

Contract C20011

Restroom Renovations at Chaboya Building A

Issued for Bid
November 19, 2020



Solutions that move you

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SECTION 1 INVITATION FOR BID

1.1. Introduction

The Santa Clara Valley Transportation Authority (“VTA”) is requesting sealed written bids (“Bids”; “Bid”) from responsive and responsible qualified firms (“Bidders”) for the project titled below (“Project”):

Restroom Renovations at Chaboya Building A
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1.2. Obtaining the Contract Documents

Contract documents (herein referred to as “Contract Documents”) specifying the requirements of the work to be performed (“Work”), the terms of the contract (“Contract”) between VTA and the successful Bidder, and the details of the bidding procedure can be found at VTA’s website <https://www.vta.org/solicitations>. Click on the name of the solicitation that you are interested in.

To download documents for a solicitation, click "**Register or Log In to Download**" if you are not already logged in, and once you are registered and logged in, click "**Become a Plan Holder**" in order to download the documents. There is no charge for downloading these documents.

Register as a vendor and sign up for notifications for your North American Industry Classification System (“NAICS”) business codes at <https://www.vta.org/user/register?type=vendor>. By registering as a VTA vendor, Bidder will automatically receive notifications by email of upcoming VTA bidding opportunities.

It is highly recommended that prospective Bidders acquire the Contract Documents directly from VTA’s website in order to bid on this project and be assured that their Bids include all addenda. Bids that do not acknowledge receipt of addenda may be considered nonresponsive.

1.3. Description of Work

For purposes of this Contract, Work consists of furnishing all labor, materials, tools, equipment, services, supervision, and incidentals necessary for the renovation of existing men’s and women’s employee restrooms located in Building A at the Chaboya Division as indicated below, as shown in Plans and as noted in the technical specifications.

- (1) Remove existing interior Stainless Steel (SS), Fiberglass Reinforced Plastic (FRP) & drywall and replace with new drywall.
- (2) Remove existing SS trough sinks in both restrooms and replace with granite counter sinks with electronic temperature and hands-free flush valve water controls.
- (3) Remove & dispose existing SS stall partitions for water closets & urinals and replace with phenolic partitions.
- (4) Install combo paper & waste towel dispensers similar to existing. Remove and reinstall the existing combo paper & waste towel dispensers as well. If Contractor believes an item cannot be removed without damage, Contractor must notify VTA during the pre-construction walk-through.
- (5) Install new electrical hand dryer. Provide electrical controls to these units.
- (6) Install new granite countertop, replace all existing urinals and water closets.
- (7) Remove and reinstall full body mirrors in women’s & men’s restrooms.

- (8) Finish floors with microcement. Maintain slope to the existing drains in both restrooms.
- (9) Change lock set on the existing Janitor Room to lockable lever handle door.
- (10) Convert room located in the women's side to new Janitor closet.
- (11) Assess any framing deficiencies and wood rot issues that may exist within finished walls.
Contractor to repair or replace defective wood framing.
- (12) Replace all existing lights with LED recessed can lights. Lights to stay on 24/7 without controls at the entrance door. Remove and install new gypsum board ceiling (framing supporting existing ceiling can remain). Paint all unfinished gypsum board on walls and ceiling.
- (13) Replace all existing vent ducts.
- (14) Provide two temporary toilet trailers from the start of the construction to substantial completion of the work. There are only two locations suitable for the temporary toilet trailers as shown on the drawings. Toilets to be connected to the existing water, sewer and power available on site. Showers are not required. However, at least one ADA compliant, standalone unisex toilet must be provided with an accessible ADA ramp.
- (15) Other work as shown in the plans and specs.

The Engineer's Estimate for this Work ranges from \$285,000 to \$310,000. Refer to **Section 6.4 Time for Performance** for the time limit to complete all Work.

1.4. Submittal Location and Deadline

Bids must be submitted on ("Bid Opening") or before:

December 18, 2020 at 2:00 PM

Bids received after the date and time stated above will be rejected as nonresponsive. It is highly recommended that Bids be hand-delivered.

All Bids shall be enclosed in a sealed envelope bearing the Contract number, the title of the Project, the date and hour of the opening, and the name of the Bidder.

Bids will be received, publicly opened and read aloud at the location set forth below:

Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management
Attention: Cathy Clegg
3331 North First Street, Building B
San José, California 95134
Conference Room B104

1.5. Licenses

The Bidder to whom the Contract will be awarded ("Contractor") must, at the time of Bid Opening, possess current licenses in the following classifications issued by the California Department of Consumer Affairs, Contractors State License Board:

License: Class A General Engineering
or Class B General Building

Regardless of whether a subcontractor must be identified at the time of Bid, each subcontractor must also be properly licensed to perform its scope of work.

1.6. Bidding and Contract Information

Detailed instructions for the submittal of Bids are provided in **Section 3 Instructions to Bidders** and **Section 4 Bid Forms** of these Contract Documents. Items to especially note are listed in the table below:

Bid Forms to Submit	Refer to Section 4 Bid Forms for a list of required forms and certifications to submit at time of bid opening.
Bid Security	Each Bid must be accompanied by a certified check, a cashier's check or a bidder's bond in the sum of not less than 5% of the Total Bid Price. Refer to Section 3.10.2 Bid Security Form/ Bidder's Bond .
Prevailing Wages	This project is a "public work" as defined in Sections 1720 through 1720.6 of the California Labor Code. This Contract is subject to the prevailing wages as described in Section 3.5 Prevailing Wage Requirements .
Department of Industrial Relations Registration	Contractor and all subcontractors used for the Contract shall be registered, pursuant to Section 1725.5 of the California Labor Code, at the time of Bid Opening. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Refer to Section 3.5 Prevailing Wage Requirements .
Pre-Qualification	Pre-Qualification is required as defined in Section 1.9 Pre-Qualification Requirements .
Contract Forms to Submit	Refer to Section 5 Contract Forms for a list of required forms and certifications to submit at time of award. These forms are for reference only and are not to be submitted with the Bid Forms.
Additional Information	This project is locally funded.

1.7. Business Diversity Program

A 3.29% participation goal for Small Business Enterprise ("SBE") has been established for this Contract. Refer to **Section 3.8 Business Diversity** and **Appendix C Business Diversity Policy and Requirements** for additional information.

1.8. Federal Requirements

Federal Requirements do not apply.

1.9. Reserved

1.10. Pre-Bid Meeting and Project Site Tour

A Pre-Bid Meeting will be held at the following location and time:

Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management
3331 North First Street, Building A, Conference Room B104
San José, California 95134
on

December 3, 2020 , at 10:00 AM

A site tour will be held promptly following the Pre-Bid Meeting at:

Chaboya Coach Division 2230 Unified Way, San Jose, CA 95125
Building A, Main Entrance

Note: Six feet social distancing will be strictly observed and face mask is required. Only one (1) representative from each vendor is allowed to attend the Pre-Bid Meeting.

1.11. Communication Protocol

Please direct inquiries concerning the Contract Documents, bidding procedure and legal requirements to the designated Contract Administrator for this project:

Contract Administrator: Cathy Clegg
Email: Cathy.Clegg@vta.org

The deadline for submitting inquiries will be 2 PM, five (5) working days before Bid Opening date.

Bidders may not communicate with VTA Directors, Officers, staff or consultants. All requests for clarification, objections to or questions about the structure, content or distribution of this Invitation for Bids ("IFB"), or other inquiries during the procurement process must be submitted via email to the Contract Administrator. Communicating with any VTA representative(s) about this IFB other than as specifically permitted herein is grounds for disqualification.

Questions and/or objections must be as specific as possible and must identify the name of the project and the IFB section number and title at issue. Any party submitting a question or objection must be as specific as possible in their description.

Bidders shall only rely on information contained in this IFB, and any subsequent written supplement issued by the VTA through VTA's bid process. Bidders shall not rely on any other written or oral statements of the VTA or its officers, directors, employees, or agents regarding the Work, including statements made during site tours or otherwise.

1.12. Confidentiality

All information submitted to VTA under this IFB process becomes the exclusive property of VTA but, if not otherwise a public record under the California Public Records Act (California Government Code Section 6250 et seq.), shall not be open to public inspection. VTA has a substantial interest in not disclosing submissions during the evaluation process. For this reason, VTA will not disclose any part of the Bids before issuance of the Notice of Recommended Award, after which time all submissions will be subject to

public disclosure to the extent such information constitutes a public record under the California Public Records Act.

1.13. Reservations of Rights of VTA

VTA reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this IFB, and by responding to this IFB, Bidders acknowledge and consent to the following rights and conditions:

- VTA reserves the right to issue addenda to amend this IFB or any related forms or document, or any reference information provided to Bidders.
- VTA reserves the right to respond to inquiries after the deadline for submitting inquiries.
- VTA reserves the right to cancel the procurement, to reject any and all Bids, or to negotiate separately in any manner necessary to serve the best interests of VTA, in accordance with applicable law.
- VTA reserves the right to waive any informality or immaterial irregularity in any Bid and/or accept or reject any items of a Bid
- This IFB does not obligate VTA to procure or to contract for any services.
- VTA reserves the right to change or alter the schedule for any events associated with this IFB upon notice to all potential Bidders.
- VTA reserves the right to eliminate any Bidder who submits incomplete or inadequate responses or is not responsive to the requirements of this IFB.
- VTA reserves the right to interview any or all Bidder references and to clarify the information provided pursuant to this IFB.

By order of the Santa Clara Valley Transportation Authority, State of California.

Approved for posting:



Daren Gee, P.E.
Construction Contracts Administration Manager
VTA Procurement, Contracts and Materials Management

11/19/2020
Date

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SECTION 2 FOREWORD

2.1. Overview of Santa Clara Valley Transportation Authority

Santa Clara County is comprised of 15 cities and has a total population of 1.6 million people. The Santa Clara Valley Transportation Authority provides transit services in this area, including approximately 326 square miles in the urbanized portion of Santa Clara County. VTA currently operates 75 bus routes and the Guadalupe, Tasman, Vasona and Capitol Corridor light rail transit (LRT) lines. It also funds inter-regional commuter rail and express bus service, paratransit services, and light rail shuttle bus services to enhance the core transit system.

Working under a 17-member Board of Directors, VTA has a \$420 million annual budget and its currently approved capital program is approximately \$2.3 billion. It owns a fleet of 495 buses and 99 rail cars as well as 4 historic trolleys. VTA employs approximately 2,100 people.

VTA offers 42.2 miles of light rail extending from the Silicon Valley industrial and residential areas of Milpitas, Mountain View, Sunnyvale and Santa Clara to residential areas in South and East San José. The Light Rail System has 61 stations and multi-modal connections with CalTrain at the Mountain View and Tamien Station. This light rail system is one of the longest to be built in the U.S. in 50 years.

2.2. Equal Opportunity Employer

VTA is an Equal Opportunity employer. Contractors shall comply with the Equal Opportunity requirements as set forth in these Contract Documents. In the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, gender, gender identity, gender expression, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, Contractors and subcontractors shall not unlawfully deny any of their employees family care leave or discriminate against them on the basis of having to use family care leave.

VTA affirms that disadvantaged and small business enterprises will be afforded full opportunity to submit Bids. Refer to **Appendix C Business Diversity Policy and Requirements** for business diversity requirements.

2.3. Description of the Contracting Process

2.3.1. General Process

The period between issuance of the Invitation for Bid and issuance of a Notice to Proceed consists of the steps listed below:

Bid Process

- Invitation for Bid posted and Pre-Bid Meeting
- Bid opening and submittal of Bid Forms
- VTA determines successful Bidder and issues a Notice of Recommended Award

Award Process

- Upon VTA's approval of the award of the Contract, VTA issues Notice of Award and Successful Bidder provides Contract forms and documents to VTA (see **Section 2.3.2 Notice of Award**)
- VTA reviews submitted forms and approves Performance Bond, Payment Bond, Insurance Certificates, and other documents as requested by VTA

Contract Execution and Notice to Proceed

- Execution of Contract by VTA
- VTA issues a Notice to Proceed

2.3.2. Notice of Award

After Bids are opened at the time and place stipulated, the Contract will be awarded to the lowest responsive and responsible Bidder ("Successful Bidder"), based on the "Total Bid Price" (as defined in **Section 2.5 Definitions**) subject to VTA's right to reject any or all Bids. No Bidder may withdraw its Bid for the period of days stipulated on the Bid Form after the date set for the Bid Opening. The Bid shall be subject to acceptance by VTA during this period.

Promptly upon VTA's approval of the award of the Contract, the Contracts Office will issue a "Notice of Award" letter to the Successful Bidder. Included with the NOA (as defined in Section 2.5 Definitions) will be two (2) originals of the **Construction Agreement** and one (1) original **Performance Bond** and **Payment Bond**.

Within **six (6) working days** from the date of NOA, the Successful Bidder shall return the following documents:

Documents

For additional information, reference the following:

- | | |
|---|---|
| • Executed copies of the Contract | |
| • The Performance Bond | Section 6.3 |
| • The Payment Bond | Section 6.3 |
| • Listing of Subcontractors, Suppliers and Subconsultants | Section 4 |
| • Certificates of Insurance | Appendix A |
| • Tax Forms | Section 2.4 State and Federal Tax Forms |
| • Other documents as requested by VTA | |

Refer to **Section 3 Instructions to Bidders** and **Section 6 Special Conditions** for additional information about each of the requirements listed above.

2.3.3. Bid Security

- (a) **Forfeiture of Bid Security.** Failure of the Successful Bidder to whom the NOA was issued to sign the Construction Agreement and submit all of the documents required within **six (6) working days** will be just cause for the annulment of the award and forfeiture of Bidder's security.
- (b) **Return of Bid Security.** If the Bid is not accepted by VTA within the period of days stipulated on the Bid Form after the date set for Bid Opening, or if the Successful Bidder executes and delivers to VTA the required documents, then any certified or cashier's check shall be returned to all Bidders.

