and/or the frequency of RFI's, RTA may require Contractor to abandon the process and submit future requests either as submittals, substitutions or requests for change.
- C. RFI's shall be submitted on a form acceptable to the Agency's Project Manager. Forms shall be completely filled in and shall be fully legible when photocopied and/or transmitted via email to the Agency's Project Manager. Each page of attachments to RFI's shall bear the RFI number.
- D. RFI's shall be originated by Contractor:
  1. RFI's from subcontractors or material suppliers shall be submitted through, reviewed and signed by Contractor prior to submittal to RTA.
  2. RFI's sent by subcontractor directly to the Agency's Project Manager will not be accepted and will be returned unanswered.
- E. Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFI's which request information available in the Contract Documents will either be deemed "improper" or "frivolous" as noted above.

Contractor's RFI's

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Section 01240

# FACILITY PAINTING PROJECT

- F. In cases where RFI's are submitted to request clarification of coordination issues, for specific locations of work shown diagrammatically, and similar issues, Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI's which fail to include a suggested solution will be returned unanswered with the notation that Contractor is to submit a complete RFI.
  - G. RFI's shall not be used for any of the following purposes:
    - 1. To request approval of submittals;
    - 2. To request approval of substitutions;
    - 3. To request changes which entail additional cost or credit;
    - 4. To request changes which entail change in time of completion; or,
    - 5. To request different methods of performing work than those drawn and specified.
  - H. In the event Contractor believes that a clarification by the Agency's Project Manager results in additional cost or time, Contractor shall not proceed with the Work indicated by the RFI until a change order is prepared and approved. RFI's alone shall not justify a cost increase in the Work or a change in the project schedule. All such changes must be via official change order requests.
  - I. Contractor shall prepare and maintain a log of RFI's, and, at any time requested by the Agency's Project Manager, shall furnish copies of the log showing outstanding RFI's. Contractor shall note unanswered RFI's in the log.
  - J. Contractor shall allow up to ten (10) calendar days for review and response time for RFI's from the date of receipt by RTA. However, the Agency's Project Manager will endeavor to respond in a timely fashion to all RFI's.
- 1.04 AGENCY'S RESPONSE TO RFI'S: Agency's Project Manager will respond to each RFI in one of the following ways:
- A. Properly prepared RFI's:
    - 1. Agency's Project Manager's Supplemental Instruction;
    - 2. Request for Cost Proposal;
    - 3. Agency's Project Manager may opt to retain RFI's for discussion during regularly scheduled project meetings for inclusion of responses in meeting minutes in lieu of separate written response in another form.
  - B. Improper or Frivolous RFI's:
    - 1. Notification of Processing Fees(s).
    - 2. Unanswered RFI's will be returned with a stamp or notation: Not Reviewed.
  - C. Answers to properly prepared RFI's will be made separately in writing, not upon the RFI form.

**PART 2 - MATERIALS** (Not Applicable).

**PART 3 - EXECUTION** (Not Applicable).

**END OF SECTION**

Contractor's RFI's

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Section 01240

# FACILITY PAINTING PROJECT

## SECTION 01300 - SUBMITTALS

### **PART 1 - GENERAL**

1.01 STANDARD SPECIFICATIONS: The provisions of the Standard Specifications shall apply except as modified herein.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, and services necessary for the execution and completion of all Submittals Work as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:

- Preparation of Submittals Schedule;
- Submittals Planning;
- Submittals Preparation, Distribution and Transmittal, to include all of the following:
  - Product Data (Catalog Cuts);
  - Materials Lists;
  - Samples;
  - Record Drawings;
  - Turn-over Items; and,
- Submittals Schedule updating and distribution.

1.03 SUBMITTAL PLANNING:

- A. Processing Lead Time: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
1. Allow **ten (10) calendar days** for **initial** review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Agency's Project Manager will promptly advise Contractor when a submittal being processed must be delayed for coordination. The Agency's Project Manager will strive to adhere to these time frames, but cannot guarantee them in all instances.
  2. If a re-submittal is necessary due to corrections or revisions, process the re-submittal in the same manner as the initial submittal.
  3. Allow **five (5) calendar days** for processing each **re-submittal**.
  4. No extension of Contract Time will be authorized because of failure to transmit submittals to RTA's Project Manager sufficiently in advance of the work to provide the **ten (10) calendar day** processing time specified.
  5. Note: Processing time as described above for submittals represents an estimate of the actual time that should be required at least 80% of the time. However, it is not a guarantee that any given submittal will be processed within that time frame. Contractor shall not be entitled to a time extension or construction delay claims associated with the review time required for any individual submittal unless adequate documentation of the delay is provided and it can be demonstrated that the delay in fact directly impacted the projects critical path to an extent corresponding to the amount of any time extension being requested and the delay has financially impacted the work to the extent of any claim for extra compensation for such delay.
- B. Coordination and Completeness:
1. Contractor shall coordinate preparation and processing of submittals with the performance of the related work. Transmit each submittal allowing sufficient lead time to obtain appropriate reviews and approvals and to avoid delays in the related Work.
  2. Coordinate the submittal date for each submittal with the lead time needed for fabrication, purchasing, testing, delivery, review of other related submittals, and related Work that require sequential processing/completion.
  3. Coordinate the transmittal dates for each different type of submittal so processing will not be delayed. Ensure concurrent transmittal of submittals for related portions of the Work that need concurrent review to allow the Agency's Project Manager to verify that a coordinated work effort is being provided. The Agency reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Submittals

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# FACILITY PAINTING PROJECT

4. Contractor is responsible to verify completeness of all submittals. Incomplete submittals will be rejected.

## 1.04 SUBMITTALS SCHEDULE:

- A. Concurrently with the development of Contractor's Construction Schedule,) prepare a complete "Submittals Schedule" for all submittals. Submit the Submittals Schedule together with the Construction Schedule at the Pre-Construction meeting.
  1. Coordinate the Submittals Schedule with all subcontractors, with the schedule of values, with the Materials Lists and with the Construction Schedule.
  2. Itemize items on the Submittals Schedule in the chronological sequence planned for submission; include all submittals required by the Contract Documents. Provide the following information:
    - a) Scheduled date for the initial submittal for each item;
    - b) Related Specification Section number;
    - c) Submittal category (i.e. Product Data, Samples, Record Documents, Shop Drawing, etc.);
    - d) Name of subcontractor or supplier as applicable;
    - e) Description of the portion of the Work covered by the submittal;
    - f) Record successive date(s) of any resubmittal(s); and,
    - g) Record date of the Agency's approval of each submittal.
- B. Submittals Schedule Updating: Update the Submittals Schedule after each meeting or activity where revisions have been recognized or made.
- C. Distribution: Following receipt of review comments to the initial Submittals Schedule, on a weekly basis thereafter issue updated copies of the Submittals Schedule. Distribute copies to the Agency's Project Manager, all subcontractors, and all other parties required to comply with scheduled submittal dates. Keep an up to date copy of the Submittals Schedule shall be maintained by the Contractor. Parties may be deleted from the distribution upon completion of all portion(s) of the Work assigned to such parties and such parties are no longer involved in construction activities.

## 1.05 SUBMITTALS PREPARATION AND TRANSMITTAL:

- A. Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and the action taken.
  2. Include the following information on the label for processing and recording action taken.
    - a) Project name;
    - b) Date;
    - c) Name and address of Architect;
    - d) Name and address of Contractor;
    - e) Name and address of subcontractor (as applicable);
    - f) Name and address of supplier;
    - g) Name of manufacturer;
    - h) Number and title of related Specification Section; and,
    - i) Drawing number and detail references, as appropriate.
- B. Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to the Agency's Project Manager using a transmittal form. Submittals received from sources other than Contractor may be returned without action. If a submittal is rejected, submit a copy of the re-submittal.
  1. When transmitting submittals, record relevant information and requests for data on the transmittal form. Include a Contractor's certification that information submitted complies with the Contract Document requirements as a part of each submittal. If the submittal is not in full accordance with the Contract Documents, record specific deviations from the Contract Document requirements, including

Submittals

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# FACILITY PAINTING PROJECT

minor variations and limitations, either on the transmittal form or on a separate attached sheet that is referenced on the form.

2. Transmittal Form: Use AIA Document G 810, or approved equal.

## 1.06 SUBMITTALS PROCESSING AND DISTRIBUTION:

- A. Processing: Upon receipt of the submittals, the Agency's Project Manager will return a copy marked with action taken.
1. Except for submittals for record information or similar purposes, where action and return is required or requested the Agency's Project Manager will review each submittal marked to indicate action taken, and return promptly.
  2. Verification of the submittals compliance with characteristics specified in the Contract Documents is Contractor's responsibility.
  3. Action Response: The Agency's Project Manager will respond to each submittal with a uniform, self-explanatory response. The response will be as follows to indicate the action taken:
    - a) "No Exception Taken": When submittals are marked "No Exception Taken," that part of the Work covered by the submittal may proceed.
    - b) "Make Corrections Noted": When submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with the notations and corrections marked on the submittal as well as the requirements of the Contract Documents.
    - c) Returned for Re-submittal: Submittals may be returned for re-submittal for various reasons. When a submittal is marked either "Submit Specified Item," "Rejected," or "Revise and Resubmit," Contractor shall not proceed with any part of the Work covered by the submittal, including purchasing, fabrication, delivery, or any other associated activity. Instead, the submittal shall either be revised to comply with the Contract Documents and resubmitted, or a new submittal shall be prepared in accordance with the notations and submitted; resubmit without delay.
    - d) Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".
    - e) Contractor shall repeat the submittal process as specified above for all submittals as necessary to obtain an action mark that will allow the Work to proceed.
- B. Distribution: Upon receipt the submittals from the Agency's Project Manager will forward a copy of the submittal response to the Prime Contractor for further distribution to the Subcontractor(s) and/or Supplier(s).
1. Do not proceed with the Work until an appropriately marked copy of the applicable submittal has been received from the Agency's Project Manager and is in the installer's possession.
  2. Do not permit use of unmarked copies of submittals in connection with construction.
  3. Contractor shall not permit submittals marked "Rejected," "Submit Specified Item", or "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

## 1.07 SAMPLES:

- A. General: Submit full-size, fully fabricated Samples cured and finished as specified, in the quantity specified in the respective Technical Specification section, and physically identical with the material or product proposed. Where quantities are not specified in the Technical Specification, submit a minimum of three samples, one will be returned marked with the action taken. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples Submittals to match the Architect's Sample when available. Include the following:
    - a) Generic description of the Sample;
    - b) Sample source;
    - c) Product name or name of manufacturer;
    - d) Certification of compliance with the specified standards; and,
    - e) Availability and delivery time.

Submittals

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## FACILITY PAINTING PROJECT

2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
  3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Preliminary submittals will be reviewed and returned with the appropriate Designer's mark indicating selection and other action.
  4. Maintain appropriately marked sets of Samples, as returned by the Agency Project Manager, at the Project site for quality comparisons throughout the course of construction.
- B. Distribution of Samples: If additional sets of samples are needed for distribution to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work, Contractor shall submit samples in sufficient quantities for such distribution. Do not distribute unmarked copies of sample to others involved in the Work.

### 1.08 MATERIALS LISTS:

- A. Submittal Requirements: Submitting a catalog number and manufacturer's name as a materials list stating that the items will be furnished to meet the Specifications will not be acceptable. Contractor shall submit a complete materials list for approval by the Agency's Project Manager prior to performing any Work. Catalog data and full descriptive literature must be submitted whenever the use of items different than those specified is requested.

Material list shall be submitted in a format similar to the following:

<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model No.</u>
1.	Pressure Supply Line	Lasco	Sch. 40
2.	Lawn Head	Rainbird	2400
etc.	etc.	etc.	etc.

**PART 2 - MATERIALS** (Not Applicable).

**PART 3 - EXECUTION** (Not Applicable).

**END OF SECTION**

Submittals

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Section 01300

# FACILITY PAINTING PROJECT

SECTION 09000 - RTA RIVERSIDE (ALL BUILDINGS)

1825 THIRD STREET

RIVERSIDE, CA 92517

## **EXTERIOR & INTERIOR PAINTING SPECIFICATION**

### **PART 1 GENERAL**

#### **1.01 WORK INCLUDED**

- A. The work includes furnishing of materials and equipment and completion of painting and painter's finish on exposed surfaces as required to complete finishing of all exterior surfaces.
  
- B. Thoroughly examine specifications, site of work and conditions under which work will be performed before submitting a proposal. Surfaces which cannot be prepared or painted as specified shall be immediately brought to the attention of the owner or owner's representative in writing. No changes or substitutions to this specification will be accepted.
  - 1. Starting of work without such notification will be considered acceptance by the Contractor of surfaces involved.
  