2.3.4. Executed Contract and Notice to Proceed

- (a) After delivery by the Successful Bidder of two (2) signed original Construction Agreements and all required submissions as stipulated above, VTA will sign the Construction Agreement. No agreement between VTA and Contractor is in effect until VTA executes the Construction Agreement.
- (b) VTA will issue a Notice to Proceed promptly following execution of the Construction Agreement and Contractor's compliance with the requirements as set forth in Section 2.3 and [contingent upon approval of other documents as stated in the follow up "Letter to Notice of Award" issued by VTA.](#)

Contractor shall commence performance of the Work after receipt of the Notice to Proceed, and shall continuously and diligently prosecute the Work to completion on or before the time or times set forth in **Section 6 Special Conditions** herein. Regardless of the date of the Notice to Proceed, the first day charged shall be the 20th **calendar day** following the date of the NOA. Should the first charged day fall on a Friday or weekend or holiday, the following working day shall be the first day charged

Contractor shall neither enter upon nor occupy VTA property or commence any materials fabrication prior to receiving the Notice to Proceed. Any Work performed or expenses incurred by Contractor prior to Contractor's receipt of Notice to Proceed shall be entirely at Contractor's risk.

2.4. State and Federal Tax Forms

Federal tax form W-9 and California state tax forms, either FTB Form 587 or Form 590, are required to be submitted annually. If the Successful Bidder has submitted these forms within the last 12 months, please so indicate when returning the Contract forms and other documents for execution by VTA.

2.5. Definitions

Certain terms used in this IFB have the meaning set forth below.

"Bid Add Alternates" are additional items of Work that may be awarded as part of the Contract if the Bids come within the budget specified in the Contract.

"Bidder(s)" means the respondent submitting a Bid in response to the Invitation for Bid.

"Construction Agreement" or **"Maintenance Agreement"** has the meaning as specified in Contract Form 1.

"Contract Documents" means documents for this project that specify the requirements of the Work to be performed inclusive of addenda, the terms of the contract between VTA and the successful Bidder inclusive of addenda, and the details of the bidding procedure.

"Contracts Office" or **"PCMM Office"** refers to the Procurement, Contracts and Materials Management offices of VTA, located at 3331 N. First Street, Building A, in San José, CA

"Day", "working day" and "holiday" have the meaning as specified in **Section 6.22 References to Days.**

"DIR" means California Department of Industrial Relations

“IFB” means Invitation for Bids

“NOA” means Notice of Award

“Pre-Qualification” means the review and scoring of qualifications of potential Bidders in which such factors as financial capability, reputation, and management are considered in order to develop a list of qualified firms who may then be allowed to submit a Bid.

“Successful Bidder” means the Bidder that has submitted the lowest responsible and responsive bid, including holding the appropriate licenses as required by the Invitation for Bids.

“Total Bid Price” is the sum of the Bidder’s Total Base Bid and all Bid Add Alternates (if applicable). In the case of multiple year contracts, the Total Bid Price represents the sum of the Bid amount for each year of the Contract.

“Total Contract Price” is the value of the awarded Contract, as determined by adding Contractor’s Total Base Bid and accepted Bid Add Alternates (if applicable). In the case of Multiple Year Contracts, the Total Contract Price represents the sum of the Bid amount for each year of the Contract.

“Track Zone” means an area within six (6) feet of the closer rail on both sides of the track.

“VTA” means Santa Clara Valley Transportation Authority

“Work” means the work to be performed as specified in these Contract Documents.

“Worksite” means the site(s) upon which the Work will be performed or an area to be occupied by the Work and all adjacent and other related areas occupied or used by Contractor or his subcontractors. For maintenance contracts, this includes storage areas, buildings, staging areas, and areas for the production, procurement, storage, and disposal of materials and related equipment. The use of the word “job site” or “site” in these Contract Documents is synonymous with “Worksite.”

SECTION 3 INSTRUCTIONS TO BIDDERS

3.1. Pre-Bid Meeting

A pre-Bid meeting will be held at the time and place set out in **Section 1.10 Pre-Bid Meeting and Project Site Tour**. The purpose of this meeting is to inform prospective Bidders and potential subcontractors of subcontracting and material supply opportunities and to receive comments and questions regarding the Work and the Contract Documents from attendees. Representatives of VTA will be present to discuss:

- Participation of minority, women, disabled veterans, LGBT owned businesses, small businesses and/or disadvantaged businesses.
- Equal Employment Opportunity requirements.
- Coordination of the Work.
- Community relations
- Other subjects as appropriate.

If participation goals are stipulated in this Contract, attendance of prospective Bidders at this meeting may be one consideration of the reasonable good-faith efforts made to obtain the specified participation goal. Refer to **Appendix C Business Diversity Policy and Requirements** for additional information.

3.2. Examination of the Contract Documents

Each Bidder shall carefully examine the Contract Documents and become thoroughly familiar with the terms and conditions contained therein prior to the Bid Opening date. The Bid submitted shall include a sum to cover the cost of all items necessary to perform the Work. No allowance of any kind will be made to any Bidder because of lack of such examination or knowledge. The submittal of a Bid is conclusive evidence that the Bidder has made such an examination.

3.3. Examination of Site and Existing Conditions

In addition to examination of the Contract Documents, each Bidder shall, prior to the Bid Opening, become fully informed regarding all existing and expected site conditions which might in any way affect the cost or the time of performance of the Work. Any failure of the Bidder to fully investigate the Worksite and inform itself of existing and anticipated site conditions does not relieve such Bidder from responsibility for estimating properly the cost or difficulty of performing the Work.

A tour may be conducted in order to familiarize Bidders with the Worksite. Refer to **Section 1.10 Pre-Bid Meeting and Project Site Tour**.

3.4. Addenda to Contract Documents

VTA reserves the right to make changes in the Contract Documents as it may deem appropriate up to the time set for Bid Opening. Any and all changes in the Contract Documents shall be made by one or more written addenda, which shall be issued by VTA to all prospective Bidders who have registered and downloaded the Contract Documents at VTA's website.

If such addenda require changes in quantities or might affect the prices bid, or both, the date set for Bid Opening may be postponed by such number of days as in the opinion of VTA shall enable Bidders to revise their Bids. In any case, Bid Opening will be at least **72 hours** after the issue date of the last addendum and that addendum shall include an announcement of the new date, if applicable, for the Bid Opening.

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to the Contract Documents. Bidder certifies that the Contract Documents and addenda thereto have been thoroughly read and that there are no misunderstandings as to the meaning, purpose, or intent of any provision in the Contract Documents as modified by those addenda.

3.5. Prevailing Wage Requirements

All Bidders bidding on this Work (and any listed subcontractors carrying out covered work) must be registered with the DIR as further set forth at Section 7.8 Labor Provisions. Listing of subcontractors is as follows:

- Bid Form 4 and Bid Form 5, in accordance with the instructions provided in those bid forms.
- All subcontractors of every tier, for any dollar amount, must be listed on Contract Form 4 "Listing of Subcontractors, Suppliers and Subconsultants" prior to issuance of the Notice to Proceed.
- Any subcontractors, for any dollar amount, added to the project after the Notice to Proceed requires notification to VTA.

Pursuant to appropriate sections of the Labor Code of the State of California, the Director of the DIR has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the Work for straight time, overtime, Saturday, Sunday and holiday work. Contractor shall post a copy of the prevailing wage rates at the Worksite or material staging area.

Workers employed in the Work must be paid at the rates at least equal to the prevailing wage rates specified by VTA. If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of Contract award.

In the performance of the Work, Contractor and all subcontractors **carrying out covered work** shall be responsible for compliance with California Labor Code Sections 1776 (Payroll records, retention, inspection, noncompliance penalties, rules and regulations) and 1777.5 (Employment of registered apprentices, wages, standards, number, apprenticeable craft or trade, exemptions, contributions).

3.6. Workers Compensation

In addition to the bid forms described in this Section 3 Instructions to Bidders, by signing and submitting this Bid, the Bidder is providing the certification set out below.

Bidder hereby certifies that it is aware of the provisions of California Labor Code §3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Bidder will comply with such provisions before commencing the performance of the Work.

3.7. Reserved

3.8. Business Diversity

3.8.1. Goal

A participation goal for Small Business Enterprises (“SBEs”) has been established for this Contract as detailed in Section 1.7 Business Diversity Program of the Invitation for Bid.

3.8.2. Business Diversity Policy and Requirements

Bidders must comply with VTA's Small Business Enterprises Policy and Requirements, as set out in **Appendix C Business Diversity Policy and Requirements**.

A Bidder who fails to achieve the SBE participation goal and who fails to demonstrate sufficient good-faith efforts to meet such goal shall be deemed “non-responsive” and therefore ineligible for award of the Contract.

Bid Form 4, Bid Form 5, and Good Faith Efforts (if the SBE goal is not achieved) must be submitted in accordance with Section 3.10 Bid Forms and Appendix C Business Diversity Policy and Requirements. If Bidder is also a SBE firm, then list the bidder/contractor name on the Bid Form 4 and Bid Form 5.

In order to be counted for SBE credit, all firms must be identified on Bid Form 4 as certified by VTA’s Office of Business Diversity Program (OBDP) or DBEs certified with the California Unified Certification Program (CUCP), or accepted by OBDP at the time of Bid.

It is the Bidder’s sole responsibility for verifying subcontractor certification as a SBE to VTA. Bidders may search a list of VTA's certified SBE firms at <http://www.vta.org/about-us/doing-business-with-vta-search-for-sbes>. VTA’s SBE application is available at <http://www.vta.org/About-Us/Inside-VTA/Small-Business-Enterprise-Program>.

The SBE Goal Achieved in the approved Bid Form 4 equates to a commitment from Contractor; Contractor must meet this commitment.

3.9. Preparation of Bid

The Bidder shall prepare its Bid in strict accordance with all of the requirements of the Contract Documents and any addenda thereto. In order to receive consideration, all Bids shall comply with the following instructions:

3.9.1. Submit Bid on Form Provided

Bids shall be submitted on the forms provided in these Contract Documents in signed original. Bids submitted in any other form may be considered nonresponsive and rejected.

Blank spaces in each Bid form shall be properly filled in by indelible means, and the phraseology thereof shall not be changed. Any conditions or limitations made to the items mentioned therein may be cause for rejection. Alterations by erasure or interlineation must be explained or noted in the Bid over the signature of the Bidder.

No modification of a Bid Form will be considered.

3.9.2. Prices, Taxes and Applicable Fees in the Bid

Bids shall include full compensation for furnishing all labor, material, tools, and equipment and doing all the Work complete in place in accordance with the requirements of the Contract. Bid prices shall include all applicable taxes, freight charges and other applicable fees of any kind.

Contractor shall be responsible for assessing any and all applicable taxes related to the purchase of or installation of materials used on a VTA project and shall, for purposes of determining transaction or use tax liability, use the Worksite as the place where “engaged in business”.

3.9.3. Sealed Envelope

All Bids shall be enclosed in a sealed envelope bearing the Contract number, the title of the Project, the date and hour of the opening, and the name of the Bidder. Bids shall be addressed to the name and location as specified in **Section 1.4. Submittal Location and Deadline**. It is the sole responsibility of the Bidder to see that its Bid is received in a timely manner.

3.10. Bid Forms

Bids shall include the Bid Forms as outlined in the cover page of Section 4 Bid Forms. The sections that follow provide specific requirements for the Bid Forms to be submitted.

3.10.1. Bid Form 1: Schedule of Quantities and Prices

The Bidder must complete and submit **Bid Form 1** in its entirety as instructed in **Bid Form 1**.

The quantities given in the Schedule of Quantities and Prices for which unit prices are asked to be Bid are approximate only, being given as a basis for the comparison of Bids, and VTA does not, expressly or by implication, represent that the actual quantities required will correspond therewith, but reserves the right to increase or decrease or omit entirely the quantity of any class or portion of the Work, or materials required for all or any portion of the Work, as VTA may deem necessary or advisable.

On all Bid items for which Bids are to be received on a unit price basis, the unit price for all items must be shown, as well as the extended price (unit price multiplied by the number of units shown on **Bid Form 1**) for each Bid item. If there is a discrepancy between unit prices and extended price for any Bid item, the unit price multiplied by the number of units shall prevail. In the event of a discrepancy between the sum of the extended prices for all Bid items and the Total Bid Price, the sum of the extended prices of all items shall prevail. The sum of extended prices on all Bid items and the Total Bid Price must be calculated to two (2) decimal places.

3.10.2. Bid Form 2: Bid Security Form/ Bidder’s Bond

At the Bid Opening, each Bid shall be accompanied by **Bid Form 2** and a certified or cashier’s check, or a Bidder's Bond in the sum of not less than **5% of the Total Bid Price** (as defined in **Section 2.5 Definitions** and as further represented below) and said checks or bond shall be made payable to the order of the Santa Clara Valley Transportation Authority.

3.10.3. Bid Form 3: Designation of Subcontractors

At the Bid Opening, each Bid shall be accompanied by **Bid Form 3**. If there are no subcontractors, Bidder shall write “No Subcontractors” on the form. If there are subcontractors, follow the instructions on **Bid Form 3**.

3.10.4. Bid Form 4: Listing of SBE Contractor or Subcontractors

At the Bid Opening, the Bidder must complete and submit **Bid Form 4** in its entirety as instructed in **Bid Form 4**.

3.10.5. Bid Form 5: Supplemental Contractor and Subcontractor Information

Bid Form 5 is to be submitted **no later than 5 PM on the 2nd working day after the Bid Opening**. The Bidder must complete and submit **Bid Form 5** in its entirety as instructed in **Bid Form 5**.

If a participation goal was specified in **Section 3.8 Business Diversity**, Bidders are required to submit Good Faith Effort documentation if goal is not achieved. **If Good Faith Efforts documentation is required, it will be submitted by the three (3) low Bidders** (and other Bidders at VTA request), **no later than 5 PM on the 2nd working day after the Bid Opening**. Refer to **Appendix C Business Diversity Policy and Requirements** regarding requirements for Good Faith Effort documentation.

3.10.6. Bid Forms 6 to 7 and 10

At the Bid Opening, each Bid shall be accompanied by the following Bid Forms:

- (a) Bid Form 6 – Litigation Disclosure
- (b) Bid Form 7 – Certificate of Bidder – Safety and Health
- (c) Bid Form 10 – References and Previous Experiences: Bidder shall provide the requested information in Bid Form 10 for the last three completed projects of similar scope, size and dollar value.

3.10.7. Bid Forms 8 to 9

At the Bid Opening, each Bid shall be accompanied by the following Bid Forms:

- (a) Bid Form 8 – Non-Collusion Declaration
- (b) Bid Form 9 – Public Contract Code Statements

3.10.8. Bid Forms 20 to 23 / Reserved

3.11. Bids and Bid Opening

Bids will be opened and publicly read aloud by the Contract Administrator at the Bid Opening. The following conditions may apply to the bids.