  - 2. The Contractor shall replace unsatisfactory work caused by improper or defective surfaces, as directed by the owner's representative at no additional cost.

#### **1.02 WORK NOT INCLUDED**

- A. As specified by Owner or Owner's representative.

#### **1.03 QUALITY ASSURANCE**

- A. Include on label of containers.
  - 1. Manufacturer's name.
  
  - 2. Type of paint.
  
  - 3. Manufacturer's stock number.
  
  - 4. Manufacturer's color name and number.
  
  - 5. Instructions for thinning or reducing, where applicable.

## FACILITY PAINTING PROJECT

SECTION 09000 - RTA RIVERSIDE (ALL BUILDINGS)

1825 THIRD STREET

RIVERSIDE, CA 92517

### B. Workmanship:

1. All work will be performed by experienced skillful craftsmen to assure finished work of first-class quality and durability.
2. All paints and coatings shall be mixed and applied strictly in accordance with the manufacturer's printed instructions.
3. All materials shall be applied evenly with proper film thickness and free of runs, sags, skips and other defects. Enamel shall be sanded lightly between coats, dusted and cleaned before recoating.
4. All work shall be done under favorable weather conditions or the work shall be suitably protected from the weather.
5. Paint Manufacturer does not take responsibility for surface preparation or material application

### 1.04 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the job site in new, original and unopened containers bearing Manufacturer's name, trade name and color name and number.

### B. Storage of materials:

1. Store only acceptable project materials on site.
2. Store in suitable location.
3. Restrict storage to paint materials and related equipment.
4. Comply with health and fire regulations.

### 1.05 CONDITIONS

#### A. Environmental Requirements:

1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be stored and applied.
2. Do not paint when there is a threat of rain within 48 hours or when surface or air temperatures are at or below 50 degrees.
3. Comply with current applicable local, state and federal regulations and requirements.

# FACILITY PAINTING PROJECT

SECTION 09000 - RTA RIVERSIDE (ALL BUILDINGS)

1825 THIRD STREET  
RIVERSIDE, CA 92517

## PART 2 PRODUCTS

### 2.01 MATERIALS

1. Products specified by name number are products of the Dunn-Edwards Corporation, Los Angeles, California.
2. Approved equal products are acceptable.

### 2.02 COLORS

- A. As specified by Owner or Owner's representative.

### 2.03 MIXING AND TINTING

- A. Deliver paints ready mixed to job site.
- B. All paints and coatings shall be mixed and applied strictly in accordance with the manufacturer's printed instructions.
- C. Use tinting colors recommended by manufacturer for specific type of finish.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into acceptable condition through preparatory work as included in Article 3.02 "Preparation of Surfaces". Notify the owner or owner's representative in writing of any defects or conditions which will prevent a satisfactory installation.
- B. Do not proceed with surface preparation or coating application until conditions are suitable.
- C. Commencement of painting implies acceptance of surfaces.

### 3.02 PREPARATION OF SURFACE

- A. Clean all exterior surfaces of loose and scaly paint, rust, mildew, dirt, dust, chalk, efflorescence and other foreign matter by waterblasting, followed by wire brushing, sanding and scraping as required to provide a clean, sound surface for the new paint coatings.
- B. Patch, caulk and repair all surfaces and cracks where necessary with suitable patching materials and smooth off to match adjacent surfaces.

## FACILITY PAINTING PROJECT

SECTION 09000 - RTA RIVERSIDE (ALL BUILDINGS)

1825 THIRD STREET

RIVERSIDE, CA 92517

- C. Degloss all glossy and previously enameled surfaces to provide a roughened surface or "tooth" for good adhesion on subsequent coats.
- D. Prime all bare metal with the suitable Dunn-Edwards metal primer.
- E. SHEEN - See Sheen schedule in Section 3.03.
- F. DO NOT PAINT – MASK ALL CO2 DETECTORS, FIRE SPRINKLERS, LIGHT FIXTURES, AIR CONDITIONER VENTS AND FANS. IF THERE IS A QUESTION OF ITEM OR ITEMS TO BE PAINTED, OBTAIN DIRECTION FROM OWNER.
- G. MUST FOLLOW ALL MANUFACTURES SURFACE PREP AND APPLICATION ON PRODUCT DATA SHEET.
- H. REMOVE BEFORE PAINTING AND REPLACE AFTER PAINTING ALL SIGNAGE.
- I. CONSTRUCTION SUPERINTENDENT IS REQUIRED TO BE ON SITE AT ALL TIMES.
- J. ALL WORK IS TO BE PERFORMED DURING APPROVED WORKING HOURS AND/OR ON WEEKENDS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING TIMES FROM OWNER AND PROVIDING A WORK SCHEDULE FOR OWNERS APPROVAL.
- K. PAINT ALL FIRE ALARM HORN BOXES SAME RED COLOR.

### 3.03 PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or mottled appearance. Properly correct all non-complying work to the satisfaction of owner or owner's representative and the representative of the paint manufacturer.
- C. Paint Application Finish Schedule:

#### BUS WASH WALLS

1 <sup>st</sup> Coat	RUSTOLEUM System (SC9100) 100 VOC DTM Epoxy Mastic
2 <sup>nd</sup> Coat	RUSTOLEUM System (SC9100) 100 VOC DTM Epoxy Mastic

#### EXTERIOR CONCRETE, STUCCO, BLOCK.

## FACILITY PAINTING PROJECT

SECTION 09000 - RTA RIVERSIDE (ALL BUILDINGS)

1825 THIRD STREET  
RIVERSIDE, CA 92517

Spot Prime	EFF-STOP Select (ESSL00)
1 <sup>st</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30) SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50)
2 <sup>nd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50)

### AWNINGS, DUCTS, LOUVERED VENTS, FLASHINGS, AND WINDOW MULLIONS

1 <sup>st</sup> Coat	ULTRA-GRIP Premium, Acrylic Multi Purpose Primer (UGPR00)
2 <sup>nd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)
3 <sup>rd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)

### ROLL UP DOORS, UTILITY DOORS, SUPPORT POSTS, STAIRS, BUS BARN ROOF TRIM.

1 <sup>st</sup> Coat	BLOC-RUST Premium, Rust Preventative Metal Primer (BRPR00)
2 <sup>nd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10),

## FACILITY PAINTING PROJECT

SECTION 09000 - RTA RIVERSIDE (ALL BUILDINGS)

1825 THIRD STREET

RIVERSIDE, CA 92517

3 <sup>rd</sup> Coat	SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60) SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)
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### EXTERIOR STRUCTURE, PIPES, SECURITY COVERS

1 <sup>st</sup> Coat	BLOC-RUST Premium, Rust Preventative Metal Primer (BRPR00)
2 <sup>nd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)
3 <sup>rd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)

### 3.04 PROTECTION AND CLEAN UP

A. Protection: Carefully protect areas where work is in progress from damage.

1. Provide and spread clean dropcloths when and where required to provide the necessary protection.



## FACILITY PAINTING PROJECT

SECTION 09000 - RTA RIVERSIDE (ALL BUILDINGS)

1825 THIRD STREET

RIVERSIDE, CA 92517

2. Immediately clean-up all accidental spatter, spillage, misplaced paint and restore the affected surface to its original condition.
- B. Clean-Up: At completion of each work day, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.

END OF SECTION

# FACILITY PAINTING PROJECT

SECTION 09000 - HEMET (RTA) ALL BUILDINGS  
700 SCARAMELLA CIRCLE  
HEMET, CA 92545

## **EXTERIOR PAINTING SPECIFICATION**

### PART 1 GENERAL

#### 1.01 WORK INCLUDED

- A. The work includes furnishing of materials and equipment and completion of painting and painter's finish on exposed surfaces as required to complete finishing of all exterior/interior surfaces including:
- B. Thoroughly examine specifications, site of work and conditions under which work will be performed before submitting a proposal. Surfaces which cannot be prepared or painted as specified shall be immediately brought to the attention of the owner or owner's representative in writing. No changes or substitutions to this specification will be accepted.
  - 1. Starting of work without such notification will be considered acceptance by the Contractor of surfaces involved.
  - 2. The Contractor shall replace unsatisfactory work caused by improper or defective surfaces, as directed by the owner's representative at no additional cost.

#### 1.02 WORK NOT INCLUDED

- A. As specified by Owner or Owner's representative.

#### 1.03 QUALITY ASSURANCE

- A. Include on label of containers.
  - 1. Manufacturer's name.
  - 2. Type of paint.
  - 3. Manufacturer's stock number.
  - 4. Manufacturer's color name and number.
  - 5. Instructions for thinning or reducing, where applicable.
- B. Workmanship:
  - 1. All work will be performed by experienced skillful craftsmen to assure finished work of first-class quality and durability.

## FACILITY PAINTING PROJECT

SECTION 09000 - HEMET (RTA) ALL BUILDINGS

700 SCARAMELLA CIRCLE

HEMET, CA 92545

2. All paints and coatings shall be mixed and applied strictly in accordance with the manufacturer's printed instructions.
3. All materials shall be applied evenly with proper film thickness and free of runs, sags, skips and other defects. Enamel shall be sanded lightly between coats, dusted and cleaned before recoating.
4. All work shall be done under favorable weather conditions or the work shall be suitably protected from the weather.
5. Paint Manufacturer does not take responsibility for surface preparation or material application

### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in new, original and unopened containers bearing Manufacturer's name, trade name and color name and number.
- B. Storage of materials:
  1. Store only acceptable project materials on site.
  2. Store in suitable location.
  3. Restrict storage to paint materials and related equipment.
  4. Comply with health and fire regulations.

### 1.05 CONDITIONS

- A. Environmental Requirements:
  1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be stored and applied.
  2. Do not paint when there is a threat of rain within 48 hours or when surface or air temperatures are at or below 50 degrees.
  3. Comply with current applicable local, state and federal regulations and requirements.

# FACILITY PAINTING PROJECT

SECTION 09000 - HEMET (RTA) ALL BUILDINGS  
700 SCARAMELLA CIRCLE  
HEMET, CA 92545

## PART 2 PRODUCTS

### 2.01 MATERIALS

1. Products specified by name number are products of the Dunn-Edwards Corporation, Los Angeles, California.
2. Approved equal products are acceptable.

### 2.02 COLORS

- A. As specified by Owner or Owner's representative.

### 2.03 MIXING AND TINTING

- A. Deliver paints ready mixed to job site.
- B. All paints and coatings shall be mixed and applied strictly in accordance with the manufacturer's printed instructions.
- C. Use tinting colors recommended by manufacturer for specific type of finish.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution, permanence or quality of work and which cannot be put into acceptable condition through preparatory work as included in Article 3.02 "Preparation of Surfaces". Notify the owner or owner's representative in writing of any defects or conditions which will prevent a satisfactory installation.
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- B. Patch, caulk and repair all surfaces and cracks where necessary with suitable patching materials and smooth off to match adjacent surfaces.

## FACILITY PAINTING PROJECT

SECTION 09000 - HEMET (RTA) ALL BUILDINGS  
700 SCARAMELLA CIRCLE  
HEMET, CA 92545

- C. Degloss all glossy and previously enameled surfaces to provide a roughened surface or "tooth" for good adhesion on subsequent coats.
- D. Prime all bare metal with the suitable Dunn-Edwards metal primer.
- E. SHEEN - See Sheen schedule in Section 3.03.
- F. DO NOT PAINT – MASK ALL CO2 DETECTORS, FIRE SPRINKLERS, LIGHT FIXTURES, AIR CONDITIONER VENTS AND FANS. IF THERE IS A QUESTION OF ITEM OR ITEMS TO BE PAINTED, OBTAIN DIRECTION FROM OWNER.
- G. MUST FOLLOW ALL MANUFACTURES SURFACE PREP AND APPLICATION ON PRODUCT DATA SHEET.
- H. REMOVE BEFORE PAINTING AND REPLACE AFTER PAINTING ALL SIGNAGE.
- I. CONSTRUCTION SUPERINTENDENT IS REQUIRED TO BE ON SITE AT ALL TIMES.
- J. ALL WORK IS TO BE PERFORMED DURING APPROVED WORKING HOURS AND/OR ON WEEKENDS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING TIMES FROM OWNER AND PROVIDING A WORK SCHEDULE FOR OWNERS APPROVAL.
- K. PAINT ALL FIRE ALARM HORN BOXES SAME RED COLOR.