3.11.1. Late Bids

Bids received after the Bid Opening will not be considered. Late Bids will be returned unopened.

3.11.2. Withdrawal of Bid

Any Bidder may withdraw its Bid, either personally or by a written request by a duly authorized representative, at any time prior to the scheduled time for Bid Opening. However, no Bidder may withdraw its Bid for a period of **120 calendar days** after the Bid Opening. Bidder's attention is directed to the provisions of the Public Contract Code Sections 5100 to 5110 regarding relief of Bidders.

3.11.3. Conditional Bids

Conditional Bids, or those which take exception to the Contract Documents, will be considered non-responsive and will be rejected.

3.11.4. Bidders Interested in More than One Bid

No entity shall be allowed to make or file or be interested as a principal in more than one Bid for the same Work, unless alternate Bids are called for. However, a person, firm or corporation submitting a sub-bid to

a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or from being a principal Bidder for the same Work.

3.11.5. Single Bid Response

If only one Bid is received in response to the Invitation for Bid, a detailed cost proposal will be required of the single Bidder. A cost/price analysis and evaluation and/or audit will be performed of the cost proposal in order to determine if the price is fair and reasonable.

3.12. Award or Rejection of Bids

3.12.1. Award Process

Award of the Contract to the Successful Bidder will be made within **120 calendar days** after the Bid Opening (“Initial Execution”).

If the first Bidder selected as a Successful Bidder refuses or fails to execute the Contract within the Initial Execution period, VTA may award the Contract to the second-ranked Successful Bidder selected as provided herein and such an award, if made, will be made within **30 calendar days** after VTA notifies the second-ranked Successful Bidder of the first-ranked Successful Bidder’s failure to execute the Contract (“Secondary Execution”).

If the second-ranked Successful Bidder refuses or fails to execute the Contract within the Secondary Execution period, VTA may award the Contract to the third-ranked Successful Bidder selected as above provided and such an award, if made, will be made within **30 additional calendar days**.

If necessary, the same procedure may be utilized by VTA for awarding the Contract to subsequent Successful Bidders. The periods of time specified above within which the award of Contract may be made will be subject to an extension for such further period as may be agreed in writing between VTA and the Bidder concerned. VTA reserves the right to reject any or all Bids and to waive any informality in the Bids or in the Bid process. Obvious cases of Bid imbalancing may be cause for rejection.

3.12.2. Reserved

3.13. Basis of Award

The criteria for determining the Successful Bidder will include the Bidder’s responsiveness to the requirements of the Contract Documents, Bidder’s responsibility and price. Any Bidder may be required to furnish evidence satisfactory to VTA that it and its proposed subcontractors have sufficient means and experience in the type of work called for in the Contract Documents to assure completion of the Contract in a satisfactory manner.

3.14. Responsibility Hearing

Before being declared non-responsible, a Bidder shall be notified of the proposed determination of non-responsibility, served with a summary of the information upon which VTA is relying and provided with an opportunity to be heard in accordance with applicable law. At the responsibility hearing, the Bidder will be allowed to rebut adverse information and to present evidence that it has the necessary quality, fitness and capacity to perform the Work.

The Bidder must exercise its right to request a hearing within **5 calendar days** after receipt of such notice. Failure to submit a written request for a hearing within the time frame set forth in this Section, will be

deemed a waiver of the right to such a hearing and the awarding authority may proceed to determine whether or not the award of the contract should be made to another Bidder or whether or not the Bidder is non-responsible for this and future contracts.

The determination by VTA that the Bidder is non-responsible shall be final and constitute exhaustion of the Bidder's administrative remedies.

3.15. Bidder Review and Protest Procedures

The following procedures must be used by Bidders seeking review of the Contract Documents or the contracting process:

3.15.1. General Information

A Bidder may discuss the Contract Documents with VTA. Such discussions do not, however, relieve Bidders from the responsibility of submitting written, documented requests as required by these procedures. Bidder requests and protests shall be addressed to the Contracts Office, Santa Clara Valley Transportation Authority, 3331 North First Street, San José, CA 95134-1927, Attention: Procurement, Contracts & Materials Manager, and clearly marked "Bid Protest" on the outside of the envelope. VTA will decide the merits of the request or protest and render a determination. The protest resolution record will be provided to the protesting Bidder upon request.

3.15.2. Pre-Bid Opening Protests

Prior to Bid Opening, a Bidder may submit to VTA protests regarding the procurement process or items in the Contract Documents. Any such protest shall be received by VTA, in writing, not fewer than **ten (10) working days** before the date of scheduled Bid Opening. Any protest shall be fully supported with technical data, test results, or other pertinent information as evidence that the protest should be upheld.

VTA will make a determination of the merits of each Bidder protest. That written determination will be mailed or otherwise furnished to all Bidders.

3.15.3. Post Bid Opening Protests

Protests based upon alleged improprieties in the procurement process that can only be apparent after Bid Opening or the closing date for receipt of additional post Bid Opening documentation, shall be filed no later than **five (5) working days** following the issuance of a Notice of Recommended Award. Protests shall contain a statement of the grounds for protests and supporting documentation. Final VTA decision on the protest will be mailed or otherwise furnished to both the Successful Bidder and protesting Bidder prior to award of the Contract.

3.15.4. Reserved

3.16. Reserved

SECTION 4 BID FORMS

These forms are designed to contain essential information concerning the Bidder and the Bid, and must be completed such that they can be read. If any of the completed forms are illegible, VTA may, at its option, declare the entire Bid unresponsive.

Bid Form 1	Bid Form, Schedule of Quantities and Prices, Contractor Information
Bid Form 2	Bidder's Bond Note: Form must be acknowledged by a notary
Bid Form 3	Designation of Subcontractors
Bid Form 4	Listing of SBE Contractor or Subcontractors
Bid Form 5	Supplemental Contractor and Subcontractor Information
Bid Form 6	Litigation Disclosure
Bid Form 7	Certificate of Bidder – Occupational Safety and Health
Bid Form 8	Non-Collusion Declaration
Bid Form 9	Public Contract Code Statements
Bid Form 10	References and Previous Experiences
Bid Form 20	Not Applicable
Bid Form 21	Not applicable
Bid Form 22	Not applicable
Bid Form 23	Not applicable

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BID FORM 1
BID FOR CONTRACT C20011

This form must be submitted with the Bid.

FROM: _____
(BIDDER'S NAME)

TO: THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
STATE OF CALIFORNIA

In compliance with your Invitation for Bid for this project, the undersigned Bidder, being thoroughly familiar with the terms and conditions of the Contract Documents, hereby proposes and agrees to perform fully the Work within the time stated and in strict accordance with the Contract Documents.

The Bidder hereby acknowledges receipt of the following addenda to the Contract Documents:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE. BIDDER CERTIFIES THAT IT HAS READ AND UNDERSTANDS THE CONTRACT DOCUMENTS AND ADDENDA AND THE MEANING, PURPOSE AND INTENT OF EVERY PROVISION THEREIN.

Bidder hereby incorporates by reference all provisions of the Contract Documents.

CONTINUED ON NEXT PAGE →

BID FORM 1 (continued)

Schedule of Quantities and Prices

The prices quoted below include all applicable taxes, fees, permits, delivery and other charges as required.

If the Contract includes cleanup, please note that there is no separate payment item for "Cleanup"; therefore Bidder shall consider and include this in the various items of Work on the Schedule of Quantities and Prices.

BIDDER'S NAME: _____

(F)	Bid Item	Reference	Description	Unit	Qty.	Unit Price	Total
							\$
	1	Section 6.19	Entire work specified in the Plans, Specifications, & in the Contract shall be paid as one Lump Sum Amount including all the labor, materials, and work associated to complete the work.	1	LS		
	2	TS 01 11 00	Allowance for wall/ceiling repair or replacement	1	LS	10,000.00	10,000.00
TOTAL BID PRICE:						\$	

CONTINUED ON NEXT PAGE →

BID FORM 1 (continued)

Signature Page

A. ENTER FULL AND CORRECT NAME OF BIDDER:

Firm Name: _____

B. ENTER BUSINESS ADDRESS

Street Address: _____

City, State, ZIP: _____

Phone #: _____ Email: _____

C. CALIFORNIA CONTRACTOR'S LICENSE

Number: _____

Class: _____

Expires: _____

D. BIDDER INFORMATION

Is this firm at least 51% owned by minorities or women?	<input type="checkbox"/> Yes <input type="checkbox"/> No (check one)
If yes, check the following primary ownership group:	<input type="checkbox"/> Asian Pacific <input type="checkbox"/> Asian Indian <input type="checkbox"/> Native American
	<input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Caucasian <input type="checkbox"/> Other _____
Check gender of owner(s):	<input type="checkbox"/> Male <input type="checkbox"/> Female

E. LIST PRINCIPALS

The names of all persons as principals interested in the foregoing bid are as follows:
(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give legal name of corporation, and names of the President and Secretary thereof; if a partnership, give name of the firm, also names of all individual partners composing firm; if Bidder or other interested person is an individual, give first and last names in full. If a Bidder is a joint venture, supply the above information for each joint venture partner.) Attach additional pages if needed.

F. SIGN AND DATE

The person signing this Bid Form for the Bidder certifies that he or she is authorized by the Bidder to do so and that the Bidder is bound contractually by that signature.

Signature: _____

Name (print): _____

Title: _____

Date: _____

BID FORM 2 BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That

WHEREAS the undersigned, _____
as Principal and _____

as Surety, are held and firmly bound unto the Santa Clara Valley Transportation Authority, a political subdivision of the State of California (hereinafter called "VTA") in the penal sum of **5%** of the **Total Bid Price** (as defined in **Section 2.5 Definitions**) of the Principal above named, submitted by said Principal to VTA for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a bid to VTA for performance of that certain construction described as

**Restroom Renovations at Chaboya Building A
CONTRACT M20011**

("Bid") has been submitted by Principal to VTA.

NOW THEREFORE, if the aforesaid Principal shall not withdraw said Bid within **120 calendar days** after said opening, and shall within the period specified therefore, or if no period be specified, within **six (6) working days** after the prescribed forms are presented to Principal for signature, enter into a written contract with VTA in the prescribed form in accordance with the Bid as accepted ("Contract"), submit the required insurance certificates and file two bonds with VTA; **a Performance Bond in the amount of 100% of the Total Contract Price** to guarantee faithful performance of the Work under the Contract and **a Payment Bond in the amount of 100% of the Total Contract Price** to guarantee payment for labor and materials, as required by law, or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such Contract and give such bonds and insurance within the time specified, if the Principal shall pay VTA the difference between the amount specified in said Bid and the amount for which VTA may procure the required work, if the latter amount be in excess of the former, together with all costs incurred by VTA in again calling for bids, should that become necessary, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for Bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by VTA and judgment is recovered, the Surety shall pay all costs incurred by VTA in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20_____.

PRINCIPAL

SURETY

(Company)

(Company)

(Signature)

(Signature)

(Name – Please Print)

(Name – Please Print)

(Title)

(Title)

NOTE: Signatures of those executing for Surety must be acknowledged by a Notary.

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

State of California)
County of _____)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known

to me to be the duly authorized attorney-in-fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the attorney-in-fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as attorney-in-fact and that said corporation executed the same.

(SEAL)

WITNESS MY HAND AND OFFICIAL SEAL:

Notary Public for the State of California

Acknowledgement by attorney-in-fact must be attached.
Corporate seals of Principal and Surety must be attached.

BID FORM 3 DESIGNATION OF SUBCONTRACTORS

IMPORTANT INFORMATION

Bidder shall completely fill in the form below for each proposed subcontract in excess of one-half of 1 percent of Bidder’s Total Bid Price, or in Bids for the construction of streets, highways, including bridges, in excess of one-half of 1 percent of the Bidder’s Total Bid Price or \$10,000, whichever is greater, in compliance with the Public Contract Code of the State of California, Sections 4100-4114.

Additionally, Bidder must list below all subcontractors (regardless of the subcontractor’s tier or subcontract amount) needed to show compliance to **Section 1.5 Licenses**.

A. ENTER PRIME BIDDER INFORMATION

1. Bidder Name: _____
2. Total Amount to be Subcontracted: \$ _____
3. Total Percentage to be Subcontracted: _____%

B. ENTER NAMES OF SUBCONTRACTORS OR LOWER-TIER SUBCONTRACTORS AS REQUIRED ABOVE

SUBCONTRACTOR NAME	SUBCONTRACTOR'S ADDRESS	CONTRACTOR'S STATE LICENSE NUMBER	CONTRACTOR'S DIR REGISTRATION NUMBER	BID ITEM(S) & DESCRIPTION OF WORK
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Restroom Renpvtions at Chaboya Building A
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SUBCONTRACTOR NAME	SUBCONTRACTOR'S ADDRESS	CONTRACTOR'S STATE LICENSE NUMBER	CONTRACTOR'S DIR REGISTRATION NUMBER	BID ITEM(S) & DESCRIPTION OF WORK
<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>
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<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>	<hr/> <hr/> <hr/>

BID FORM 4 LISTING OF SBE/DBE CONTRACTOR OR SUBCONTRACTORS

This form must be submitted with the Bid. Refer to instructions on Page 2 of this form when filling out this form.

A. ENTER PRIME BIDDER INFORMATION

- | | |
|----------------------------|----------------------------|
| 1. Bidder Name: _____ | 6. Email: _____ |
| 2. Street Address: _____ | 7. Preparer's Name: _____ |
| 3. City, State, ZIP: _____ | 8. Preparer's Title: _____ |
| 4. Phone #: _____ | 9. Signature: _____ |
| 5. Fax #: _____ | 10. Date: _____ |

B. LIST SBE/DBE CONTRACTOR AND SUBCONTRACTORS:

ENTERPRISE NAME (Column1)	ENTERPRISE NAICS CODE (Column2)	SBE/DBE (Column3)	CERTIFICATION NUMBER (Column4)	SUBCONTRACT /PO \$ AMOUNT (Column5)
_____ _____	____-____-____ ____-____-____ ____-____-____	<input type="checkbox"/> SBE <input type="checkbox"/> DBE	_____	\$ _____
_____ _____	____-____-____ ____-____-____ ____-____-____	<input type="checkbox"/> SBE <input type="checkbox"/> DBE	_____	\$ _____
_____ _____	____-____-____ ____-____-____ ____-____-____	<input type="checkbox"/> SBE <input type="checkbox"/> DBE	_____	\$ _____
_____ _____	____-____-____ ____-____-____ ____-____-____	<input type="checkbox"/> SBE <input type="checkbox"/> DBE	_____	\$ _____
_____ _____	____-____-____ ____-____-____ ____-____-____	<input type="checkbox"/> SBE <input type="checkbox"/> DBE	_____	\$ _____

11. Bidder has , has not (check one box) met SBE/DBE Participation Goal.

C. SUBMISSION OF GOOD FAITH EFFORT (GFE) DOCUMENTATION:

GFE documentation is required if Bidder's Goal Achieved is less than Participation Goal. Refer to the **Section 13.7 Good Faith Effort for documentation** to provide.