### 3.03 PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or mottled appearance. Properly correct all non-complying work to the satisfaction of owner or owner's representative and the representative of the paint manufacturer.
- C. Paint Application Finish Schedule:

#### BUS WASH WALLS

1 <sup>st</sup> Coat	RUSTOLEUM System (SC9100) 100 VOC DTM Epoxy Mastic
2 <sup>nd</sup> Coat	RUSTOLEUM System (SC9100) 100 VOC DTM Epoxy Mastic

#### AWNINGS, DUCTS, LOUVERED VENTS, FLASHINGS, AND WINDOW MULLIONS

1 <sup>st</sup> Coat	ULTRA-GRIP Premium, Acrylic Multi Purpose Primer (UGPR00)
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## FACILITY PAINTING PROJECT

SECTION 09000 - HEMET (RTA) ALL BUILDINGS

700 SCARAMELLA CIRCLE

HEMET, CA 92545

2 <sup>nd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)
3 <sup>rd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)

### ROLL UP DOORS, UTILITY DOORS, SUPPORT POSTS, STAIRS, GUTTERS.

1 <sup>st</sup> Coat	BLOC-RUST Premium, Rust Preventative Metal Primer (BRPR00)
2 <sup>nd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10), SPARTASHIELD, Exterior Eggshell Paint (SSHL30), SPARTASHIELD, Exterior Low Sheen Paint (SSHL40), SPARTASHIELD, Exterior Semi-Gloss Paint (SSHL50) OR EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)
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### EXTERIOR STRUCTURE, PIPES, SECURITY COVERS

1 <sup>st</sup> Coat	BLOC-RUST Premium, Rust Preventative Metal Primer (BRPR00)
2 <sup>nd</sup> Coat	SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10),

## FACILITY PAINTING PROJECT

SECTION 09000 - HEMET (RTA) ALL BUILDINGS

700 SCARAMELLA CIRCLE

HEMET, CA 92545

3<sup>rd</sup> Coat

SPARTASHIELD, Exterior Eggshell Paint (SSHL30),  
SPARTASHIELD, Exterior Low Sheen Paint

(SSHL40),

SPARTASHIELD, Exterior Semi-Gloss Paint

(SSHL50)

OR

EVERSHIELD, Exterior /Interior Gloss Paint (EVSH60)

SPARTASHIELD, Exterior 100% Acrylic Flat Paint

(SSHL10),

SPARTASHIELD, Exterior Eggshell Paint (SSHL30),

SPARTASHIELD, Exterior Low Sheen Paint

(SSHL40),

SPARTASHIELD, Exterior Semi-Gloss Paint

(SSHL50)

OR

EVERSHIELD, Exterior /Interior Gloss Paint

(EVSH60)

### 3.04 PROTECTION AND CLEAN UP

- A. Protection: Carefully protect areas where work is in progress from damage.
  - 1. Provide and spread clean dropcloths when and where required to provide the necessary protection.
  - 2. Immediately clean-up all accidental spatter, spillage, misplaced paint and restore the affected surface to its original condition.
- B. Clean-Up: At completion of each work day, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.

END OF SECTION

FACILITY PAINTING PROJECT

**ATTACHMENT 1**  
**BUILDING ELEVATIONS SHEETS**



**GENERAL NOTES:**

1. ALL PAINTED DOORS AND FRAMES TO BE PAINTED TO MATCH EXISTING. DO NOT PAINT OVER RATED FLOOR AND FRAME LABELS. DO NOT PAINT ANODIZED ALUMINUM DOOR / WINDOW FRAMES.
2. ALL SURFACES TO BE PAINTED ARE TO BE PREPARED PER THE CONTRACT SPECIFICATIONS.
3. CONTRACTOR TO PROVIDE A MOCK-UP OF EACH PAINT COLOR FOR OWNER & ARCHITECTS APPROVAL PRIOR TO PAINTING ENTIRE SURFACES.
6. NOT ALL CONDITIONS, ELEVATIONS AND DETAILS HAVE BEEN SHOWN GRAPHICALLY ON PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ATTEND THE PRE-BID JOB WALK OR SET AN INDIVIDUAL APPOINTMENT WITH RTA TO REVIEW ALL CONDITIONS ON SITE.

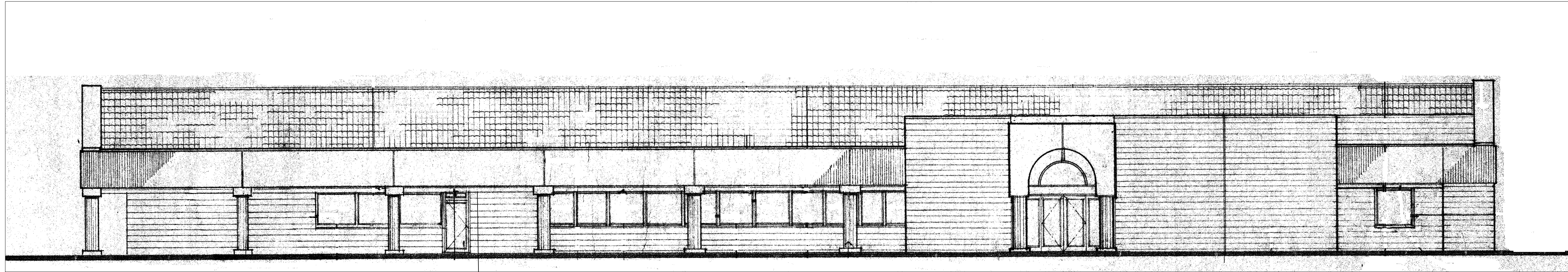
**EXTERIOR FINISH SCHEDULE**

TAG	PAINT REFERENCE NUMBER	PAINT COLOR	NOTES
A	DE5860	SLUMBER	EGGSHELL
B			
C			
D			
E			
F			
G			

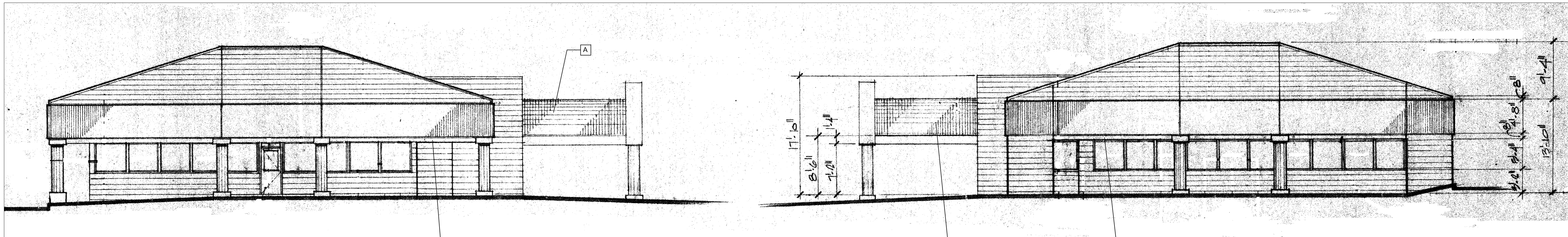
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**TKE**  
PLANNING

2305 Chicago Ave  
Riverside, Ca 92506  
p. 951.680.0440  
f. 951.680.0490

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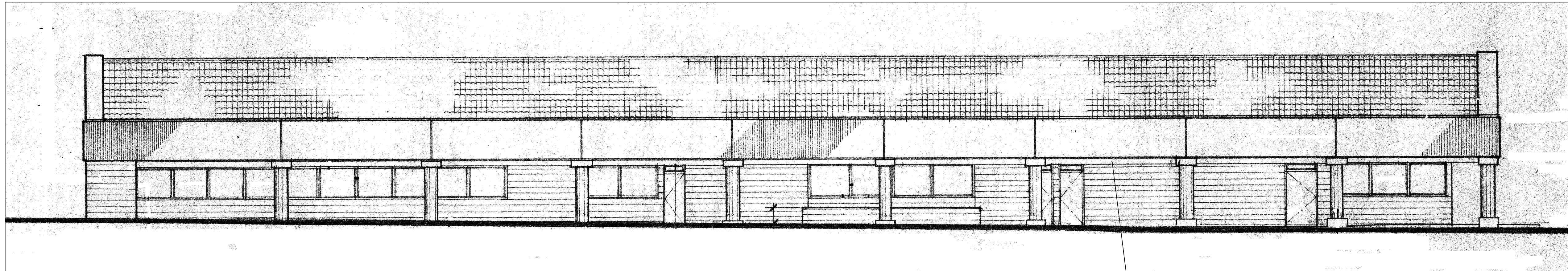
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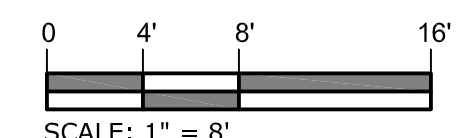
A ACCENT BAND

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A ACCENT BAND



A ACCENT BAND



EXTERIOR ELEVATIONS 1/8"=1'-0"

REVISIONS

ADMINISTRATION  
BUILDING  
EXTERIOR ELEVATIONS  
AND FINISH SCHEDULE  
PO # 27566

SHEET TITLE

CLIENT  
**RTA**  
Riverside Transit Agency (Riverside)  
1825 Third Street  
Riverside, Ca 92517

PROJECT  
RIVERSIDE FACILITY  
ADMIN BUILDING



PROJECT NO: 1005-01

DATE: 05/4/2012

SHEET NO.

**A3.1**

4 OF 9

98% SUBMITTAL. NOT FOR CONSTRUCTION.

**GENERAL NOTES:**

1. ALL PAINTED DOORS AND FRAMES TO BE PAINTED DE8560. DO NOT PAINT OVER RATED DOOR AND FRAME LABELS. DO NOT PAINT ANODIZED ALUMINUM DOOR / WINDOW FRAMES.
2. ALL SURFACES TO BE PAINTED ARE TO BE PREPARED PER THE CONTRACT SPECIFICATIONS.
3. CONTRACTOR TO PROVIDE A MOCK-UP OF EACH PAINT COLOR FOR OWNER & ARCHITECTS APPROVAL PRIOR TO PAINTING ENTIRE SURFACES.
4. NOT ALL CONDITIONS, ELEVATIONS AND DETAILS HAVE BEEN SHOWN GRAPHICALLY ON PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ATTEND THE PRE-BID JOB WALK OR SET AN INDIVIDUAL APPOINTMENT WITH RTA TO REVIEW ALL CONDITIONS ON SITE.

**EXTERIOR FINISH SCHEDULE**

TAG	PAINT REFERENCE NUMBER	PAINT COLOR	NOTES
A	DE5860	SLUMBER	EGGSHELL
B	DEW383	COOL DECEMBER	EGGSHELL
C	REPAINT EXISTING RED BAND	MATCH RED COLOR	EGGSHELL
D			
E			
F			
G			

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Riverside, Ca 92506  
p. 951.680.0440  
f. 951.680.0490

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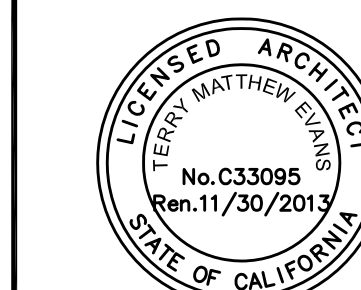
REVISIONS

**BUS MAINTENANCE BUILDING**  
**EXTERIOR ELEVATIONS AND FINISH SCHEDULE**  
PO # 27565

SHEET TITLE

CLIENT  
**RTA**  
Riverside Transit Agency (Riverside)  
1825 Third Street  
Riverside, Ca 92517

PROJECT  
**RIVERSIDE FACILITY**  
**BUS MAINTENANCE BUILDING**



PROJECT NO: 1005-01

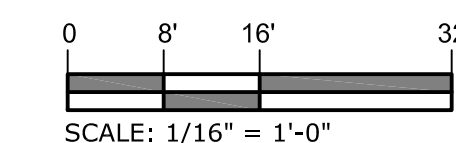
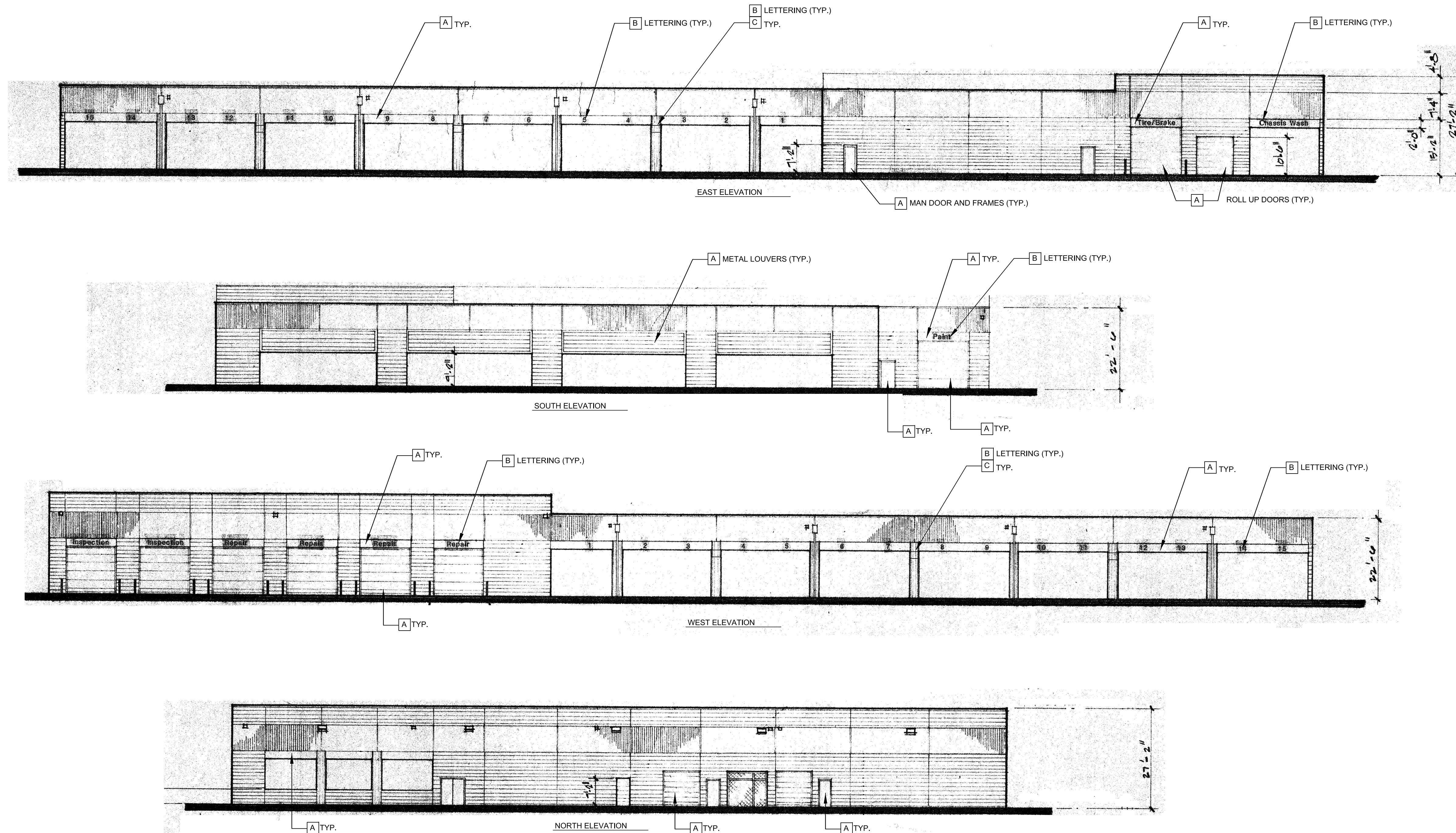
DATE: 05/4/2012

SHEET NO.

**A4.2**

7 OF 9

90% SUBMITTAL. NOT FOR CONSTRUCTION.



**EXTERIOR ELEVATIONS** 1/16"=1'-0" 1

**GENERAL NOTES:**

1. ALL PAINTED DOORS AND FRAMES TO BE PAINTED DE5860. DO NOT PAINT OVER RATED DOOR AND FRAME LABELS. DO NOT PAINT ANODIZED ALUMINUM DOOR / WINDOW FRAMES.
2. ALL SURFACES TO BE PAINTED ARE TO BE PREPARED PER THE CONTRACT SPECIFICATIONS.
3. CONTRACTOR TO PROVIDE A MOCK-UP OF EACH PAINT COLOR FOR OWNER & ARCHITECTS APPROVAL PRIOR TO PAINTING ENTIRE SURFACES.
4. REMOVE EXISTING TOILET PARTITIONS AND RE-POWDER COAT AND RE-INSTALL.
5. ALL DOORS, FRAMES & ROLL-UP DOORS TO RECEIVE SEMI-GLOSS PAINT.
6. PAINT RAMP HANDRAILS NORTH OF COIN BUILDING DE5860 SLUMBER.
7. NOT ALL CONDITIONS, ELEVATIONS AND DETAILS HAVE BEEN SHOWN GRAPHICALLY ON PLAN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ATTEND THE PRE-BID JOB WALK OR SET AN INDIVIDUAL APPOINTMENT WITH RTA TO REVIEW ALL CONDITIONS ON SITE.

**EXTERIOR FINISH SCHEDULE**

TAG	PAINT REFERENCE NUMBER	PAINT COLOR	NOTES
A	DE5860	SLUMBER	EGGSHELL
B	MATCH BUS WASH BUILDING	TAN	EGGSHELL
C	OSHA SAFETY YELLOW	OSHA SAFETY YELLOW	EGGSHELL
D			
E			
F			
G			

**INTERIOR FINISH SCHEDULE**

ROOM NO.	LOCATION		MATERIAL							REMARKS
	ROOM NAMES	FLOORING	BASE	CEILING	CLG. HT.-%	NORTH WALL	EAST WALL	SOUTH WALL	WEST WALL	
OFFICES										

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Riverside, Ca 92506  
p. 951.680.0440  
f. 951.680.0490

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REVISIONS

**COIN BUILDING  
EXTERIOR ELEVATIONS,  
FLOOR PLAN,  
AND FINISH SCHEDULES**  
PO # 27565

SHEET TITLE

CLIENT  
**RTA**  
Riverside Transit Agency (Riverside)  
1825 Third Street  
Riverside, Ca 92517  
PROJECT  
**RIVERSIDE FACILITY  
COIN BUILDING**



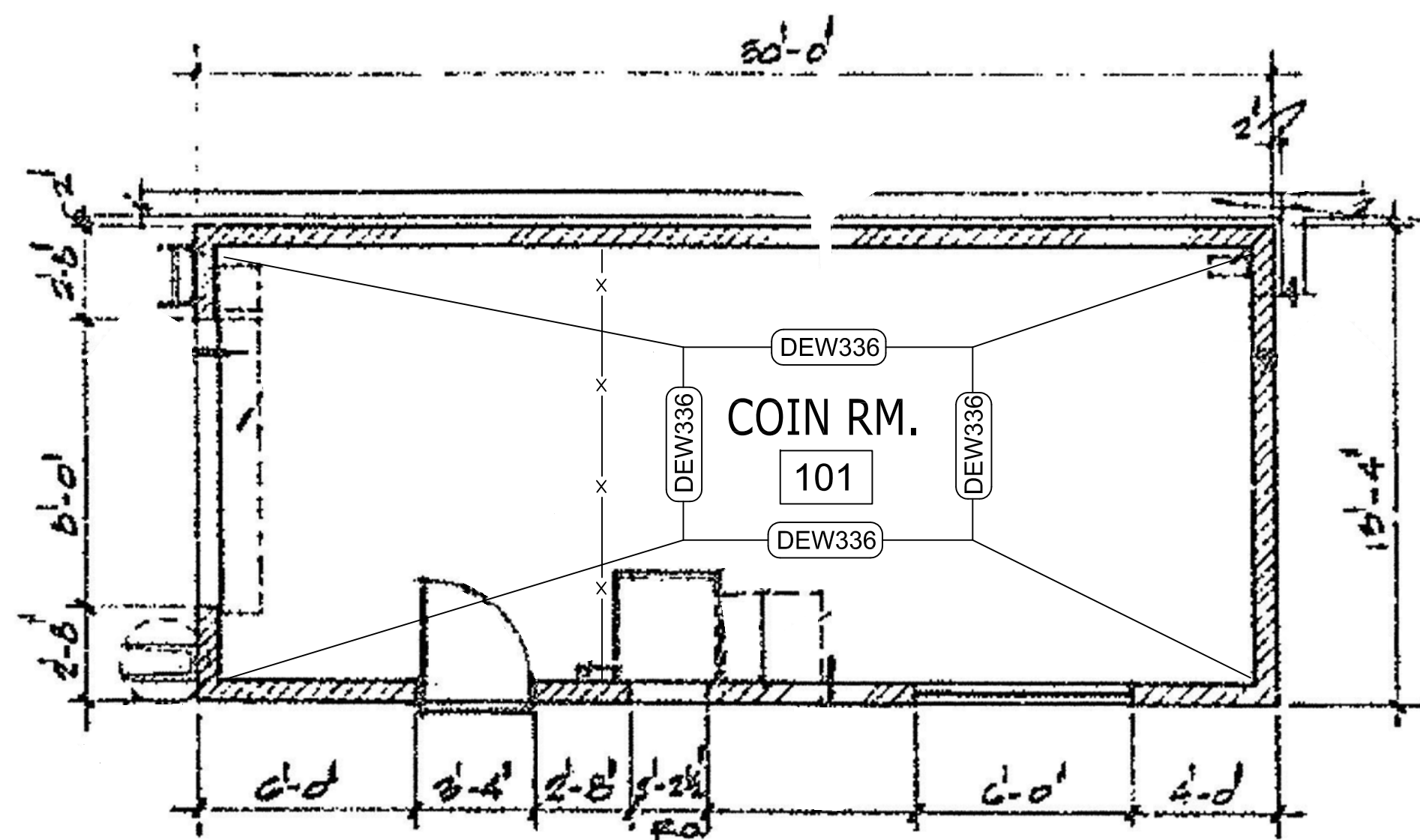
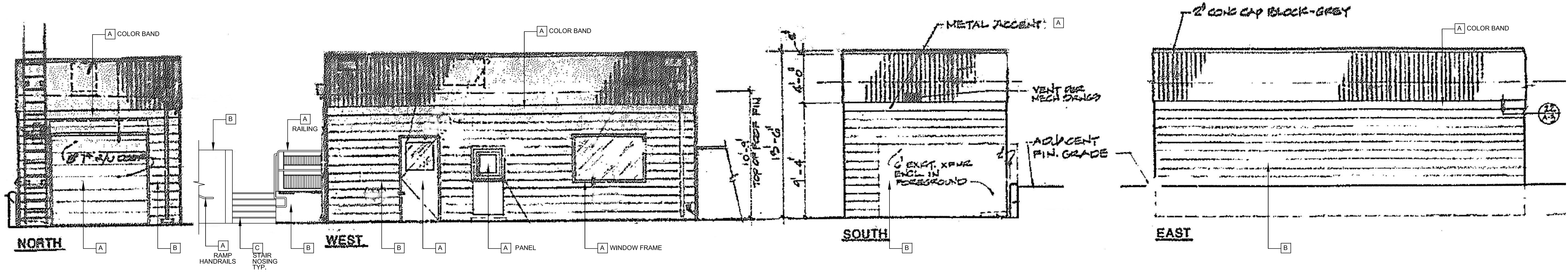
PROJECT NO: 1005-01

DATE: 05/4/2012

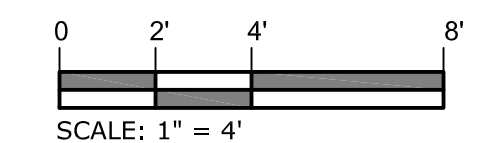
SHEET NO.

**A5.0**

8 OF 9



**FLOOR PLAN**  
1/4"=1'-0"



EXTERIOR ELEVATIONS 1/4"=1'-0" 1

90% SUBMITTAL. NOT FOR CONSTRUCTION.