FOR VTA USE ONLY – BIDDER SHOULD NOT COMPLETE THIS SECTION

VTA OBDP certifies that all Business Enterprise certifications are valid and information on this form is complete and accurate.

Signature: _____
 Printed Name/Title: _____
 Phone #: _____
 Date Signed: _____

INSTRUCTIONS FOR BID FORM 4

Refer to these instructions when filling out Bid Form 4 or the Bid may be rejected.

IMPORTANT: Identify all SBE/DBE firms being claimed for credit, regardless of tier. The preparer indicated in Part A is providing written confirmation of each listed SBE/DBE.

PART A: ENTER CONTRACTOR INFORMATION

- Line 1: Name of Bidder.
- Line 2 and 3: Address of Bidder.
- Line 4 and 5: Phone and Fax numbers of Bidder.
- Line 6: Email of Bidder.
- Line 7, 8 and 9: Printed name, title and signature of Bidder's Authorized Representative.
- Line 10: Date when the Form is signed

PART B: LIST CONTRACTOR AND SUBCONTRACTORS

- Column 1: Enter name and address of the certified SBE/DBE subcontractor, or enter Bidder's name if Bidder is an SBE/DBE.
- Columns 2: Enter subcontractor/vender North America Industry Classification System ("NAICS") code(s). Ref. <https://www.census.gov/eos/www/naics/>.
- Columns 3: Check one of the choices offered. The firm must be certified through an approved certifying agency.
- Columns 4: Enter SBE (or BDE) certification number. An SBE/DBE must, at the time of Bid, be certified by VTA's Office of Business Diversity Program (OBDP) or SBEs/DBEs certified with the California Unified Certification Program (CUCP), or accepted by OBDP
- Column 5: Enter SBE/DBE subcontract or purchase order amount of the work to be performed or service to be provided. See **Appendix C Business Diversity Policy and Requirements** to determine how to count the participation credit amount of SBE/DBE firms. A summary of that information is provided below:

CREDIT FOR SBE/DBE VENDOR of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from an SBE/DBE regular dealer. Credit for SBE/DBE manufacturers is given at 100% toward the SBE/DBE Goal Achieved only where the SBE/DBE vendor manufactures or substantially alters the material prior to resale.

CREDIT FOR SBE/DBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the SBE/DBE to non-SBE/non-DBE firms, towards the SBE/DBE Goal Achieved.

CREDIT FOR SBE/DBE TRUCKING FIRMS is limited to amount performed by the SBE/DBE own trucks and drivers and by certified SBE/DBE trucking subhaulers. An SBE/DBE trucking firm must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.

- Line 11: Calculate the SBE(or DBE) Goal Achieved as per above formula, and check whether Bidder's has met SBE/DBE Participation Goal. This percentage must equal or exceed the SBE or (DBE) Participation Goal or else Bidder must

Formula to calculate Goal Achieved:

$$\text{SBE/DBE Goal Achieved} = \frac{\text{Sum [SBE/DBE Credit Amount]}}{\text{Total Bid Price}} \times 100$$

demonstrate Good Faith Efforts to achieve the goal. VTA will utilize the values provided herein to calculate Bidder's SBE/DBE Goal Achieved. Such values must be consistent with the values found elsewhere in the Bid Documents, otherwise **Bidder may be considered nonresponsive**. The Successful Bidder's SBE/DBE Goal Achieved becomes the Contractor's committed SBE/DBE goal.

INSTRUCTIONS FOR BID FORM 5

This form is for data collection purposes, required by federal regulation 49 CFR 26.11.

ENTER CONTRACTOR/SUBCONTRACTOR INFORMATION:

Contractor will fill out Parts A -D.

Contractor needs to make copies for their subcontractors. Subcontractors will fill out Parts A – C and return to this contractor. Contractor will fill out Part D on the subcontractor’s form and submit to VTA.

PART A: ENTER CONTRACTOR/ SUBCONTRACTOR INFORMATION

Line 1 to Line 5: Enter contractor/subcontractor name, address, phone number, and email.

PART B: FIRM DEMOGRAPHICS

- Line 6: Check all that apply. Make sure that firm is certified by an approved agency: California Unified Certification Program, VTA for SBE only (Small Business Enterprise), or DGS (Department of General Services)
- Line 7: Enter firm owner’s ethnicity
- Line 8: # of years firm has been in business
- Line 9: Select firm owner’s gender
- Line 10: Select firm’s annual gross receipts bracket.

PART C: FORM COMPLETED BY:

- Line 11: Print and sign the name of the person filling out this form
- Line 12: Enter date signed.

PART D: TO BE COMPLETED BY CONTRACTOR

- Line 13: Enter contractor’s name
- Line 14: If firm is a subcontractor that will be used on the contract, select Yes, otherwise select No
- Line 15: If firm is being used on the contract, enter subcontract value

**BID FORM 6
LITIGATION DISCLOSURE**

Bidder shall list and describe in detail all pending litigation, any litigation that has been closed in the past five years, and any pending investigations by the California Department of Industrial Relations in which Bidder's firm is or has been a party.

Include the following information:

- If your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract.
- If your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity.
- If your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction.
- If your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty.

Pending Litigation

Litigation settled in the last five years

Pending DIR Investigations

(Use additional sheets if necessary)

SIGN AND DATE

The person signing this Bid Form 6 for the Bidder certifies that he or she is authorized by the Bidder to do so and that the Bidder is bound contractually by that signature.

Signature: _____

Name (print): _____

Title: _____

Date: _____

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BID FORM 7
CERTIFICATE OF BIDDER OCCUPATIONAL SAFETY AND HEALTH (OSH)

Bidder certifies the following:

1. Bidder does not have serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, during the past five-year period
- or -
Bidder is taking appropriate corrective action to prevent further violations of Part 1 of Division 5 of the Labor Code.

2. Bidder's workers' compensation experience modification ("ex-mod") factor is below 1.25
- or -
Bidder's ex-mod factor is 1.25 to 1.75 and Bidder is taking all appropriate action to reduce employee workplace injuries, illnesses and workers' compensation losses.

3. Bidder has an injury prevention program instituted pursuant to Section 3201.5 or 6401.7 of the Labor Code.

SIGN AND DATE

The person signing this Bid Form 7 for the Bidder certifies that he or she is authorized by the Bidder to do so and that the Bidder is bound contractually by that signature.

Signature: _____

Name (print): _____

Title: _____

Date: _____

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BID FORM 8
NON-COLLUSION DECLARATION

State of California)
)
County of _____) ss.

The undersigned declares:

I am the _____ of _____, the party making the
foregoing Bid. (TITLE) (COMPANY)

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

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

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

correct and that this declaration is executed on this _____ day of _____, 20__

at _____,
(CITY) (STATE)

SIGN AND DATE

Signature of Declarant: _____

Name (print): _____

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BID FORM 09
PUBLIC CONTRACT CODE STATEMENTS

There are three parts to this Bid Form. Complete the information in each part and sign the last page of this Bid Form.

A. Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder

has has not

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

B. Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes No

Note: Bidder must place a check mark after "Yes" or "No".

If the answer is Yes, explain the circumstances in the following space:

C. Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Bidder within the immediately preceding two-year period because of Bidder's failure to comply with an order of a federal court which orders Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this Bid Form, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10285.1, 10162, AND 10232 are true and correct.

SIGN AND DATE

Signature: _____
Name (print): _____
Title: _____
Date: _____

BID FORM 10
REFERENCES AND PREVIOUS EXPERIENCES

A. ENTER PROJECT AND BIDDER INFORMATION

Contract Name Restroom Renovations at Chaboya Building A
Contract Number C20011
Bidder Name _____

B. PROJECT EXPERIENCE

IMPORTANT INFORMATION

Each Bidder must have the following minimum experience:

1. Three years experience as licensed General Engineering (Class A) or General Building contractor (Class B).

A Bidder can demonstrate this experience through either its subcontractor, key personnel or the entity as a whole.

Does Bidder meet the experience requirements indicated ABOVE?

Yes No (please check one)

NOTE: A “No” response will render the **Bid non-responsive**.

CONTINUED ON NEXT PAGE →

BID FORM 10 (continued)
REFERENCES AND PREVIOUS EXPERIENCES

C. ENTER REFERENCE INFORMATION

Bidder shall completely fill in this form **three completed projects** of experiences detailed above. "Owner" refers to the public or private agency for which services were provided. Use additional sheets, if necessary.

REFERENCE 1

Owner Agency/Firm Name _____
Address _____ Phone Number _____
Contact Name for Owner _____ Email for Contact _____
Dollar Value of Project \$ _____ Date Started _____ Date Completed _____
Detailed Scope of Work _____

REFERENCE 2

Owner Agency/Firm Name _____
Address _____ Phone Number _____
Contact Name for Owner _____ Email for Contact _____
Dollar Value of Project \$ _____ Date Started _____ Date Completed _____
Detailed Scope of Work _____

CONTINUED ON NEXT PAGE →

BID FORM 10 (continued)
REFERENCES AND PREVIOUS EXPERIENCES

REFERENCE 3

Owner Agency/Firm
Name _____

Address _____ Phone
Number _____

Contact Name for Owner _____ Email for Contact _____

Dollar Value of Project \$ _____ Date
Started _____ Date Completed _____

Detailed Scope of Work _____

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SECTION 5 CONTRACT FORMS

It is not necessary to complete these Contract Forms to bid on this project. The Successful Bidder will be required to execute all the following Contract Forms if the Contract is awarded:

- | | |
|------------------------|---|
| Contract Form 1 | Construction Agreement
Note: Form must be acknowledged by a notary |
| Contract Form 2 | Performance Bond
Note: Form must be acknowledged by a notary |
| Contract Form 3 | Payment Bond
Note: Form must be acknowledged by a notary |
| Contract Form 4 | Listing of Subcontractors, Suppliers, and Subconsultants |
| Contract Form 5 | Designation of Authorized Representative. |

These Contract Forms will be returned to:

Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management
Attention: Cathy Clegg
3331 North First Street, Building B
San José, California 95134

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CONTRACT FORM 1 MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is entered into between the Santa Clara Valley Transportation Authority (“VTA”) and

INSERT SUCCESSFUL BIDDER’S COMPANY NAME

(“Contractor”) as of the date set out below. VTA and Contractor agree as follows:

- 1. Scope of Work.** Contractor shall perform the Work as described in

**RESTROOM RENOVATIONS AT CHABOYA BUILDING A
CONTRACT M20011**

in a satisfactory and workmanlike manner and in accordance with the provisions of the Contract Documents.

- 2. Compensation.** Full compensation to Contractor for the complete and satisfactory performance of the Work under the Contract and all provisions of the Contract Documents, and for Contractor’s payment of all obligations incurred to others in performance of the Work, is the Total Contract Price (as defined in Contract **Section 2.5 Definitions**) of **\$ Insert Total Contract Price**, as this amount may be adjusted in accordance with other provisions of the Contract. All costs for Work shown or indicated in the Contract Documents, even if not specifically provided for by a Bid item in the Schedule of Quantities and Prices shall be included in the Total Contract Price per Contract **Section 7.59 Progress Payments**.

- 3. Contract Documents – Order of Precedence.** The following sections of the Contract Documents are incorporated by reference into this Maintenance Agreement:

Section 5.0	Contract Forms
Section 4.0	Bid Forms
Section 1.0 –3.0	Invitation for Bid, Foreword, and Instructions to Bidders including Appendices referenced therein except Appendix C
Section 6.0	Special Conditions, including Appendices referenced therein except Appendix C
Section 7.0	General Conditions including Appendices referenced therein except Appendix C
Appendix C	Business Diversity Policy and Requirements
Section 8.0	Technical Specifications
Section 9.0	Contract Drawings and Plans

These documents are essential parts of the Contract between the parties and are intended to be complementary and to describe and provide for the entirety of the Work. In the event of conflict among the documents, precedence shall be given in the order listed above. In the event of any discrepancy between any drawing and the dimensions written thereon, the dimensions shall be taken as correct. Detail drawings shall prevail over general drawings.

- 4. Quality of Work.** Where the plans and specifications describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be provided.

5. **Time for Performance.** The term of this Agreement will commence on the date this Agreement is executed by VTA and will continue for one year. At VTA's sole option, this Agreement may be extended by up to four (4) years (four Option Years) for a maximum total period of five (5) years. Contractor shall commence the Work at the times set forth under PM Schedule of Work (Section 01 22 16, Unit Price Payments, subsection 1.04 of the Technical Specifications) or upon issuance of a Work Order, whichever is applicable. Contractor shall complete all of the Work by the dates specified in the PM Schedule of Work or the Work Order, as applicable. Contractor must submit the proper insurance certificates, payment bond, Listing of Subcontractors, Suppliers and Subconsultants, Federal and State Tax Forms, Erosion and Sediment Control Action Plan Element (ESCAPE), , and executed Maintenance Agreement no later than **six (6) working days** following the date of VTA's Notice of Award.
6. **Entire Contract.** The Contract constitutes the entire agreement between VTA and Contractor respecting the subject matter hereof. All other agreements, understandings and communications between the parties hereto are deemed to be merged into and superseded by the provisions of the Contract. No modification or change to the Contract shall have any force or effect unless it is in writing and expressly referred to as being a change order to the Contract. If any provision of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
7. **Responsible Conduct.** Contractor shall at all times deal in good faith and truthfully with VTA. Contractor shall submit documentation to VTA, including reports, claims, requests for change orders, equitable adjustment, Contract modifications or requests of any kind seeking increased compensation or decreases of an obligation on the Contract only in good faith and upon an honest evaluation of the underlying circumstances and an honest calculation of any amount being sought. A violation of this standard of conduct will subject Contractor to being deemed "non-responsible" pursuant to SCVTA Administrative Code, Chapter 9, Article III and potentially ineligible for future contracts with VTA, regardless of whether VTA relied on or responded to the submission.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by VTA and Contractor respectively, on the dates set out below.

INSERT NAME OF CONTRACTOR

By: _____

Title: _____

Date: _____

Contractor's License No.: _____

Class: _____

Expiration Date: _____

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY**

By: _____

John Wesley White
Chief Procurement Officer

By: _____

Nuria I. Fernandez
General Manager / CEO

Date: _____

Approved as to Form:

By: _____

Legal Counsel

**CONTRACT FORM 3
PAYMENT BOND FOR PUBLIC WORKS**

KNOW ALL PEOPLE BY THESE PRESENTS: That

WHEREAS, the Santa Clara Valley Transportation Authority (“VTA”) has awarded to

INSERT SUCCESSFUL BIDDER’S COMPANY NAME

(“Principal”) a Construction Agreement (“Contract”) for the furnishing of all materials, labor, services and transportation necessary, convenient and proper to the performance of

**RESTROOM RENOVATIONS AT CHABOYA BUILDING A
CONTRACT M20011, and**

WHEREAS, said Principal is required by the California Civil Code Section 9550 to furnish a bond executed by an admitted surety insurer in connection with said Contract;

NOW THEREFORE, we, the Principal and

INSERT SURETY COMPANY

as Surety, are held and firmly bound unto VTA, in the penal sum of **\$ INSERT TOTAL CONTRACT PRICE**, in lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of any such Contract or agreement or the bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between VTA and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 or 8402 of the California Civil Code, and has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

If VTA brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by VTA in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF this instrument has been duly executed by Principal and Surety under their several seals on this _____ day of _____, 20____, the names and corporate seals of the corporate parties being hereto affixed and those presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

PRINCIPAL

(Company)

(Signature)

(Name – Please Print)

(Title)

SURETY

(Company)

(Signature)

(Name – Please Print)

(Title)

CORPORATE SEAL

CORPORATE SEAL

NOTE: Attach the following:

- 1) a copy of authorization for signatory for Principal, and
- 2) original or certified copy of unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing person executing bond on behalf of surety to do so

CONTRACT FORM 4
LISTING OF SUBCONTRACTORS, SUPPLIERS, AND SUBCONSULTANTS

Contractor shall complete the form below for each subcontract for all subcontractors, suppliers of materials, and subconsultants. Include all firms.

IMPORTANT INFORMATION

- The form is to be completed and submitted with the other Contract Forms. Contract Forms are required no later than 6 (six) working days after receipt of the Notice of Award.
- All tiers of subcontractors are to be listed on this form and must be registered with the California Department of Industrial Relations (“DIR”) as further set forth at Section 7.8, Labor Provisions

A. ENTER PROJECT AND CONTRACTOR INFORMATION

Contractor Name _____

Total Contract Price: \$ _____

Amount to be Subcontracted: \$ _____

Percentage to be Subcontracted: _____ %

B. ENTER NAMES OF SUBCONTRACTORS, SUPPLIERS, AND SUBCONSULTANTS

Name of Subcontractor, Supplier, Subconsultant	City and State	Bid Item or Portion of Work	Ethnicity (see code Below)	Email Address	DIR Registration Number	Estimated Dollar Amount of Subcontract

NOTE

1. For Ethnicity, enter one of the following codes: A=Asian, SA=Subcontinent Asian, B=Black, C=Caucasian, H=Hispanic, NA=Native American, O=Other
2. DIR Registration is for SUBCONTRACTOR ONLY
3. Copy and add additional pages if necessary

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CONTRACT FORM 5
DESIGNATION OF AUTHORIZED REPRESENTATIVE

In accordance with Sections 7.24, Authorized Representatives and 7.25, Notices and Communications, Contractor hereby designates as its Authorized Representative the person listed below. Contractor's Authorized Representative shall have full authority to act on Contractor's behalf in all matters within the scope of this Contract.

Name of Authorized Representative: _____

Business Address: _____

Business Phone: _____

Business Email: _____

24-Hour Emergency Phone: _____

Designated Alternate: _____

Alternate's 24-Hour Emergency Phone: _____

The person signing this Designation of Authorized Representative for the Bidder certifies that he or she is authorized by the Bidder to do so and that the Bidder shall be bound contractually by that signature.

Signature: _____

Name (print): _____

Title: _____

Date: _____

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SECTION 6 SPECIAL CONDITIONS

6.1. Indemnity and Defense of Claims

6.1.1. Indemnify and Hold Harmless

Contractor shall must indemnify and hold harmless VTA, the any public agencies within whose jurisdiction, on whose behalf, or on whose property the Work is being performed, any party VTA is contractually obligated to identify in this agreement Contract as an indemnitee, and each of their respective Board of DirectorsSupervisors, Board of Supervisors Directors, Councils, individual board members, VTA's board members, officers, agents, employees, and consultants (each, an "Indemnitee"; collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising out of, pertaining to, or caused by, or in any way relating to the Work, including the performance of this Contract or any subcontract hereunder, by Contractor and/or its agents, employees, or subcontractors, whether such claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) are based upon a contract, or for personal injury, death or property damage or upon any other legal or equitable theory whatsoever.

6.1.2. Limitation on Indemnity

Notwithstanding any language in this Contract to the contrary, Contractor is not obliged to indemnify and/or hold harmless the Indemnitees from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising from the sole or active negligence or willful misconduct of VTA or its agents, servants or independent contractors who are directly responsible to VTA, or from damages for defects in designs furnished by those persons.

6.1.3. Duty to Defend

Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, claim, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) covered by Contractor's indemnity obligation set forth in this **Section 6.1.1**, and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants or independent contractors who are directly responsible to VTA, VTA shall promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants or independent contractors who are directly responsible to VTA.

6.1.4. Survive Expiration or Termination

The indemnity and defense of claims terms set forth in this Section 6.1 will survive the expiration or termination of the Contract and remain in full force and effect.

6.2. Insurance

Contractor's attention is directed to **Appendix A Insurance Requirements** of this Contract.

It is highly recommended that proposers confer with their insurance carriers or brokers in advance of bid submission to determine the availability of insurance certificates and endorsements prescribed in **Appendix A Insurance Requirements**.

6.3. Contract Bonds and Surety Requirements

Prior to execution of the Contract, Successful Bidder shall file with VTA on the forms provided herein, surety bonds in the amounts and for the purposes noted below, duly executed by an admitted surety insurer satisfactory to VTA; *provided, however*, that no bonds are required on Bids of \$25,000 or less. Successful Bidder shall pay all premiums and costs relating to required bonds, whether direct or incidental thereto. Each bond shall be signed by both Successful Bidder and surety.

6.3.1. Payment Bond

The Payment Bond shall be in an amount of **100%** of the Total Contract Price and shall inure to the benefit of persons performing labor or furnishing materials in connection with the Work. This bond shall be maintained in full force and effect until all Work under the Contract is completed and accepted by VTA, and until all claims for materials and labor have been paid. See the form of the Payment Bond in Section 5 Contract Forms.

6.3.2. Performance Bond

The Performance Bond shall be in an amount of **100%** of the Total Contract Price and shall insure the faithful performance by Contractor of all of the Work. It shall also insure the replacement of, or making acceptable, any defective materials or faulty workmanship. See the form of the Performance Bond in Section 5 Contract Forms.

6.3.3. Surety Requirements

Sureties for necessary bonds must:

- Be an admitted surety insurer.
- Have an AM Best's rating of no less than A VII.
- Comply with the provisions of Code of Civil Procedure Section 995.660.
- If Federal requirements apply (refer to **Section 1.8**), be a current Treasury Listed Surety (Federal Register).

Should any surety or sureties be deemed unsatisfactory at any time by VTA, notice will be given to Contractor to that effect, and Contractor shall forthwith substitute a new surety or sureties satisfactory to VTA; *provided, however*, that the time set out in the Notice of Award for submitting bonds will not be extended thereby. No further payment will be due or will be made under the Contract until the new sureties qualify and are accepted by VTA.

All alterations, time extensions, extra and additional Work, and other changes authorized by the specifications, or any part of the Contract, may be made without securing consent of the surety or sureties on the Contract bonds.

6.4. Time for Performance

The time limit for completion of all Work is **90 calendar days** commencing on the First Charged Day. First Charged Day is defined as the 20th day following the issuance of a NOA by VTA. Should the first charged day fall on a Friday or weekend or holiday, the following working day shall be the First Charged Day.

6.5. Liquidated Damages

Contractor agrees that its failure to complete the Work or any part thereof within the time periods or by the dates specified in the Contract, as such time periods or dates may be revised by change order, will result in damages being sustained by VTA. Since it is impractical and infeasible to determine the actual amount of such damage, it is further agreed that Contractor shall pay to VTA, as agreed, fixed and liquidated damages and not as a penalty, the amount specified hereunder for each day of delay or part thereof until such Work or part thereof is completed and accepted, and Contractor and its surety shall be liable for the amount thereof.

VTA may deduct the sum of liquidated damages from progress or final payment(s) due under this Contract.

The Work must be completed and accepted within the duration set out in **Section 6.4 Time for Performance**. Liquidated Damages will be assessed at \$500 per calendar day thereafter for each and every day beyond the time specified in **Section 6.4**.

6.6. Contract Data Requirements

6.6.1. Contract Data Requirements

Contractor shall submit to VTA the items shown in **Table B-1 Contract Data List** ("Contract Data List") and **Table B-2 Technical Submittals List** ("Technical Submittals List") of **Appendix B Contract Data Requirements**. The Contract Data List and Technical Submittals List is intended to summarize the requirements for submittals as specified in the Contract Documents. If conflicts exist between the lists in **Appendix B** and the referenced paragraph, the referenced paragraph will take precedence.

VTA may withhold amounts from any payments otherwise due as it determines necessary for Contractor's failure to provide submittals as required. This amount may be up to 10% of the payment or \$10,000.00, whichever is greater for each item. Failure of Contractor to submit any item within 30 days of its due date may result in forfeiture of any or all of the withholding per **Section 7.59.6 Special Withholding**.

6.6.2. Submittal

Contractor shall submit to VTA the items shown on the Contract Data List and the Technical Submittals List in compliance with the times and the number of copies specified therein. Requirements and procedures for preparing and transmitting submittals must conform to the provisions of **Section 7.43 Submittal of Shop Drawings, Product Data and Samples** and this **Section 6.6**.

All submittals must be accompanied by a **Submittal Cover Letter** provided by VTA. Contractor shall:

- a. Submit drawings, schedules and samples as required in the Technical Submittals List;
- b. Coordinate preparation and processing of submittals with performance of construction activities;
- c. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity;

- d. Coordinate transmittal of different submittals for related parts of the Work so that processing will not be delayed because of the need to review submittals concurrently for coordination; and
- e. Submit any supporting data, such as manufacturer's literature and/or calculations, in the same manner and number as the drawings, schedules and samples required.

Given **Section 6.4 Time for Performance**, Contractor shall allow adequate time for an Initial Review or Concurrent Review (as defined below), whichever is applicable, including time for resubmittals.

- a. Initial Review: Contractor shall allow twenty (20) working days for initial review and appropriate action by VTA on each submittal. Contractor shall allow additional time if processing must be delayed to permit coordination with subsequent submittals. VTA will advise Contractor when a submittal being processed must be delayed for coordination.
- b. Concurrent Review: Where concurrent review of submittals by VTA and other parties is required, Contractor shall allow thirty (30) working days for initial review and appropriate action by VTA of each submittal.

The time period for review (whether Initial Review or Concurrent Review) will commence on the day of VTA's receipt of submittal. If the submittal is received by VTA after 3PM, time period for review will commence on the following working day.

VTA's acceptance of submittals will be general and shall not be construed as (i) permitting any deviation from Contract requirements, (ii) offering relief of responsibility for any errors or omissions, or (iii) approving any deviation from details furnished by VTA except as provided otherwise in **Section 8 Technical Specifications**. If submittals show variations from Contract requirements for any reason, such variations shall be described in the submittal cover letter.

If variations result in an adjustment to the Contract price or time for performance, the adjustment will be subject to approval by VTA. Failure to describe variations will not relieve Contractor from the responsibility of executing the Work according to the terms of the Contract, even though such submittals have been accepted by VTA.

Contractor shall submit documents such as certificates, reports and test results not shown in the Technical Submittals List, but specified in **Section 8 Technical Specifications**. Three (3) copies of each item are required unless specified otherwise. Notice of completion of work to hold points specified in the encroachment permit must be provided ten (10) working days before estimated completion of that portion of the Work.

If VTA determines that substantial corrections are required, each submitted item will be marked AMEND AND RESUBMIT (A/R). The required corrections will be explained. In these instances, VTA will not be deemed to have accepted the submittal and it must be corrected and resubmitted. One copy will be returned for correction.

Resubmittals will be handled in the same manner as the initial submittal, and Initial Review and Concurrent Review period, whichever is applicable, will begin again. Contractor must direct specific attention to revisions other than those requested by VTA on previous submittals either by an accompanying letter or on the resubmitted drawings.

If accepted by VTA each submittal will be stamped NO EXCEPTIONS TAKEN (NET) and dated indicating acceptance.

Work included in submittals marked as MAKE CORRECTIONS NOTED (MCN) may be carried out provided that VTA's request has been properly addressed and resolved, and Contractor complies with all required corrections or modifications. Contractor shall make corrections to the resubmittals and resubmit to VTA within 5 working days. Working and shop drawings will be redlined by VTA and the Work will be carried out only using submittals that (i) are stamped either MAKE CORRECTIONS NOTED (MCN) or NO EXCEPTIONS TAKEN (NET), and (ii) which bear VTA's signature. No changes may be made thereon except by written direction from VTA.

Contractor is responsible for and will bear all cost of damages that may result from ordering material or from proceeding with Work before VTA acceptance.

Contractor shall submit six (6) legible copies of complete and detailed working and shop drawings as required for the performance of the Work, which must be suitable for electronic scanning. In addition, drawings must be prepared on a reproducible sheet measuring 22 inches by 34 inches unless approved otherwise. Each full size drawing sheet must have a blank area five inches by five inches minimum, located above the title block, for VTA's acceptance stamp. The title block must display the following:

- Contract Number and Name
- Number and Title of Drawing
- Date of Drawing or Revision
- Name of Firm originating Drawing
- Clear identification of contents
- Location of work
- Referenced Technical Specifications

Also, Contractor shall furnish detail drawings for any temporary work and the method of proposed construction for the safe and successful completion of such Work.