FACILITY PAINTING PROJECT

**ATTACHMENT 2**  
**BREAKDOWN OF TASKS**

# FACILITY PAINTING PROJECT

## FY24 Facility Painting Project - Breakdown of Tasks

### Riverside Facility -

Administration Bldg.		North	East	South	West
	Bldg. Accent Band	yes	yes	yes	yes
	Front Lobby Canopy	n/a	n/a	n/a	yes
	Exterior Doors/Trim	n/a	yes	n/a	n/a
Bus Wash		North	East	South	West
	Exterior CMU Wall	yes	yes	yes	yes
	Interior CMU Wall	yes	yes	yes	yes
	Exterior Doors/Trim	yes	n/a	yes	n/a
Coin Room		North	East	South	West
	CMU Wall	yes	yes	yes	yes
	Bldg. Accent Band	yes	yes	yes	yes
	Rollup Door	yes	n/a	n/a	n/a
	Exterior Doors/Trim	n/a	n/a	n/a	yes
	Farebox Access Door	n/a	n/a	n/a	yes
	Handrails	yes	n/a	n/a	n/a
	Roof Ladder	yes	n/a	n/a	n/a
	Downspout	yes	n/a	n/a	n/a
CMU Block Wall - East Bus Yard		North	East	South	West
		n/a	yes	n/a	yes
Durahart Bldg.		North	East	South	West
	Bldg. CMU Wall/Stem Wall	yes	yes	n/a	yes
	Bldg. Roof Trim	yes	yes	yes	yes
	Bldg. Accent Band	yes	yes	yes	yes
	Downspouts	n/a	yes	n/a	yes
	Handrails	yes	n/a	n/a	yes
Maintenance Bldg. & Bus Barn		North	East	South	West
	Bldg. Accent Band	yes	yes	yes	yes
	Metal Louvers	n/a	n/a	yes	n/a
	Lettering (Rows 1 - 15, Maint Bays)	yes	yes	yes	yes
	Rollup Doors	yes	yes	yes	yes
	Exterior Doors/Trim	yes	yes	yes	yes

### Hemet Facility -

Admin/Maint Bldg.		North	East	South	West
	Bldg. Wall	yes	yes	yes	yes
	Bldg. Roof Trim	yes	yes	yes	yes
	Bldg. Window Trim	yes	yes	yes	yes
	Rollup Doors	n/a	yes	n/a	yes
	Exterior Doors/Trim	yes	yes	yes	yes
	Bus Wash Column	yes	yes	n/a	yes
Coin Room		North	East	South	West
	Bldg. Wall	yes	yes	yes	yes
	Columns	yes	yes	yes	yes
	Bldg. Roof Trim	yes	yes	yes	yes
	Rollup Door	n/a	n/a	n/a	yes
	Exterior Doors/Trim	yes	n/a	yes	n/a
	Farebox Access Door	yes	n/a	n/a	n/a
Wentworth Bldg. (Optional)		North	East	South	West
	Bldg. Wall	yes	yes	yes	yes
	Columns	yes	yes	yes	yes
	Bldg. Roof Trim	yes	yes	yes	yes
	Rollup Door	n/a	yes	n/a	n/a
	Exterior Doors/Trim	yes	yes	yes	yes

FACILITY PAINTING PROJECT

**ATTACHMENT 3**  
**ADDITIONAL BUILDING PHOTOS**

# FACILITY PAINTING PROJECT

## FY24 Facility Painting Project – Additional Building Photos

Riverside Bus Wash -



Riverside Coin Room -



# FACILITY PAINTING PROJECT

## FY24 Facility Painting Project – Additional Building Photos

Riverside Block Wall -



Riverside Block Wall -



# FACILITY PAINTING PROJECT

## FY24 Facility Painting Project – Additional Building Photos

Riverside Durahart Building - Front



Riverside Durahart Building - Side



**SECTION IV**  
**BID PACKAGE FORMS**

The forms in this section are in PlanetBids under the Documents Tab

Exhibit B - Bid Form/Schedule  
Exhibit C - Required Forms

**SECTION V**  
**TERMS AND CONDITIONS**



1 **PROPOSED AGREEMENT NO. M24005F**

2 **BETWEEN**

3 **RIVERSIDE TRANSIT AGENCY**

4 **AND**

5 **CONTRACTOR**

6  
7 **THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
8 2024, by and between RIVERSIDE TRANSIT AGENCY, located at 1825 Third Street, Riverside,  
9 California 92507 (hereinafter referred to as "AGENCY"), and CONTRACTOR located at address  
10 **(Name/Address)** (hereinafter referred to as "CONTRACTOR").

11  
12 **WITNESSETH:**

13 **WHEREAS** AGENCY desires the services of CONTRACTOR to paint the facilities located in  
14 Riverside, CA and Hemet, CA; and

15 **WHEREAS** said work cannot be performed by the regular employees of AGENCY; and

16 **WHEREAS** CONTRACTOR has represented that it has the requisite personnel and experience,  
17 and is capable of performing such services; and

18 **WHEREAS** CONTRACTOR wishes to perform these services.

19 **NOW THEREFORE** it is mutually understood and agreed by AGENCY and CONTRACTOR as  
20 follows:

21  
22 **ARTICLE 1. COMPLETE AGREEMENT**

23 A. This Agreement, exhibits and documents incorporated herein and made applicable by  
24 reference, including Exhibit A "Statement of Work" and all associated attachments, Exhibit B  
25 "CONTRACTOR'S bid", Attachment A "FTA Terms and Conditions", and Attachment B "California  
26 Prevailing Wage Law Required Clauses", constitutes the complete and exclusive statement of the terms  
27 and conditions of the Agreement between AGENCY and CONTRACTOR and supersedes all prior  
28 representations, agreements, understandings and communications with respect thereto.

29 B. AGENCY'S failure to insist in any one or more instances upon CONTRACTOR'S performance  
30 of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of  
31 AGENCY'S right to such performance or to future performance of such term(s) or condition(s) and  
32 CONTRACTOR'S obligation in respect thereto shall continue in full force and effect. Changes to any  
33 portion of this Agreement shall not be binding upon AGENCY except when specifically confirmed in  
34 writing by an authorized representative of AGENCY by way of a written amendment to this Agreement  
35 and issued in accordance with the provisions contained in this Agreement.

**ARTICLE 2. ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:  
(1) the provisions of this Agreement and all subsequent Amendments to this Agreement, including all exhibits and documents attached hereto; (2) the provisions of **IFB M24005F** as addended; (3) CONTRACTOR'S bid dated (**date**); and all other documents, if any, cited herein or incorporated by reference.

**ARTICLE 3. TERM OF AGREEMENT**

This Agreement shall commence upon execution by both AGENCY and CONTRACTOR and shall continue in full force and effect until project completion unless earlier terminated or extended as provided in this Agreement.

**ARTICLE 4. AGENCY DESIGNEE**

The Chief Executive Officer of AGENCY, or their designee, shall have the authority to act for and exercise any rights of AGENCY as set forth in this Agreement, subsequent to and in accordance with, the authorization granted by AGENCY'S Board of Directors.

**ARTICLE 5. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notice(s) in person or by depositing said notice(s) in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**TO AGENCY:**

Riverside Transit Agency

1825 Third Street

P.O. Box 59968

Riverside, CA 92517-1968

**ATTENTION: Melissa Blankenship**

Title: Director of Contracts

Phone: (951) 565-5192

Email: [mblankenship@rivsidetransit.com](mailto:mblankenship@rivsidetransit.com)

**TO CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTENTION:** \_\_\_\_\_

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

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

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

**ARTICLE 6. STATEMENT OF WORK**

CONTRACTOR shall perform the work necessary to complete, in a manner satisfactory to AGENCY, the services set forth in Exhibit A "Statement of Work", inclusive of all attachments set forth herein. CONTRACTOR shall also perform in accordance with its bid to AGENCY dated (**date**). All

1 services shall be provided at the times and places designated by AGENCY.  
2

3 **ARTICLE 7. DELIVERY SCHEDULE**

4 A. CONTRACTOR shall fully complete the herein above-described work within **90 calendar**  
5 **days** from the effective date of the written Notice to Proceed as issued by AGENCY, unless earlier  
6 terminated or extended as provided elsewhere in this Agreement.

7 B. CONTRACTOR shall give AGENCY not less than seven (7) calendar days advance notice  
8 in general of the start of any work, and fourteen (14) calendar days' notice for major installations. Within  
9 five (5) calendar days after said Notice, CONTRACTOR shall provide any installation schedules as may  
10 be requested by AGENCY.

11 C. CONTRACTOR shall deliver FOB destination unless the Agreement otherwise stipulates.  
12 COD shipments will not be accepted. Delivery charges that were not indicated in the accepted offer will  
13 be disallowed. AGENCY will not take Title until Deliverables are received at the Agreement designated  
14 location.  
15

16 **ARTICLE 8. ACCEPTANCE**

17 A. Conditional Acceptance

18 AGENCY shall grant CONTRACTOR project conditional acceptance in writing upon substantial  
19 completion of work per the Statement of Work/Technical Specifications, as determined by AGENCY.  
20 Project conditional acceptance is defined as that point in time in which all major project activities have  
21 been completed, and only a punch list of open items and/or minor deficiencies remain to be corrected by  
22 CONTRACTOR.

23 B. Final Acceptance

24 AGENCY shall grant CONTRACTOR project final acceptance in writing upon completion of the  
25 punch list created during conditional acceptance. Project final acceptance is defined as that point in time  
26 in which CONTRACTOR has met all of its contractual obligations to AGENCY'S satisfaction and the  
27 system is fully operational with no deficiencies existing. Project final acceptance does not excuse  
28 CONTRACTOR'S performance of its obligations related to the equipment and service warranties.  
29 Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to  
30 fraud, or AGENCY'S rights under any warranty or guarantee.  
31

32 **ARTICLE 9. MAXIMUM OBLIGATION**

33 Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONTRACTOR  
34 mutually agree that AGENCY'S maximum cumulative payment obligation hereunder, including obligation  
35 for CONTRACTOR'S profit, shall be (**written dollar value and (\$XXX,XXX)**), which shall include all  
36 amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due

1 to performance under, or termination of this Agreement.  
2

3 **ARTICLE 10. PAYMENT (CONSTRUCTION)**

4 A. For CONTRACTOR'S full and complete performance of its obligations under this  
5 Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 9  
6 "Maximum Obligation", AGENCY shall pay CONTRACTOR on a firm-fixed-price basis in accordance with  
7 Exhibit B "CONTRACTOR'S bid" attached to and, by this reference, incorporated in and made a part of  
8 this Agreement.

9 B. CONTRACTOR shall invoice AGENCY on a monthly basis for payments corresponding  
10 to the work actually completed by CONTRACTOR. Percentage of work completed shall be documented  
11 in a monthly progress report prepared by CONTRACTOR, which report shall accompany each invoice  
12 submitted by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be  
13 requested by AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may  
14 decline to make full payment for any item until such time as CONTRACTOR has documented, to  
15 AGENCY'S satisfaction, that CONTRACTOR has fully completed all work required under that item.  
16 AGENCY'S payment in full for any item shall not constitute AGENCY'S final acceptance of  
17 CONTRACTOR'S work under such task; final acceptance shall only occur as set forth in Article 31  
18 "Acceptance".

19 C. As partial security against CONTRACTOR'S failure to satisfactorily fulfill all of its  
20 obligations under this Agreement, AGENCY shall retain **five percent (5%)** of the amount of each invoice  
21 submitted for payment by CONTRACTOR. In lieu of AGENCY'S retention of funds hereunder,  
22 CONTRACTOR may avail itself of the requirement under Public Contract Code Section 22300 relating to  
23 the substitution of securities for any moneys withheld by AGENCY. All retained funds shall be released  
24 by AGENCY and shall be paid to CONTRACTOR within sixty (60) days of payment of final invoice, unless  
25 AGENCY elects to audit CONTRACTOR'S records in accordance with Article 30 "Audit and Inspection"  
26 of this Agreement. If AGENCY elects to audit, retained funds shall be paid to CONTRACTOR within  
27 thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by  
28 such audit. Payments will be based upon actual completion and AGENCY acceptance of each milestone  
29 event or portion thereof. If AGENCY determines that an invoice does not comply with the above  
30 requirements, CONTRACTOR shall be notified in writing of the issue(s) related to the invoice within seven  
31 (7) days of AGENCY'S receipt of the invoice. AGENCY reserves the right to withhold payments in the  
32 event of CONTRACTOR'S performance being materially non-compliant with the Agreement. Unless  
33 otherwise specified in the Agreement, no invoice shall be issued prior to completion of the work being  
34 invoiced. CONTRACTOR'S final invoice shall be clearly marked "FINAL".

35 D. Invoices shall be submitted in duplicate to AGENCY'S Accounts Payable Office. Each  
36 invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article.

1 AGENCY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice.  
2 Each invoice shall include the following information:

- 3 1. Agreement No. M24005F;
- 4 2. Specify the items listed on Exhibit B "CONTRACTOR'S bid" for which payment is being  
5 requested;
- 6 3. The time period covered by the invoice;
- 7 4. Total invoice amount (including project-to-date cumulative invoice amount); and
- 8 5. Such other information as requested by AGENCY.

9  
10 **ARTICLE 11. PROMPT PAYMENT (CONSTRUCTION)**

11 A. If provided for in Article 10 "Payment" of this Agreement, AGENCY shall hold retainage from  
12 the Prime Contractor and shall make prompt and regular incremental acceptances of portions of the  
13 contract, as determined by AGENCY, and pay retainage to the Prime Contractor based on these  
14 acceptances. The Prime Contractor or Subcontractor shall return all monies held in retention from a  
15 Subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and  
16 accepted, including incremental acceptances of portions of the contract work by AGENCY.

17 B. The Code of Federal Regulation (49 C.F.R. 26.29) requires that any delay or postponement  
18 of payment over thirty (30) days may take place only for good cause and with AGENCY'S prior written  
19 approval. Any violation of this provision shall subject the violating Prime Contractor or Subcontractor to  
20 the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and  
21 Professions Code. These requirements shall not be construed to limit or impair any contractual,  
22 administrative, or judicial remedies, otherwise available to the Prime Contractor or Subcontractor, in the  
23 event of a dispute involving late payment or non-payment by the Prime Contractor, deficient subcontract  
24 performance, or noncompliance by a subcontractor. This provision applies to both Disadvantaged  
25 Business Enterprise (DBE) and non-Disadvantaged Business Enterprise (non-DBE) Prime Contractors  
26 and Subcontractors.

27 C. Failure to comply with this provision or delay in payment, without prior written approval from  
28 AGENCY, will constitute noncompliance, which may result in the termination of the Agreement or other  
29 such remedy as AGENCY deems appropriate. AGENCY reserves the right to request the appropriate  
30 documentation from CONTRACTOR showing payment has been made to the Subcontractor(s).

31 D. These Prompt Payment provisions must be incorporated in all subcontract agreements issued  
32 by CONTRACTOR under this Agreement.

33  
34 **ARTICLE 12. INDEPENDENT CONTRACTOR**

35 CONTRACTOR'S relationship to AGENCY in the performance of this Agreement is that of an  
36 Independent Contractor. CONTRACTOR'S personnel performing services under this Agreement shall

1 at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of  
2 CONTRACTOR and not employees of AGENCY. CONTRACTOR shall pay all wages, salaries and other  
3 amounts due its employees in connection with this Agreement and shall be responsible for all reports  
4 and obligations respecting them, such as social security, income tax withholding, unemployment  
5 compensation, worker's compensation and similar matters.

6  
7 **ARTICLE 13. ASSIGNMENTS AND SUBCONTRACTING**

8 A. Neither this Agreement, nor any interest herein or claim hereunder, may be assigned by  
9 CONTRACTOR either voluntarily or by operation of law, nor may all, or any part, of this Agreement be  
10 subcontracted by CONTRACTOR, without the prior written consent of AGENCY. Consent by AGENCY  
11 shall not be deemed to relieve CONTRACTOR of its obligation to comply fully with all terms and  
12 conditions of this Agreement.

13 B. AGENCY hereby consents to CONTRACTOR'S subcontracting of portions of the Statement  
14 of Work to the parties identified below for the functions described in CONTRACTOR'S bid.  
15 CONTRACTOR shall include in the subcontract Agreement the stipulation that CONTRACTOR, not  
16 AGENCY, is solely responsible for payment to the subcontractor for the amounts owing, and that the  
17 subcontractor shall have no claim, and shall take no action, against AGENCY, its officers, directors,  
18 employees, or sureties for nonpayment by CONTRACTOR.

19 **Subcontractor's Name/Address**  
20 ***(From Bid)***

**Subcontract % Amount**  
***(From Bid)***

21  
22 C. CONTRACTOR shall include, in the subcontract agreement, a stipulation that the  
23 subcontractor shall maintain insurance coverage in the amounts required from CONTRACTOR as  
24 provided for in this Agreement. At AGENCY'S request, CONTRACTOR shall provide evidence of  
25 subcontractor's insurance coverage.

26 D. CONTRACTOR shall have no right to terminate any subcontract for cause and then perform  
27 the work with its own employees without AGENCY'S prior written consent. AGENCY reserves the right  
28 to require CONTRACTOR to replace its terminated subcontractor with another subcontractor agreeable  
29 to AGENCY, and to do so without any increase or delay in the performance of this Agreement.

30  
31 **ARTICLE 14. BONDING (CONSTRUCTION)**

32 CONTRACTOR shall procure and maintain for the duration of the contract bonds that guarantees  
33 that the terms of the contract will be honored, and the contractor's material suppliers and subs are paid.  
34 CONTRACTOR shall provide:

- 35 1. A performance (Faithful Performance) bond for 100% of the maximum payment obligation  
36 set forth in Article 9 "Maximum Obligation" to AGENCY within 21 days of award of

1 Agreement.

- 2 2. A payment (Material and Labor) bond for 100% of the maximum payment obligation set  
3 forth in Article 9 "Maximum Obligation" to AGENCY within 21 days of award of Agreement.  
4

5 **ARTICLE 15. INSURANCE**

6 CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims  
7 for injuries to persons or damages to property which may arise from or in connection with the performance  
8 of the work hereunder and the results of that work by CONTRACTOR, his agents, representatives,  
9 employees, or subcontractors.

10 **MINIMUM SCOPE OF INSURANCE**

11 Coverage shall be at least as broad as:

12 **1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering  
13 CGL on an "occurrence" basis, including products and completed operations, property damage,  
14 bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence.  
15 If a general aggregate limit applies, either the general aggregate limit shall apply separately to  
16 this project/location or the general aggregate limit shall be twice the required occurrence limit.

17 **2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if  
18 CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit  
19 no less than \$1,000,000 per accident for bodily injury and property damage.

20 **3. Workers' Compensation:** as required by the State of California, with Statutory Limits, and  
21 Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury  
22 or disease. If CONTRACTOR maintains higher limits than the minimums shown above, AGENCY  
23 requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any  
24 available insurance proceeds in excess of the specified minimum limits of insurance and coverage  
25 shall be available to AGENCY.

26 **4. Contractor's Pollution Legal Liability** Insurance appropriate to the CONTRACTOR'S  
27 profession, with limits no less than **\$1,000,000 per occurrence** or claim; **\$2,000,000 aggregate**.

28 **5. Surety Bonds/Fidelity Bonds** - Bonds are required and can be found in Article 14  
29 "Bonding" of this contract.

30 If CONTRACTOR maintains higher limits than the minimums shown above, AGENCY requires and  
31 shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available  
32 insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be  
33 available to AGENCY.

34 **Other Insurance Provisions**

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

36 **Additional Insured Status**

1 AGENCY, its officers, officials, employees, and volunteers are to be covered as additional  
2 insureds on the CGL policy with respect to liability arising out of work or operations performed by  
3 or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection  
4 with such work or operations. General liability coverage can be provided in the form of an  
5 endorsement to CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or  
6 if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and**  
7 CG 20 37 if a later edition is used).

### 8 **Primary Coverage**

9 For any claims related to this contract, CONTRACTOR'S insurance coverage shall be primary  
10 and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects AGENCY, its  
11 officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by  
12 AGENCY, its officers, officials, employees, or volunteers. Any insurance or self-insurance  
13 maintained by AGENCY, its officers, officials, employees, or volunteers shall be excess of  
14 CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to  
15 any Excess or Umbrella liability policies.

### 16 **Umbrella or Excess Policy**

17 CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in  
18 this agreement. This form of insurance will be acceptable provided that all of the Primary and  
19 Umbrella or Excess Policies shall provide all of the insurance coverages herein required,  
20 including, but not limited to, primary and non-contributory, additional insured, Self-Insured  
21 Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall  
22 be provided on a true "following form" or broader coverage basis, with coverage at least as broad  
23 as provided on the underlying Commercial General Liability insurance. No insurance policies  
24 maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss  
25 covered hereunder, shall be called upon to contribute to a loss until CONTRACTOR'S primary  
26 and excess liability policies are exhausted.

### 27 **Notice of Cancellation**

28 Each insurance policy required above shall provide that coverage and shall not be canceled,  
29 except with (30) days prior written notice, of cancellation or material change in coverage provided,  
30 to AGENCY.

### 31 **Waiver of Subrogation**

32 CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer  
33 of said CONTRACTOR may acquire against AGENCY by virtue of the payment of any loss under  
34 such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to  
35 affect this waiver of subrogation, but this provision applies regardless of whether or not AGENCY  
36 has received a waiver of subrogation endorsement from the insurer.



1       **Claims Made Policies**

2       If any of the required policies provide claims-made coverage:

- 3           1. The Retroactive Date must be shown and must be before the date of the contract or the  
4           beginning of contract work.
- 5           2. Insurance must be maintained, and evidence of insurance must be provided for at least  
6           **five (5) years after completion of the contract of work.**
- 7           3. If coverage is canceled or non-renewed, and not replaced **with another claims-made**  
8           **policy form with a Retroactive Date prior to** the contract effective date, CONTRACTOR  
9           must purchase “extended reporting” coverage for a minimum of **five (5) years** after  
10          completion of the work.

11       **Deductibles and Self-Insured Retentions**

12       Any deductibles or self-insured retentions must be declared to and approved by AGENCY.  
13       AGENCY may require CONTRACTOR to purchase coverage with a lower deductible or retention  
14       or provide proof of ability to pay losses and related investigations, claim administration, and  
15       defense expenses within the retention. The policy language shall provide, or be endorsed to  
16       provide, that the self-insured retention may be satisfied by either the named insured or Entity.  
17       Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or  
18       subcontractor who procured such insurance and shall not apply to the Indemnified Additional  
19       Insured Parties. AGENCY may deduct from any amounts otherwise due CONTRACTOR to fund  
20       the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits  
21       the satisfaction of the SIR to the Named. The policy must also provide that Defense costs,  
22       including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. AGENCY  
23       reserves the right to obtain a copy of any policies and endorsements for verification.

24       **Acceptability of Insurers**

25       Insurance is to be placed with insurers authorized to conduct business in the State with a current  
26       A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to AGENCY.

27       **Verification of Coverage**

28       CONTRACTOR shall furnish AGENCY’S Director of Contracts with original certificates and  
29       amendatory endorsements or copies of the applicable policy language effecting coverage  
30       required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL**  
31       **and any Excess policies listing all policy endorsements.** All certificates and endorsements  
32       and copies of the Declarations and Endorsements pages are to be received and approved by  
33       AGENCY before work commences. However, failure to obtain the required documents prior to the  
34       work beginning shall not waive CONTRACTOR’S obligation to provide them. AGENCY reserves  
35       the right to require complete, certified copies of all required insurance policies, including  
36       endorsements required by these specifications, at any time.

1       **Special Risks or Circumstances**

2       AGENCY reserves the right to modify these requirements, including limits, based on the nature  
3       of the risk, prior experience, insurer, coverage, or other special circumstances.

4       **Subcontractor**

5       CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the  
6       requirements stated herein, and CONTRACTOR shall ensure that AGENCY are additional  
7       insureds on insurance required for subcontractors.

8  
9       **ARTICLE 16. INDEMNIFICATION (CONSTRUCTION)**

10       CONTRACTOR shall indemnify, defend, and hold harmless AGENCY, its officers, directors,  
11       employees, and agents, from all losses, damages, claims for personal injury or damages to real or  
12       personal property, to the extent caused by CONTRACTOR'S negligence. CONTRACTOR agrees to  
13       indemnify AGENCY against expenses, including reasonable attorney's fees and liability arising from any  
14       such claim of infringement, provided CONTRACTOR has the right to control the defense or settlement of  
15       any such claim in accordance with the following:

16               1. CONTRACTOR at its own cost and expense, shall indemnify, defend, and hold  
17       harmless AGENCY from, and against, any and all claims, demands, actions, suits, damages,  
18       liabilities, losses and expenses, including reasonable attorney's fees and reimbursements, for  
19       personal injury or property damage asserted by third parties ("Third Party Claims") to the extent  
20       caused by the negligence or willful misconduct of CONTRACTOR in connection with  
21       CONTRACTOR'S performance or failure to perform this Agreement hereunder.

22               2. AGENCY shall promptly give written notice to CONTRACTOR after obtaining  
23       knowledge of any Third Party Claim against AGENCY as to which recovery may be sought against  
24       CONTRACTOR because of the indemnity set forth in clause 1. above.

25               3. CONTRACTOR will have the right to defend AGENCY against any such Third Party  
26       Claim with counsel mutually agreed upon by CONTRACTOR and AGENCY. In addition:

27                       a. AGENCY may retain separate co-counsel at its sole cost and expense to  
28       monitor the defense of such Third Party Claim provided, however, that CONTRACTOR  
29       shall have the right to control the defense of such Third Party Claim in CONTRACTOR'S  
30       sole discretion;

31                       b. AGENCY will not consent to the entry of any judgment or enter into any  
32       settlement with respect to such Third Party Claim without the prior written consent of  
33       CONTRACTOR; and

34                       c. AGENCY shall cooperate with all reasonable requests of CONTRACTOR in  
35       connection with the defense of such Third Party Claim.

36               4. To the extent reasonably possible, AGENCY shall use its good faith efforts to mitigate

1 any losses that CONTRACTOR is obligated to indemnify against, pursuant to this indemnification  
2 provision.