All submittals for electrical equipment shall conform to the provisions of the appropriate technical specifications of the Contract. All electrical materials shall be tagged in conformance with the provisions of **Section 7.49 Certificates of Compliance and Testing**, before delivery to the Worksite. VTA will reject untagged electrical materials.

Contractor shall furnish samples as specified and requested by VTA as soon as possible after the request. Unless indicated otherwise, no less than two (2) identical samples of each type required shall be submitted. Shipping charges shall be prepaid by Contractor. Products for which samples are requested shall not be used until accepted in writing by VTA. Each sample shall be labeled to indicate:

- Name of Project
- Contract Number
- Name of Contractor
- Name of subcontractor or supplier, if applicable
- Material or equipment represented
- Source
- Name of producer and brand, if any
- References to applicable plans and specifications
- Location of the Work

Contractor shall test samples as specified. Accepted samples not destroyed in testing may be retained by VTA. Samples not approved by VTA will be returned at Contractor's expense, if so requested at the time

of submittal. Contractor shall mail a letter under separate cover submitting each shipment of samples detailing the information required in the preceding paragraph. Contractor shall enclose a copy of the letter with the shipment.

6.7. Permits, Fees and Inspections

Contractor shall obtain and pay all jurisdictional charges required for all necessary building, electrical, plumbing, mechanical or encroachment permits and will include the cost of the required permits in the Bid price.

Contractor shall provide three (3) days' notice for inspection by the Fire Marshal. For Fire Marshal inspection requests, call (408) 299-3805.

Final Payment to Contractor will not be made until the terms and conditions of all permits have been satisfied including Fire Marshal approval for all fire sprinkler installations.

6.8. Payment of Fines and Fees

Contractor is responsible for the payment of all fines levied against VTA arising from or related to activities over which Contractor has responsibility under Contract Documents, or for Work which does not conform to the Contract Documents.

6.9. VTA Furnished Materials

Any materials to be furnished by VTA will be at locations designated herein or they will be delivered to the Worksite. Such VTA furnished materials shall be hauled to and properly stored at the place of use by Contractor at Contractor's expense including all necessary loading and unloading that may be involved. All costs of storing, handling, and installing VTA-furnished material shall be considered as included in the Contract price paid for the Bid item involving VTA-furnished material.

Contractor shall be held responsible for all materials furnished to Contractor, and shall pay all demurrage and storage charges. If any VTA-furnished materials are lost or damaged from any cause whatsoever after receipt by Contractor, Contractor shall be liable to VTA for the cost of replacing or repairing such VTA furnished material and the cost thereof may be deducted from any monies due or to become due Contractor.

In addition, VTA will furnish to Contractor, upon request, a maximum of ten (10) sets of conformed contract documents or bid documents including all addenda if conformed documents are not available. Contractor shall be responsible for making available to its subcontractors and suppliers all documents required to complete their Work. Upon Contractor's request, VTA will provide electronic copies of the conformed Contract Documents.

6.10. Delivery, Unloading and Storage

Contractor is completely responsible for all delivery, unloading and storage activities required for the completion of Work.

6.11. Work Sequence and Constraints

Contractor shall cooperate with and coordinate its Work with any private development work, utility relocation work or any other contractor that may be performing work in the immediate area of the Worksite.

Contractor is responsible for the coordination of all electric utility shutdowns required. Contractor shall give the applicable utility at least thirty (30) days' notice of the requirement for such a shutdown, unless a greater time period is specified in the Technical Specifications.

The Work will be performed on an active facility with ongoing 24-hours/day operations and maintenance activities. All Contract activities are subordinate to the ongoing function of these facilities. It is Contractor's responsibility to coordinate, phase, schedule and perform its Work without disruption to these activities.

6.12. Dust Control Requirements

Contractor is responsible for controlling dust generated in the Contract area at all times. Use of temporary dust control devices will be essential since the area surrounding the Contract will be operational. VTA maintains the right to stop work if it notices that the Contractor is not controlling the dust in the Contract area.

6.13. Sound Control Requirements

Contractor must comply with all local sound control and noise level rules, regulations and ordinances that apply to any of the Work. If no maximum noise levels exist in local jurisdictions, the noise level from Contractor's operations, between the hours of 9:00 PM and 6:00 AM, must not exceed 86 dbA at a distance of fifty (50) feet from the Work activity. Each internal combustion engine, used for any purpose on the job or related to the job, must be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine may be operated on the project without said muffler. Noise level requirements apply to all vehicles and equipment on the job or related to the job, including but not limited to trucks, transit mixers, or transit equipment regardless of whether Contractor owns the vehicle or equipment. The use of loud sound signals must be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

6.14. Safety Precautions, Programs, and First Aid Requirements

Contractor must, without separate charge to VTA, promptly and fully comply with, carry out, and enforce compliance with the safety and first aid requirements stated herein and prescribed by applicable laws, regulations, and officials or representatives charged with the authority to enforce such requirements. In addition to the requirements set forth herein, Contractor must take such other measures as may be necessary to ensure that (i) the Work is performed in a safe manner and (ii) the safety and health of employees and the people of surrounding local communities is safeguarded. Contractor must ensure that its employees and its subcontractors and suppliers of every tier comply with these provisions and that provisions equivalent to these requirements appear in all subcontracts and purchase orders.

6.14.1. Safety Supervision

Contractor must initiate, maintain, and supervise all safety precautions and programs in connection with the Work.

Contractor must:

- (1) Identify and assign a competent individual (e.g., a superintendent or foreperson) to work at the Worksite and be responsible for Worksite safety,

- (2) Submit, under the procedures in Section 6.6.2, a site-specific work plan that addresses the scope of work to be performed and certifies that the designated safety representative has received competent person training in all aspects of the site-specific work plan,
- (3) Comply with all state, federal, and local regulations regarding safety, and
- (4) Submit, under the procedures in Section 6.6.2, a copy of its Injury Illness Prevention Program prior to beginning the Work.

Contractor must require the safety representative to set up, carry forward, and aggressively and effectively maintain the aforementioned safety program covering all phases of the Work. Contractor must (i) take all precautions and follow all procedures to ensure the safety of and (ii) provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons within the vicinity of the Worksite, including, without limitation, the employees, agents, guests, visitors, invitees, and licensees of VTA who may be involved. This requirement applies continuously and is not limited to normal working hours.

6.14.2. Hazardous Substances

If Contractor encounters Worksite material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other Hazardous Substance (as defined below) that has not been rendered harmless, Contractor must immediately stop Work in that affected area and report the condition through VTA's current Hazard Management Program (HMP). That portion of the Work in the affected area must not thereafter be resumed unless the asbestos, PCB, or other Hazardous Substance has (a) been removed, (b) determined to not be present, or (c) been rendered harmless, which fact(s) must first be documented in a written agreement between VTA and Contractor or in a final determination by an environmental consultant employed or retained by VTA.

Pursuant to **Section 7.9 Hazardous Materials or Unusual Conditions**, Contractor will not be required to perform, without consent, any portion of the Work relating to asbestos, PCB or other Hazardous Substances.

For purposes of the Contract Documents, "Hazardous Substance" has the meaning set forth in California Health and Safety Code, Chapter 6.6 (and all regulations enacted pursuant thereto) and also includes (to the extent not set forth in the Health and Safety Code) any additional substance or material that is determined by any federal, state, or local governmental authority to be capable of posing a risk of injury to health, safety, property, or the environment.

6.14.3. Safety Data Sheets and Hazardous Substances

Contractor must provide, and must require its subcontractors of every tier to provide, VTA with Safety Data Sheets for all materials to be incorporated into or used in the prosecution of the Work, including commonly used construction materials that contain any Hazardous Substance or mixture, including, without limitation, any chemical listed by the State of California as a chemical known to cause cancer or reproductive harm (as defined in California Health and Safety Code, Chapter 6.6, and all regulations pursuant thereto). The Safety Data Sheets must (i) contain all necessary and legally required information concerning such substances as asphalts, solvents, adhesives, epoxy resins, roofing sealant and bonding agents, mixtures or chemicals, and (ii) be in a format agreed to by VTA and as required by law.

6.14.4. Hazardous Substances Controls and Storage

Contractor must not permit any Hazardous Substances to be brought onto or stored at the Worksite or used in connection with the Work, except for specified materials and commonly used construction materials for which there is no reasonable substitute. All such materials must be handled, stored, and disposed of (i) in accordance with all applicable manufacturer guidelines, warnings, and recommendations and (ii) in full compliance with all applicable laws. All notices required to be given with respect to such materials must be given by Contractor.

Contractor must not intentionally release or dispose of any Hazardous Substance at the Worksite or into any soil, drains, surface or ground water, or air, nor may Contractor allow any subcontractor, supplier, or any other person for whose acts Contractor or any subcontractor, sub-subcontractor, or supplier may be liable, to do so.

Contractor's Hazardous Substances controls must conform to all applicable federal, state, and local rules and regulations. Contractor must store all liquid Hazardous Substances and waste in double walled containers in accordance with (i) all applicable federal, state, and local Hazardous Substances (sometimes also referred to as "hazardous materials") and (ii) any applicable permits; and (iii) any VTA-specific requirements. If volatile and/or noxious substances are being used in spaces that are not naturally ventilated, Contractor must provide adequate artificial ventilation.

6.14.5. Written Safety Precautions

Contractor must set forth in writing its safety precautions and programs in connection with the Work. These safety precautions and programs must meet or exceed any and all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury. Such authorities include, but are not limited to the following:

- (1) Federal Occupational Safety and Health Act of 1970, as amended,
- (2) The California Occupational Safety and Health Act of 1973, as amended, and
- (3) The California Labor Code.

In the event of differing requirements among the relevant authorities, the more stringent requirement, as determined by VTA in its sole discretion, governs.

Contractor must ensure that all Work and all equipment, machinery, materials, tools, and like items incorporated or used in the Work comply with and conform to:

- (1) All applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the above listed acts and associated standards and all rules and regulations now or hereafter in effect pursuant to said acts; and
- (2) Contractor must provide, or cause to be provided, to each worker on the Worksite the proper safety equipment for the duties performed by that worker and Contractor must not permit any worker who fails or refuses to use proper safety equipment to be present on the Worksite. VTA may, in its discretion, order Contractor to send a worker off the Worksite for the day or to discharge a worker for their failure to comply with applicable safety requirements.
- (3) VTA's Safety Vest Procedure, Document Number 600.009, which is included in the Contract Documents as **Appendix P VTA's Policy on Reflective Safety Vests**.

6.14.6. Protection of Work and Property; Responsibility for Loss

Contractor must, throughout the performance of the Work, (i) maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, (ii) protect the property of VTA and third parties from loss or damage from whatever cause arising out of the performance of Work, and (iii) comply with the requirements of VTA and its insurance carriers and with all applicable laws, codes, rules, and regulations relating to the prevention of loss or damage to property as a result of fire or other hazards posed to:

- (1) Employees on the Worksite and other persons who may be affected by the Work;
- (2) The Work and materials and equipment to be incorporated into the Work (whether in storage on or off of the Worksite), which are under the care, custody, or control of Contractor and/or its subcontractors of any tier;
- (3) Other property at the Worksite or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and

Solvents, oils, and any other substances that may be harmful to plant life must be disposed of in containers and removed from the Worksite. At completion of the Work, any contaminated soil must be removed and replaced with soil of equal quality prior to contamination by Contractor at no additional cost to VTA.

6.14.7. VTA Patrols

VTA may, in its discretion, make periodic patrols of the Worksite as a part of its normal security and safety program. For the avoidance of doubt, VTA's decision to perform a patrol does not in any way relieve Contractor from its responsibilities described herein, and VTA will not be deemed to assume any such responsibilities.

6.14.8. Notice in Writing Before Breaking Ground

Contractor must give notice in writing, at least forty-eight (48) hours before breaking ground, to all persons having interests on or near the Worksite, including public utility companies, owners of property having structures or improvements in proximity to the Worksite, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads, or otherwise who may be affected by Contractor's operation, so that they may remove any obstruction for which they are responsible and have a representative on the Worksite to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against VTA resulting from performance of such Work.

6.14.9. Safeguards for Safety and Protection

Contractor must erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent worksites and utilities.

6.14.10. Job Safety Compliance

Contractor must ensure job safety in compliance with the following standards:

- National Electrical Code

- All CPUC General Orders including but not limited to the most current versions of General Orders 143, 164, 172, and 175A
- Cal/OSHA Regulations (Title 8 of California Code of Regulations)
- Federal OSHA Standards (Title 29 of the Code of Federal Regulations)

6.14.11. Damage to the Work

Contractor must rebuild, repair, restore, and make good all losses of, and injuries or damages to, the Work performed or any portion thereof (specifically including VTA-supplied equipment or other items to be utilized in connection with, or incorporated in, the Work) before VTA's final acceptance of the Work. Such rebuilding, repair, or restoration will be at Contractor's sole cost and expense unless the associated loss, injury, or damage is caused by a hazard against which VTA is required to insure. Notwithstanding the preceding sentence, if the loss, injury, and/or damage would not have occurred but for the negligent act or omission of Contractor, its subcontractors of any tiers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, Contractor will be solely responsible for the full cost and expense of the deductible due from VTA for the associated insurance claim; if any policy of insurance covering loss or damage to the Work is voided due to any act or omission of Contractor or any of its subcontractors of any tier, such rebuilding, repairing, and/or restoring will be at Contractor's sole cost and expense.

6.14.12. Dangerous Conditions

Contractor must designate the project superintendent, or such other qualified member of Contractor's organization at the Worksite, subject to approval by VTA, to be responsible for the prevention of injuries and illnesses.

If VTA or any public agency with jurisdiction over the Worksite notifies Contractor of any claimed dangerous condition at the Worksite that is within Contractor's care, custody, or control, Contractor must take immediate action to rectify the dangerous condition at no additional cost to VTA. Contractor is responsible for the payment of all fines levied against VTA for deficiencies relating to Contractor's supervision or conduct of the Work.

Contractor must not load or permit any part of the construction or Worksite to be loaded so as to endanger safety of persons or property.

Contractor must not permit open fires on the Worksite.

Contractor must not use or store explosives at the Worksite.

If Contractor's performance of Work results in any alteration or change to the Worksite or adjacent properties, and if such alteration or change is not required by these Contract Documents, Contractor must take all steps necessary to return all such alterations and/or changes on or about the Worksite and adjacent properties to the same conditions that existed prior to Contractor's starting performance under the Contract.

6.14.13. Emergencies

In the event that (i) an emergency affecting the safety of persons or property or (ii) a claimed violation of any Federal or State safety or health law or regulation, arises out of or in any way connected with the Work or its performance, Contractor must ensure that at least one of Contractor's employees with authority is on duty during working hours, and act immediately to prevent threatened damage, injury or

loss or to remedy said violation, whichever is applicable, failing which VTA may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in **Section 7.69 Suspension of Work**. Contractor must also establish and maintain adequate First Aid facilities at locations close to work areas and mark such locations with signs of adequate size and composition. Contractor must also ensure that at least one of Contractor's employees qualified by a recognized authority to perform First Aid is on duty at all times while Work is being performed

VTA may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by VTA in taking such actions against any sums then or thereafter due to Contractor.

6.15. Reserved

6.16. Access and Working Hours

This facility is owned and operated by VTA seven (7) days per week. Contractor shall endeavor to minimize disruption to VTA personnel and will carefully schedule its Work operation with VTA's Resident Inspector.

6.17. Contractor Cooperation and Coordination

Contractor shall meet weekly with the Resident Inspector, Project Manager and affected subcontractors to review construction status problems, schedule, concerns, etc. and to resolve any outstanding issues. The date and time of this weekly meeting will be established by the Resident Inspector at the Pre-Construction Meeting.

6.18. Substantial Completion and Acceptance / Reserved

In addition to the requirements outlined in **Section 7.55 Final Inspection and Acceptance of All or a Portion of the Work**, the following apply:

6.18.1. Substantial Completion

Substantial Completion shall be deemed to have occurred only when all of the following conditions have been satisfied:

- Contractor completes all Work except for punch list items, final cleanup and other items included in the requirements for Final Acceptance;
- Contractor has completed all electrical and system work to level of completion ready for integration and testing and permission to operate from PG&E;
- Contractor has ensured that all Work has been performed in accordance with the requirements of the Contract Documents;
- Contractor has ensured that the Project may be used without damage to the Project or any other property on or off the Worksite, and without injury to any person;
- Contractor shall have furnished to VTA for VTA's approval certificates that the Work is in conformance with all applicable design criteria, applicable codes and Governmental Rules;

6.18.2. Punch List Items

Contractor shall submit a proposed Punch List to VTA when Contractor believes the Project has been substantially completed in compliance with the Contract. The "Punch List" shall be a statement of repairs, corrections and adjustments to the Contract Work, and incomplete aspects of the Project which, in

Contractors opinion, can be completed with minimal interference to the occupancy, use and operation of the completed facility.

All Punch list items will be completed to the reasonable satisfaction of VTA

6.18.3. Final Acceptance

Contractor shall achieve Final Acceptance by meeting the following requirements, in addition to the requirements as outlined in **Section 7.55 Final Inspection and Acceptance of All or a Portion of the Work:**

- All requirements for Substantial Completion and Punch List Completion have been fully satisfied;
- All spare parts, if any, have been purchased and delivered to VTA free of liens;
- Contractor shall have delivered to VTA a certification representing that there are no outstanding claims of Contractor or claims, Liens or stop payment notices of any Subcontractor or laborer with respect to the Work, other than any previously submitted unresolved claims of Contractor and any claims, Liens or stop payment notices of a Subcontractor or laborer being contested by Contractor (in which event the certification shall include a list of all such matters with such detail as is requested by VTA and, with respect to all Subcontractor and laborer claims, Liens and stop payment notices, shall include a representation by Contractor that it is diligently and in good faith contesting such matters by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the same). For purposes of such certificate, the term "claim" shall include all matters or facts which may give rise to a claim;
- VTA shall have received and accepted all Construction Documents, Record Documents and as-built schedule, test data and other deliverables required under the Contract Documents;
- All of Contractor's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Acceptance) shall have been satisfied in full or waived in writing by VTA; and
- Contractor shall have delivered to VTA a Notice of Completion for the Project in recordable form and meeting all statutory requirements.

6.19. Final Pay Quantities

When the estimated quantity for a specific portion of the Work is designated on the plans or in the Schedule of Quantities and Prices as a final pay quantity (F), the estimated quantity shall be the final quantity for which payments for the specific portion of the Work will be made, unless the dimensions of the portion of the Work shown on the plans are revised by VTA, or unless the portion of the Work is eliminated. If the dimensions of the specific portion of the Work are revised, and the revisions result in an increase or decrease in the estimated quantity of the portion of the Work, the final quantity for payment will be revised in the amount represented by the changes in the dimensions. If the specific portion of the Work is eliminated, the final pay quantity designated for the specific portion of the Work will be eliminated. In the event that the quantity of a final pay item shown on the Schedule of Quantities and Prices differs from a quantity that can be calculated from dimensions or lines shown on the Plans, the quantity shown on the Schedule of Quantities and Prices shall govern.

When portions of an item have been designated on the plans or in the Schedule of Quantities and Prices as final pay quantities, portions so designated will be measured and paid for in accordance with the provisions of **Section 7.59 Progress Payments.**

6.20. Project Close-Out Requirements – Record Drawings

During the project, Contractor shall keep a master set of drawings updated, noting any variation of the Work. Upon completion of the Work, Contractor shall produce a master “Record” set of plans by neatly transferring all such noted variations to blueprint copies of the same drawings, and shall deliver same to VTA for signed receipt, certification, and delivery to VTA.

Record Drawings shall include all shop drawings submittals indicated as NO EXCEPTIONS TAKEN (NET) and MAKE CORRECTION NOTED (MCN). Shop Drawings indicated as MAKE CORRECTION NOTED (MCN) shall be revised to reflect the required corrections or modifications.

In addition, project closeout will include marked specifications, drawings submitted as part of design reviews, design calculations, test procedures and results, subcontracts, purchase orders, employment records, shop drawings, change orders, daily logs and certificates of inspections, and other items pertinent to the installed and tested contract Work.

6.21. Progress Schedule

6.21.1. Critical Path Method.

Contractor shall submit to VTA a Critical Path Method schedule.

6.21.2. Primavera

All schedules must be prepared using the latest version of “Primavera” software or other computerized scheduling software acceptable to VTA. Handwritten schedules will not be accepted by VTA.

6.21.3. Submittal Format

Contractor will submit an electronic copy of the exported schedule data file for all schedule submittals on compact disk or another electronic medium acceptable to VTA.

6.21.4. Submittal Content

The schedule must include the following requirements:

- (a) The schedule must show Contract milestones, planned start and completion dates of the project and all activities, submission and review of shop drawings and submittals, fabrication and procurement of material or equipment, delivery of material or equipment including owner-supplied materials, testing and inspection, and punch list items.
- b) No field-type activity will have a duration greater than 15 days.
- c) Contractor will identify the activities which constitute the controlling operations or critical path.
- d) A narrative that describes the basis, assumptions, and constraints used to develop the schedule must accompany the schedule submittal. The schedule narrative must include a list of anticipated non-working days and holidays.

6.21.5. Review

Once the schedule is reviewed and accepted by VTA, it will be considered as the Baseline Schedule.

6.21.6. Schedule Update

The schedule will be updated regularly throughout the duration of the Contract, including through the end of each progress payment period, and submitted monthly. The schedule update will include a narrative report that describes the job progress, status of critical items, and delays experienced during the relevant period. Contractor can request in writing revisions to the schedule. Along with this request, Contractor must provide VTA a narrative description and reason for each revision. Schedule revisions will not be incorporated into any schedule unless and until the revisions have been accepted by VTA.

6.21.7. Acceptance

VTA will review and respond in writing within 14 days of receipt of each schedule submittal. If the schedule is rejected, Contractor shall resubmit the schedule within 7 days after receiving written notice of rejection.

6.21.8. Three Week Look-Ahead Schedule

If a weekly progress meeting is required by VTA, Contractor shall provide and present a time-scaled three-week look-ahead schedule that contains the actual progress for the previous week and planned activities for the upcoming three weeks. The activities in the three-week look-ahead schedule will be based upon and correlated by activity number to the current schedule. The three-week look-ahead schedule will form the basis for the progress schedule update.

6.21.9. Recovery Schedule

If the schedule update shows a completion date for any Contract milestones or for Contract completion that is beyond the date identified in the Contract, Contractor will submit a recovery schedule with the schedule update. The recovery schedule must include a written narrative that describes Contractor's proposal to recover lost time, basis and assumptions, and proposed methodology.

6.21.10. Time Impact Evaluation for Change Orders and Delays

When Contractor becomes aware of circumstances and considers a change to the Contract, Contractor will prepare and submit a Time Impact Evaluation (TIE) which includes both a written narrative and schedule diagram that clearly demonstrate how the changed Work affects the controlling operations or critical path. Contractor will submit the TIE within seven (7) days of recognition of such change.

6.21.11. Time Extensions

Contractor is solely responsible for requesting a time extension for any change, delay, or disruption that, in the opinion of Contractor, impacts the critical path of the current schedule update. Time extension will be granted only to the extent that the change, delay, or disruption that impacts the critical path is beyond the control and without fault or negligence of Contractor or any subcontractor.

Contractor may be eligible for a compensable time extension for VTA-caused delays that are not concurrent with Contractor-caused or other excusable but non-compensable delays (i.e., weather). Contractor may be eligible for a non-compensable time extension for VTA-caused delays that are concurrent with Contractor-caused or other excusable but non-compensable delays.

6.21.12. Time Extension for Weather Delays

Contract time extensions for weather delays will only be considered if such delays which impact activities on the critical path of the Contract as defined by the schedule current at the time of the delay. Such time extensions, if approved, will be non-compensable. Weather delays may consist of days lost to adverse

weather conditions, days lost to dry out of exposed soil, and or days lost to site clean-up due to adverse weather.

6.21.13. Special Retention

In addition to the amount retained by VTA, if any, from each progress payment as provided for in **Section 7.59 Progress Payments**, VTA may withhold additional amounts, not to exceed 10% of the total progress payment, for Contractor's failure to meet the requirements of **Section 6.21 Progress Schedule**. VTA will pay Contractor the amount withheld once VTA has determined that Contractor has satisfactorily complied with the requirements of **Section 6.21 Progress Schedule**.

6.22. References to Days

A "**working day**" is defined to mean any day not a Saturday, Sunday, or **holiday**, unless otherwise indicated. All references to "**days**" herein are references to "**calendar days**", unless otherwise indicated.

For the purposes of this contract document, recognized holidays shall be:

- New Year's Day (January 1),
- Martin Luther King, Jr. Day (3rd Monday in January),
- President's Day (the third Monday of February),
- Cesar Chavez Day (March 31),
- Memorial Day (the last Monday in May),
- Independence Day (July 4),
- Labor Day (the first Monday of September) (triple time)
- Veterans Day (November 11)
- Thanksgiving Day (the 4th Thursday in November)
- The day after Thanksgiving (Friday)
- Christmas Day (December 25)

If a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. If a holiday falls upon a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

6.23. Reserved

6.24. Reserved

6.25. Quality Assurance and Quality Control Requirements

Contractor shall, at its own expense, submit for VTA's review and approval, a Quality Assurance program consistent **with the requirements as specified in Appendix M Quality Assurance and Quality Control Requirements** and these specifications.

6.26. Reserved

6.27. Reserved

6.28. Reserved

6.29. Reserved

SECTION 7 GENERAL CONDITIONS

LEGAL RESPONSIBILITIES AND RELATIONSHIPS

7.1. Applicable Law and Jurisdiction

This Contract incorporates provisions required by the laws of the State of California and the Federal Government. It shall be Contractor's responsibility to determine the applicability of State and Federal laws, rules and regulations to the Work.

This Contract shall be governed by California law. Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Santa Clara County, California.

7.2. Compliance with Laws and Regulations

Contractor shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier, to observe and comply with all applicable Federal, State, and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U.S. Department of Transportation ("DOT"). Contractor shall indemnify, defend, and hold harmless VTA or any entity within whose jurisdiction or on whose property the Work is being performed, and (as applicable) their Board of Supervisors, Board of Directors or Councils as well as their officers, agents, consultants and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Contract by Contractor and/or its agents, employees, suppliers or subcontractors of any tier, excepting only loss, injury or damage caused by the active or sole negligence or willful misconduct of personnel employed by the indemnitees.

7.3. Contractor Licensing Requirements

Contractors are required by law to be licensed in the State of California and are regulated by the Contractors State License Board. Frequently asked questions are posted at the CSLB website at <http://www.cslb.ca.gov/>. Any other questions related thereto may be referred to the Registrar of the Board whose address and contact information may be found at the CSLB website or use this address:

Contractor's State License Board
9821 Business Park Drive
Sacramento, CA 95827

7.4. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent or employee of VTA in performing the Contract, maintaining complete control over its employees. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such subcontractor and VTA, and Contractor shall perform all Work in accordance with its own methods subject to compliance with the Contract.

7.5. Permits, Licenses, Fees and Notices

As specified in **Section 6 Special Conditions**, or as otherwise required by law, Contractor shall, before beginning any work which requires a permit or similar authorization, secure and pay for all necessary licenses, fees, bonds, charges, inspections, customs or import duties, permits, and similar authorizations from all governmental authorities required to fulfill the Contract requirements and Contractor's obligations.

7.6. Nondiscrimination

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

“A Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

In the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, gender, gender identity, gender expression, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), genetic information, marital status, age (over 40), sexual orientation, military and veteran status, and the denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12290 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract. Contractor and its subcontractors shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of investigation to ascertain compliance with this clause.

7.7. Prohibited Interests

7.7.1. Solicitation

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA has the right to rescind this Contract without liability.

7.7.2. Interest of Public Officials

No Board Member, officer, or employee of VTA during his or her tenure or for two (2) years thereafter is permitted to have any interest, direct or indirect, in this Contract or the proceeds thereof. If Contractor becomes aware of the existence of such an interest, Contractor must notify VTA of such interest within 1 business day of Contractor being made aware thereof.