3  
4 **ARTICLE 17. CHANGES**

5 By written notice or order, AGENCY may, from time to time, order work suspension or make  
6 changes to the general scope of this Agreement, including, but not limited to, the services furnished to  
7 AGENCY by CONTRACTOR as described in Exhibit A "Statement of Work". If any such work suspension  
8 or change causes an increase or decrease in the price of this Agreement or in the time required for its  
9 performance, CONTRACTOR shall promptly notify AGENCY thereof and assert its claim for adjustment  
10 within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall  
11 be negotiated. Nothing in this provision shall excuse CONTRACTOR from otherwise proceeding  
12 immediately with Agreement as changed.

13  
14 **ARTICLE 18. MODIFICATIONS**

15 CONTRACTOR may not add, change, or delete the Agreement or Deliverables, in whole or in  
16 part, without prior AGENCY authorization. AGENCY reserves the right to add, change, or delete the  
17 Agreement or Deliverables, in whole or in part, to which CONTRACTOR must comply; AGENCY will  
18 make equitable adjustments to the price and or time thereto.

19  
20 **ARTICLE 19. SEVERABILITY**

21 If any provision, term, or condition of this Agreement is held to be invalid, illegal, or unenforceable,  
22 in whole or in part, then such provision, term or condition shall not affect the validity of any remaining  
23 provision, term or condition of this Agreement. All remaining provisions, terms and conditions of this  
24 Agreement shall continue in full force and effect.

25  
26 **ARTICLE 20. NON-WAIVER**

27 AGENCY'S failure to insist in any one or more instances to require performance by  
28 CONTRACTOR of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
29 relinquishment of AGENCY'S right to such performance and shall not affect AGENCY'S right to such  
30 performance or to future performance of any such term(s) or condition(s) and CONTRACTOR'S  
31 obligation with respect thereto shall continue in full force and effect.

32  
33 **ARTICLE 21. TERMINATION**

34 AGENCY may terminate the Agreement in whole or in part for AGENCY'S convenience or for  
35 CONTRACTOR'S default. AGENCY shall notify CONTRACTOR regarding the nature, extent, and  
36 effective date of the termination. Upon receipt of the notice, CONTRACTOR shall: (a) immediately

1   discontinue all services affected and (b) deliver to AGENCY all data, drawings, specifications, reports,  
2   estimates, summaries, and other information and materials accumulated in performing Agreement,  
3   whether completed or in process. If the termination is for AGENCY'S convenience, AGENCY shall make  
4   an equitable price adjustment, but shall not allow anticipated profit on services not performed. If the  
5   termination is for CONTRACTOR'S default, CONTRACTOR must reimburse AGENCY for all costs of  
6   reprocurement.

7  
8   **ARTICLE 22. FORCE MAJEURE**

9         Either party shall be excused from performing its obligations under this Agreement during the time  
10    and to the extent that it is prevented from performing by an unforeseeable cause beyond its control  
11    including, but not limited to: any incidence of fire or flood; acts of God; commandeering of material,  
12    products, plants or facilities by the federal, state or local government; national fuel shortage; a material  
13    act of omission by the other party; or strike, when satisfactory evidence of such cause is presented to the  
14    other party, and further provided that such nonperformance is unforeseeable, beyond the control and is  
15    not due to the fault or negligence of the party not performing.

16  
17   **ARTICLE 23. FEDERAL, STATE AND LOCAL LAWS**

18         CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all  
19    applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules, and regulations  
20    promulgated thereunder.

21  
22   **ARTICLE 24. GOVERNING LAW**

23         This Agreement shall be interpreted and construed according to, and governed by, the laws of  
24    the State of California. The federal or state courts located in the County of Riverside, State of California,  
25    shall have jurisdiction to hear any dispute under this Agreement.

26  
27   **ARTICLE 25. STANDARD OF CARE**

28         A.    CONTRACTOR represents that it is fully experienced and properly qualified to perform the  
29    class of services required for this Agreement and that it is properly licensed, equipped, organized and  
30    financed to perform the Services.

31         B.    CONTRACTOR shall perform the Services under this Agreement in a skillful and competent  
32    manner, consistent with the standard generally recognized being employed by professionals in the same  
33    discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the  
34    professional calling necessary to perform the Services. CONTRACTOR warrants that all employees and  
35    subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally,  
36    CONTRACTOR represents that it, its employees, and subcontractors have all licenses, permits,

1 qualifications and approvals of whatever nature that are legally required to perform the Services and that  
2 such licenses and approvals shall be maintained throughout the term of this Agreement. CONTRACTOR  
3 shall perform, at its own cost and expense and without reimbursement from AGENCY, any Services  
4 necessary to correct errors or omissions which are caused by CONTRACTORS'S failure to comply with the  
5 standard of care provided for herein and shall be fully responsible to AGENCY for all damages and other  
6 liabilities provided for in the indemnification provisions of this Agreement arising from CONTRACTOR'S  
7 errors and omissions.

8  
9 **ARTICLE 26. PROHIBITED INTERESTS**

10 A. CONTRACTOR covenants that, for the term of this Agreement, no director, member,  
11 officer, or employee of AGENCY during his/her tenure in office or for one (1) year thereafter shall have  
12 any interest, direct or indirect, in this Agreement or the proceeds thereof.

13 B. No member of or delegate to the Congress of the United States shall be admitted to any  
14 share or part of this Agreement or to the benefits thereof.

15  
16 **ARTICLE 27. PRIVACY ACT REQUIREMENTS**

17 CONTRACTOR shall comply with, and assures the compliance of its employees with, the  
18 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.  
19 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government  
20 before CONTRACTOR, or its employees operate a system of records on behalf of the Federal  
21 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil  
22 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to  
23 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

24  
25 **ARTICLE 28. OWNERSHIP OF REPORTS AND DOCUMENTS**

26 The originals of all custom letters, documents and reports produced under this Agreement shall  
27 be delivered to and become the property of AGENCY. Copies may be made for CONTRACTOR'S  
28 records, and in performance of the underlying Agreement, but shall not be furnished to others without the  
29 express written authorization from AGENCY. Such deliverables shall be deemed works made for hire  
30 and all rights in copyright therein shall be retained by AGENCY.

31  
32 **ARTICLE 29. FINISHED AND PRELIMINARY DATA**

33 A. All of CONTRACTOR'S finished technical data, developed specifically for AGENCY,  
34 including but not limited to, technical documentation and user documentation, photoprints and other  
35 graphic information required to be furnished under this Agreement, shall be AGENCY'S property upon  
36 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction

1 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no  
2 interest or claim to such finished, AGENCY-owned, technical data; furthermore, said data is subject to  
3 the provisions of the Freedom of Information Act, 5 USC 552.

4 B. It is expressly understood that any title to preliminary technical data is not passed to  
5 AGENCY but is retained by CONTRACTOR. Preliminary data includes submittals as prepared by  
6 CONTRACTOR solely for the purpose of obtaining AGENCY'S acceptance before approval is given to  
7 proceed with the work. Preliminary data title and right thereto shall be made available to AGENCY if  
8 CONTRACTOR causes AGENCY to exercise Article 21 "Termination", termination and a price shall be  
9 negotiated for all preliminary data.

### 11 **ARTICLE 30. AUDIT AND INSPECTION OF RECORDS**

12 CONTRACTOR shall provide AGENCY, the U.S. Department of Transportation (DOT), the  
13 Comptroller General of the United States, or other agents of AGENCY, such access to CONTRACTOR'S  
14 accounting books, records, payroll documents and facilities of CONTRACTOR which are directly  
15 pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books,  
16 records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books,  
17 records; data and documents in accordance with generally accepted accounting principles and shall  
18 clearly identify and make such items readily accessible to such parties during CONTRACTOR'S  
19 performance hereunder and for a period of four (4) years from the date of final payment by AGENCY.  
20 AGENCY'S right to audit books and records directly related to this Agreement shall also extend to all  
21 first-tier subcontractors identified in Article 13 "Assignments and Subcontracting" of this Agreement.  
22 CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to  
23 copy excerpts and transcriptions as reasonably necessary.

### 25 **ARTICLE 31. PATENT AND COPYRIGHT INFRINGEMENT**

26 A. In lieu of any other warranty by AGENCY or CONTRACTOR against patent or copyright  
27 infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend, at its expense, any  
28 claim or suit against AGENCY on account of any allegation that any item furnished under this Agreement  
29 or the normal use or sale thereof, arising out of the performance of this Agreement, infringes upon any  
30 presently existing U.S. letters patent or copyright and CONTRACTOR shall pay all costs and damages  
31 finally awarded in any such suit or claim, provided CONTRACTOR is promptly notified in writing of the  
32 suit or claim and given AGENCY, information and assistance at CONTRACTOR'S expense for the  
33 defense of same. However, CONTRACTOR will not indemnify AGENCY if the suit or claim results from:  
34 (1) AGENCY'S alteration of a deliverable, such that said deliverable in its altered form infringes upon any  
35 presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other  
36 material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S.

1 letters patent or copyright.

2 B. CONTRACTOR shall have sole control of the defense of any such claim or suit and all allegations  
3 for settlement thereof. CONTRACTOR shall not be obligated to indemnify AGENCY under any  
4 settlement made without CONTRACTOR'S consent or in the event AGENCY fails to cooperate fully in  
5 the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR'S  
6 expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at  
7 no expense to AGENCY, shall obtain for AGENCY, the right to use and sell said item, or shall substitute  
8 an equivalent item acceptable to AGENCY and extend this patent and copyright indemnity thereto.

9  
10 **ARTICLE 32. WARRANTY**

11 A. CONTRACTOR warrants to AGENCY that, for a **period of 365 calendar days/the period**  
12 **specified in Exhibit A "Statement of Work"**, following AGENCY'S inspection and acceptance of each  
13 item delivered hereunder, each item shall conform to the requirements hereof and will be free from  
14 defects. In addition to other remedies which may be available, AGENCY may, at its option, return any  
15 nonconforming or defective items to CONTRACTOR and/or require correction or replacement of said  
16 item at the location of the item when the defect is discovered, all at CONTRACTOR'S risk and expense.  
17 If AGENCY does not require correction or replacement of nonconforming or defective items,  
18 CONTRACTOR shall repay such portion of the payment specified herein or such additional amount as is  
19 equitable under the circumstances. AGENCY'S rights hereunder are in addition to, but not limited by,  
20 CONTRACTOR'S standard warranties. Inspection and acceptance of items by AGENCY, or payment,  
21 therefore, shall not relieve CONTRACTOR of its obligations hereunder.

22 B. Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause  
23 shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

24  
25 **ARTICLE 33. DISPUTES**

26 A. Except as otherwise provided for in this Agreement, any dispute concerning a question of fact  
27 arising under this Agreement, which is not disposed of by supplement agreement, shall be decided by  
28 AGENCY'S Director of Contracts, who shall reduce the decision to writing and shall mail, or otherwise  
29 furnish a copy thereof to CONTRACTOR. The decision of the Director of Contracts shall be final and  
30 conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, CONTRACTOR  
31 mails or otherwise furnishes to the Director of Contracts a written appeal addressed to AGENCY'S Chief  
32 Executive Officer. The decision of AGENCY'S Chief Executive Officer, or duly authorized representative  
33 for the determination of such appeals, shall be final and conclusive.

34 B. Any such decision made pursuant to this Article shall be final and conclusive, unless the same  
35 is fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or is not  
36 supported by substantial evidence. In cases where fraud by such official or his representative or Board

1 is alleged, the provisions of this Article shall not be pleaded in any suit as limiting judicial review of any  
2 such decision.

3 C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with  
4 the performance of this Agreement in accordance with the decision of AGENCY'S Director of Contracts.  
5 This "Disputes" clause does not preclude consideration of questions in law in connection with decisions  
6 provided for above. Nothing in this Agreement, however, shall be construed as making the final decision  
7 of any AGENCY official or representative on a question of law, which questions shall be settled in  
8 accordance with the laws of the State of California.

9  
10 **ARTICLE 34. CLAIMS FILING AND PROCESSING (CONSTRUCTION)**

11 A. AGENCY and CONTRACTOR agree to attempt to orally resolve any disputes which may give  
12 rise to a claim (hereafter, "Claim") that falls within the definition of Public Contract Code section 9204  
13 (hereafter, "Section 9204"). If these efforts are unsuccessful, AGENCY and CONTRACTOR shall  
14 process the Claim in accordance with Section 9204. In summary, if CONTRACTOR decides to submit a  
15 Claim to AGENCY, it shall be sent by registered or certified mail, return receipt requested, together with  
16 reasonable documentation to support the Claim. A Claim may include a Claim by a subcontractor or a  
17 lower tier subcontractor meeting the requirements of Section 9204(d)(5). Within 45 days of receipt of the  
18 Claim, or any extension thereof agreed upon by AGENCY and CONTRACTOR, AGENCY will conduct a  
19 reasonable review of the Claim and provide CONTRACTOR with a written statement identifying what  
20 portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of  
21 the Claim shall be made within 60 days after AGENCY issues its written statement. If AGENCY does  
22 not provide a written statement within the time specified, the Claim shall be deemed rejected.

23 B. If CONTRACTOR disputes AGENCY'S written statement or if the Claim is deemed rejected,  
24 CONTRACTOR may demand in writing by registered or certified mail to AGENCY, return receipt  
25 requested, an informal conference to meet and confer in an effort to settle the disputed portion of any  
26 Claim. Within 30 days of receipt of such written demand, AGENCY shall schedule a meet and confer  
27 conference.

28 C. If any portion of the Claim remains in dispute after the conference, AGENCY shall, within 10  
29 business days of the conclusion of the conference, provide CONTRACTOR with a written statement  
30 identifying any portion that remains in dispute and any portion that is undisputed. Payment of any  
31 undisputed portion shall be made within 60 days after AGENCY issues its written statement. Any  
32 remaining disputed portion shall be submitted to nonbinding mediation in accordance with Section  
33 9204(c)(2)(B) unless CONTRACTOR and AGENCY waive the mediation upon mutual written agreement.

34 //

35 //

36 //



**ARTICLE 35. RECORDS RETENTION**

CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same for a period of not less than three years after the date AGENCY has disposed of all such litigation, appeals, claims or exceptions related thereto.

**ARTICLE 36. LIQUIDATED DAMAGES (CONSTRUCTION)**

If CONTRACTOR fails to complete the work within the time specified in Article 7 "Delivery Schedule" of this Agreement, or any AGENCY authorized extension thereof, the actual damage to AGENCY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, AGENCY shall deduct from the total amount owed, as fixed, agreed-to liquidated damages, the sum of Five Hundred Dollars (\$500.00) per day for each day of delay beyond the **90 calendar days from the effective date of the written Notice to Proceed**. Alternatively, AGENCY may terminate this Agreement in whole or in part as provided in Article 21 "Termination" of this Agreement, and in that event, CONTRACTOR shall be liable, in addition to the excess costs provided in Article 21 "Termination" of this Agreement, for such liquidated damages occurring until such time as AGENCY may reasonably obtain delivery or performance of similar supplies or services from a different source. CONTRACTOR shall not be charged with liquidated damages when the delay is determined to be excusable in accordance with Article 22 "Force Majeure" hereunder. AGENCY shall ascertain the facts and extent of the delay and may extend the time for performance of the contract when in its judgment; the findings of fact justify an extension.

This Agreement shall be made effective upon execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. M24005F to be executed on the date first written above.

**CONTRACTOR**

**RIVERSIDE TRANSIT AGENCY**

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

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

First and Last Name

Kristin Warsinski

Title

Chief Executive Officer

1  
2  
3  
4

**APPROVED AS TO FORM:**

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

Barbara Raileanu

General Counsel

**1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD OR RELATED ACTS**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**3. ACCESS TO THIRD PARTY CONTRACT RECORDS**

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 C.F.R. Part 200.326, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(3) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(4) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(5) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than four years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR Part 200.333.

**4. CHANGES TO FEDERAL REQUIREMENTS**

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

**5. TERMINATION**

(1) RTA may terminate the P.O./Contract in whole or in part for RTA's convenience or for Furnisher's default. RTA will notify the Furnisher regarding the nature, extent, and effective date of the termination. Upon receipt of the notice, Furnisher shall: (a) immediately discontinue all services affected and (b) deliver to RTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing P.O./Contract, whether completed or in process. If the termination is for RTA's convenience, RTA shall make an equitable price adjustment, but shall not allow anticipated profit on unperformed services. If the termination is for Furnisher's default, Furnisher must reimburse RTA for all costs of re-procurement. Contractor shall have no rights to terminate this contract or any sub-contracts under this contract for Contractor's convenience.

(2) Contractor shall have no rights to terminate any sub-contracts for cause and then perform the work with its own forces without RTA's prior written consent. RTA reserves the right to require Contractor to replace its terminated sub-contractors with another sub-contractor agreeable to RTA, and to do so without any increase or delay in the performance of this contract.

(3) RTA may terminate this contract for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this contract and does not cure such breach or violation within thirty (30) calendar days after written notice thereof by RTA. Contractor shall be liable for any and all reasonable cost incurred by RTA as a result of such default including, but not limited to, re-procurement costs of the same or similar services defaulted on by Contractor under this contract.

**6. CIVIL RIGHTS**

During the performance of this contract, the contractor agrees as follows:

**NONDISCRIMINATION**

(1) 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**EQUAL OPPORTUNITY**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, religion, sex, sexual orientation, gender identity, or national origin. 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 to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EQUAL OPPORTUNITY FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, religion, sex, sexual orientation, gender identity, or national origin. 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 to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives 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.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### **7. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

(1) This contract is subject to the requirements of 49 CFR Part 26, "Participation by DBEs in DOT Financial Assistance Programs". The national goal for participation of DBEs is 10%. RTA's overall goal for DBE participation is 2.1%. A separate contract goal has not been established for this procurement.

(2) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) **Prompt Payment** – Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from RTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by RTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The Contractor must promptly notify RTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RTA

#### **8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

#### **9. DEBARMENT AND SUSPENSION**

(1) This contract is a covered transaction as defined in U.S. DOT regulations, 2 CFR 180 that implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235); "Debarment and Suspension." and, as such, Contractor must confirm it is not excluded or disqualified from participating in covered transactions funded in whole or in part with Federal funds.

(2) By signing and submitting its bid or proposal, Contractor certifies it is not excluded or disqualified from participating in a covered transaction funded in whole or in part with Federal funds. Contractor further certifies that this certification is a material representation of fact relied upon by RTA. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to remedies available to RTA, the Federal Government may pursue available remedies including, but not limited to suspension and/or debarment.

(3) Contractor further agrees to include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Party Participants:

- (a) Will comply with Federal debarment and suspension requirements, and
- (b) Review the "Excluded Parties Listing System" at <https://www.sam.gov>, as needed to comply with U.S. DOT regulations, 2 CFR part 1200.

#### **10. BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, manufactured products and construction materials used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### **11. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

(1) Except as otherwise provided for in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by supplement agreement shall be decided by AGENCY'S Director of Contracts, who shall reduce the decision to writing and shall mail, or otherwise furnish a copy thereof to Contractor. The decision of the Director of Contracts shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Director of Contracts a written appeal addressed to AGENCY'S Chief Executive Officer. The decision of the AGENCY'S Chief Executive Officer, or duly authorized representative for the determination of such appeals, shall be final and conclusive.

(2) Any such decision made pursuant to this Article shall be final and conclusive, unless the same is fraudulent, capricious, arbitrary or so grossly erroneous as to necessarily imply bad faith or is not supported by substantial evidence. In cases where fraud by such official or his representative or Board is alleged, the provisions of this Article shall not be pleaded in any suit as limiting judicial review of any such decision.

(3) Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement in accordance with the decision of AGENCY'S Director of Contracts. This clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement,

however, shall be construed as making the final decision of any AGENCY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

## 12. LOBBYING

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

## 13. CLEAN AIR

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

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

## 14. CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

## 15. CARGO PREFERENCE

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

## 16. FLY AMERICA

Contractor agrees:

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

(2) To include the requirements of this section in all subcontracts that may involve international air transportation.

## 17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

*Per the California Labor Code, the following requirements apply to contracts in excess of \$1,000 for actual construction, alteration and/or repair, including painting and decorating of a public building or public work.*

### (1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

### (3) Payrolls and basic records

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

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to RTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of

Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

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

**(4) Apprentices and trainees**

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

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of Sections 1 and 2 of the Copeland "Anti-Kickback" Act as amended, 18 USC § 874 and 40 USC § 3145, respectively, and U.S. DOL regulations at 29 CFR part 3 which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility**



(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(11) **Contractor Registration** – The California Labor Code requires prime and subcontractors to register with the California Department of Industrial Relations; see [www.dir.ca.gov](http://www.dir.ca.gov).

#### 18. **CONTRACT WORK HOURS AND SAFETY STANDARDS**

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 19. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement" the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 20. **PROMPT PAYMENT**

(1) The prime Contractor or Subcontractor shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by AGENCY. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with AGENCY'S prior written approval. Any violation of this provision shall subject the violating Prime Contractor or Subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Prime Contractor or Subcontractor, in the event of a dispute involving late payment or non-payment by the Prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-Disadvantaged Business Enterprise (non-DBE) Prime Contractors and Subcontractors.

(2) Failure to comply with this provision or delay in payment, without prior written approval from AGENCY, will constitute noncompliance, which may result in the termination of the Agreement or other such remedy as AGENCY deems appropriate. AGENCY reserves the right to request the appropriate documentation from Contractor showing payment has been made to the Subcontractor(s).

(3) These Prompt Payment provisions must be incorporated in all subcontract agreements issued by Contractor under this Agreement.

#### 21. **BONDING**

*The following requirement applies to contracts for construction or facility improvement contracts or subcontract.*

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### 22. **SEISMIC SAFETY**

*The following requirement applies to contracts involving architectural/engineering for and/or construction of new buildings or additions.*

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

#### 23. **TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

RESERVED

#### 24. **DRUG USE, ALCOHOL MISUSE AND TESTING**

RESERVED

#### 25. **RIGHTS IN DATA AND PATENT RIGHTS**

*The following requirement applies to contracts involving experimental, developmental, or research work.*

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 2 C.F.R. Part 200.315, the Federal Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **26. ENERGY CONSERVATION**

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

## **27. RECOVERED MATERIALS**

Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; Designated items include vehicular, construction, transportation and landscaping products, non-paper office products, and miscellaneous products.

## **28. ADA ACCESS**

Contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

(1) **Federal laws**, including

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, prohibiting discrimination on the basis of disability in the administration of federally funded programs or activities;

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities;

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities;

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities.

(2) **Federal regulations**, including

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. part 37;

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. part 27;

(c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels", 49 C.F.R. part 39;

(d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "ADA Accessibility Specifications for Transportation Vehicles", 36 C.F.R. part 1192 and 49 C.F.R. part 38;

(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Service", 28 C.F.R. part 36;

(f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. part 36;

(g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. part 1630;

(h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities", 47 C.F.R. part 64, Subpart F;

(i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards", 36 C.F.R. part 1194, and

(j) FTA regulations, "Transportation for Elderly and Handicapped Persons", 40 C.F.R. part 609.

(3) Other applicable Federal civil rights and nondiscrimination guidance.

**29. PRIVACY ACT**

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

**30. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the following:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

**31. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY**

**Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.**

(a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), is within the meaning of "Federal Requirement" as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is "maintaining a safe and operating transportation system." The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.

(b) *Enforcement for non-compliance.* The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:

(1) Enforcement actions authorized by 49 U.S.C. § 5329(g);

- (2) Referring the Recipient to the CDC or other Federal authority for enforcement action;
- (3) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
- (4) Any other enforcement action authorized by Federal law or regulation.

### 32. VETERANS EMPLOYMENT

Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

### 33. NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Agency is located. The Contractor must include this provision in its subagreements at every tier, for any agreement that is a covered agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- 1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 3) **Additional Notice to U.S. DOT Inspector General.** The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Agency is located if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Contractor and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

### 34. SAFE OPERATION OF MOTOR VEHICLES

(a) The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- 1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- 2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

(b) *Distracted Driving, Including Text Messaging While Driving.* The Contractor agrees to comply with:

- 1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- 2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
- 3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

*Safety.* The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

*Contractor Size.* The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

*Extension of Provision.* The Contractor agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

### 35. QUESTIONS

Attn: Procurement Dept., phone: 951-565-5180; fax: 951-565-5001; PO Box 59968, Riverside CA 92517-1968.

## CALIFORNIA PREVAILING WAGE LAW REQUIRED CLAUSES

### § 1771: Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

### § 1774: Payment of General Prevailing Rate

The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

### § 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to

## CALIFORNIA PREVAILING WAGE LAW REQUIRED CLAUSES

each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

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

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

### **§ 1776. Payroll records; retention; inspection; agencies entitled to receive non-redacted copies of certified records; noncompliance penalties; rules**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested

**CALIFORNIA PREVAILING WAGE LAW REQUIRED CLAUSES**

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, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) 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. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney' s fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

**CALIFORNIA PREVAILING WAGE LAW REQUIRED CLAUSES****§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program**

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per



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day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

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(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

### **§ 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract and shall report them to the Division of Labor Standards Enforcement.

### **§ 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.