7.7.3. Interests of Contractor

Contractor covenants that, presently, Contractor, its officers, directors, or agents, have no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Contract. Contractor further covenants that in the performance of this Contract, Contractor will not knowingly employ any person having any such interest.

7.8. Labor Provisions

7.8.1. Register with DIR

Contractor and its subcontractors must be registered with the Department of Industrial Relations (DIR). The registration form may be found at: www.dir.ca.gov/Public-Works/PublicWorks.html/

7.8.2. Safety

Pursuant to Section 107 of the Contract Work Hours and Safety Standards Act and Department of Labor Regulations at 29 CFR Part 1926, no laborer or mechanic working on this Contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health and safety as determined under applicable health standards promulgated by the Secretary of Labor.

In addition to Contractor's own safety procedures, and any safety procedures required under federal, state, or local laws or regulations, including compliance with the provisions of the California Occupational Safety and Health Act of 1973 and any additional safety requirements contained in this **Section 6 Special Conditions**, Contractor shall implement and enforce all safety requirements that are determined by VTA's Safety Coordinator to be applicable to the performance of any Work under this Contract.

7.8.3. Overtime Requirements

Neither Contractor nor any subcontractor of any tier shall require or permit any worker to work in excess of eight hours in any single calendar day or in excess of 40 hours in any single calendar work week (defined as seven sequential calendar days) unless such worker receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any single calendar day or in excess of 40 hours in any single calendar work week, whichever is greater. Failure to comply with the preceding requirements shall subject Contractor or any subcontractor of any tier to the penalties specified in Labor Code §1813.

7.8.4. Prevailing Wage Rates

Pursuant to appropriate Sections of the Labor Code of the State of California, the Director of the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the Work to be performed under this Contract, for straight time, overtime, Saturday, Sunday and

holiday work. Said prevailing wage rates are incorporated herein by reference. These wage rates are on file and will be made available to any interested party on request in the Procurement, Contracts and Materials Management Office of VTA, Building A, First Floor, 3331 N. First Street, San José, CA 95134. These wage rates are also available through the California State Department of Industrial Relations at <http://www.dir.ca.gov>. Contractor shall post a copy of the prevailing wage rates at the jobsite or material staging area. The Work is subject to compliance, monitoring and enforcement by the California Department of Industrial Relations.

Workers employed in the Work must be paid at the rates at least equal to the prevailing wage rates as adopted. If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of Contract award.

Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code §1775.

If **Section 1.8** and **Section 3.7** identify this project as a recipient of Federal Assistance, then this Contract is also subject to Federal requirements for payment of prevailing wages as determined by the Secretary of Labor. Where there are differences in the rates, the higher shall apply.

7.8.5. Liability for Unpaid Wages

In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, Contractor and any subcontractor responsible hereunder shall be liable for the unpaid wages.

7.8.6. Withholding for Unpaid Wages and Liquidated Damages

The U.S. DOT or VTA may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of Work performed by Contractor or subcontractor under this Contract or any other Federal contract with Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.

7.8.7. Travel and Subsistence Payments

Pursuant to Labor Code §1773.8, Contractor shall be liable for travel and subsistence payments to each workman needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Labor Code §1773.8.

7.8.8. Retention of Labor Records

In the performance of the Work, Contractor shall be responsible for compliance with California Labor Code Section 1776 pertaining to payroll records. Contractor and all of its subcontractors of any tier shall maintain all payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three years from the completion of the Contract. Such records shall contain the name, address, social security number, work classifications, 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 Contractor and all of its subcontractors of any tier in connection with the Work. These records shall be made available by Contractor or any of its subcontractors of any tier for inspection, copying, or

transcription by authorized representatives of DOT, VTA or the Department of Industrial Relations, and Contractor or any of its subcontractors of any tier shall permit such representatives to interview employees during working hours on the job.

7.8.9. Employment of Apprentices

In the performance of the Work, Contractor shall be responsible for compliance with California Labor Code Section 1777.5, pertaining to the employment of registered apprentices.

7.8.10. Subcontracts

Contractor shall insert in all of its subcontracts the clauses set forth in this **Section 7.8 Labor Provisions** and also a clause requiring its subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this **Section 7.8 Labor Provisions**. Contractor is prohibited from performing the Work with a subcontractor who is ineligible to perform work on a public works project pursuant to Sections 1777.1 or 1777.7 of the California Labor Code.

7.9. Hazardous Materials or Unusual Conditions

In the event underground tanks, vaults, materials or unusual conditions as specified in Public Contract Code §7104(a) are encountered during prosecution of the Work, Contractor shall immediately, and before disturbing such conditions, notify VTA in writing of any:

- Material that Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, II or III disposal site in accordance with the provisions of existing law.
- Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Bidders prior to Bid Opening.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

VTA shall promptly investigate the conditions, and if it finds the conditions to be materially different or to involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in **Section 7.65 Change Requests and Change Notices** and **Section 7.66 Change Order**. Any suspension of Work shall be administered in accordance with the provisions of **Section 7.69 Suspension of the Work**. If a dispute arises between VTA and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all Work; *provided, however*, Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

7.10. Reserved

7.11. Reserved

7.12. Patent Rights

Any discovery or invention which is an integral part of the items being furnished under this Contract, as well as all information, design, specifications, data and findings which arise or is developed in the course of performing the Work under this Contract, shall become the property of VTA (and if federally funded, the property of FTA or FHWA).

7.13. Intellectual Property, Copyright and Patent Infringement

Contractor, upon VTA's request, shall defend VTA against any claim against VTA for patent, copyright, trademark, trade secret, or other intellectual property infringement based upon VTA's use of any work, goods, or services provided by Contractor pursuant to this Contract. If VTA requests Contractor to defend against such claim, Contractor shall hold VTA harmless from, and indemnify VTA for, any liability arising from the claim. This obligation shall not apply when the alleged infringement arises entirely from modification of the Work, goods, or services by VTA without Contractor's approval.

7.14. Rights in Technical Data

VTA shall have the right to use, duplicate or disclose, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to use: (a) any manuals, instructional materials prepared for installation, operation, maintenance or training purposes and (b) technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("form, fit and function" data; e.g., specification control drawings, catalog sheets, outline drawing). The term Technical Data as used herein means technical writing, sound records, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, costs analyses, and other information incidental to contract administration.

For copyrighted material, Contractor agrees to and does hereby grant to VTA and the FTA (if applicable), and to their officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license for VTA and FTA (if applicable) to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to use, all Technical Data now or hereafter covered by copyright.

No such copyrighted matter shall be included in Technical Data furnished hereunder without written notice of the copyright owner granting VTA and FTA (if applicable) consent to use such copyrighted matter in the manner above described.

Contractor shall report to VTA promptly and in reasonable written detail each notice or claim of copyright infringement received by Contractor with respect to any Technical Data delivered hereunder.

VTA reserves the right to use the design and the tooling developed for the furnishing of equipment under this Contract in future contracts based on this specification. Contractor shall maintain design data, including drawings, layouts, and any relevant engineering data, and all necessary tooling in good order for a minimum of four years after final acceptance of the last items furnished under this Contract, and shall

transfer that data, including tooling, to VTA upon request at no cost to VTA. All plans, drawings, diagrams, schematics, and specifications shall become the property of VTA and the FTA (if applicable), unless otherwise designated by VTA.

7.15. Ownership of Work and Material

VTA shall own all materials, work in progress, and finished goods produced by Contractor pursuant to this Contract, for which progress payments have been made and which have been satisfactorily delivered to a designated area. Such ownership shall be free of all encumbrances, or, if it is not, VTA may obtain a priority lien secured pursuant to appropriate sections of the Uniform Commercial Code and other applicable state laws or local ordinances to secure its title rights. Nevertheless, Contractor shall be responsible for risk of loss for those items of Work for which Contractor has care, custody and control, until Final Acceptance.

Unless otherwise specifically provided in this Contract, Contractor shall provide and pay for materials, equipment, tools, utilities, transportation, and other facilities and services (including all taxes thereon) necessary for the prosecution of the Work.

Contractor will submit to VTA a "Final Release of All Liens and Claims" as a condition precedent to receiving final payment under this Contract.

7.16. Title and Risk of Loss

Unless otherwise provided for, title to the Work and risk of loss shall pass to VTA upon final acceptance of the Work, and Contractor shall furnish or execute all necessary documents of title at that time.

7.17. Assignment and Delegation

Contractor shall not assign any of its rights or delegate any of its responsibilities under this Contract without the prior written consent of VTA.

7.18. Subcontracts

Contractor shall be fully responsible and liable for the products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, schedules, and instructions to its suppliers and subcontractors to enable them to properly perform their work. Contractor shall submit executed copies of all subcontracts entered into pursuant to this Contract to VTA within **7 calendar days** of such execution but no later than **15 calendar days** prior to the start of subcontractor's work.

In accordance with Public Contract Code Sections 4100 – 4114, **Subletting and Subcontracting Fair Practices Act**, Contractor shall not substitute any subcontractor listed on the Bid Forms or Contract Forms without the express written approval of VTA. Further, any substitution of any subcontractor shall be subject to the requirements of **Appendix C Business Diversity Policy and Requirements**.

7.19. Waiver and Non-waiver

A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. VTA's acceptance of

goods, services or payment under this Contract shall not preclude VTA from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.

7.20. Antitrust Claims

In entering into a public works contract, or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor agrees to assign to the awarding body all rights and title to, and all interest in all causes of action it may have under Section 4 of the Clayton Act, or under the Cartwright Act, arising from the purchases of goods, services, or materials pursuant to the public works contracts or subcontracts. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties.

7.21. Stop Notices

VTA will withhold payments otherwise due Contractor in order to satisfy Stop Notices which have been properly filed, in accordance with the requirements of California Civil Code Division 3, Part 4, Title 15, Chapter 4, regarding Stop Notices. Contractor shall include this **Section 7.21 Stop Notices** in all subcontracts and similar documents entered into by Contractor for the performance of Work under this Contract.

All Stop Notices, including Preliminary Notices, shall include a reference to the VTA contract number and the title of the Contract.

7.22. Reserved

7.23. Reserved

AUTHORIZED REPRESENTATIVES AND COMMUNICATIONS

7.24. Authorized Representatives

Contractor shall designate, in writing, before starting any Work, an Authorized Representative who, during performance of the Contract, shall have full authority to act on Contractor's behalf in all matters within the scope of this Contract.

When Contractor is comprised of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Authorized Representative shall have the authority to represent and act for the joint venture.

Said Authorized Representative shall be present at the Worksite at all times while Work is actually in progress. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to VTA shall be made for any emergency Work which may be required.

Whenever said Authorized Representative is not present on any particular part of the Work where VTA may desire to give direction, orders will be given by VTA, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Except as hereinafter provided, all orders by VTA shall be given in writing. Those not so given are invalid and not binding. Emergency conditions dealing with safety of persons and protection of property are

excepted and such oral directions will be confirmed in writing as soon as possible, but shall be immediately complied with by Contractor.

VTA will similarly designate, in writing, a VTA Authorized Representative to be its formal contact between VTA and Contractor. Said VTA Authorized Representative will be responsible for all matters relating to the execution of Work within the scope of this Contract and will decide all questions which may arise as to the quality or acceptability of the Work and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of Contractor; and all questions as to compensation for Work performed.

Matters regarding the terms and conditions of this Contract shall be the responsibility of VTA's Procurement, Contracts and Materials Management Office.

Written notification to the other party shall be provided, in advance, of changes in the name or address or the scope of authority vested in such Authorized Representative.

Each Authorized Representative may, from time to time, delegate to other named individuals certain authority and responsibilities. The names of such individuals, the scope of their authority and responsibility, and the designation of their titles will be communicated to the other party in writing.

The designation of Authorized Representatives of the parties and their delegates as outlined above shall take place at the pre-construction meeting as specified in **Section 7.26 Pre-Construction Meeting**.

7.25. Notices and Communications

7.25.1. Notices

All notices and other communications concerning this Contract shall be written in English, shall bear the number assigned to this Contract by VTA and shall follow VTA's correspondence format and reference system. Notices and other communications may be delivered personally, by private package delivery, by regular, certified, or registered mail, or any electronic means acceptable to VTA.

The names of the individuals for each of the parties and their addresses to which other communications and correspondence should be delivered will be established and made known to the other party at the pre-construction meeting as specified in **Section 7.26 Pre-Construction Meeting**.

A notice to VTA will be effective only if it is delivered to VTA's Authorized Representative at the address to be made known to Contractor at the pre-construction meeting as specified in **Section 7.26 Pre-Construction Meeting**.

7.25.2. Drawing/Plan Clarification

A drawing/plan clarification from VTA is intended to make some requirement(s) of the drawings or plans clearly understood. Drawing clarifications/plan clarifications may be sketches, drawings or in narrative form and shall not change any requirement of the Contract. Responses to Contractor inquiries shall be as outlined in **Section 7.25.3 Requests for Information (RFIs)**.

7.25.3. Requests for Information (RFIs)

In the event Contractor, or any subcontractor or supplier, at any tier, determines that some portion of the drawings, specifications or other Contract Documents requires clarification or interpretation by VTA, Contractor shall submit a Request for Information (RFI) in writing to VTA. RFIs may be submitted only by

Contractor and shall only be submitted on the Request for Information form provided by VTA. Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from VTA. In the Request for Information, Contractor shall set forth its own interpretation or understanding of the requirement along with the reasons why it has reached such an understanding.

VTA will review all RFIs to determine whether they are RFIs within the meaning of this Contract. If VTA determines that the document is not a RFI it will be returned to Contractor, unreviewed as to content, for resubmittal as the appropriate document required by the subject matter.

Responses to RFIs shall be issued within 5 working days of receipt of the request from Contractor unless VTA determines that a longer period of time is necessary to provide an adequate response. If a longer period of time is determined to be necessary, VTA will notify Contractor as soon as possible within those five (5) working days of the anticipated response time. The five (5) working days shall start at the time the RFI is received by VTA's designated contact person. If Contractor submits a RFI on an activity with five (5) working days or less of float on the current approved project schedule, Contractor shall mark the RFI as "Critical". Contractor shall not be entitled to any time extension due to the time it takes VTA to respond to such Critical request provided that VTA responds within the five (5) working days set forth above.

Responses from VTA will not change any requirement of the Contract Documents unless so noted in the response to the RFI. In the event Contractor believes that a response to a RFI will cause a change to the requirements of the Contract, Contractor shall immediately give written notice to VTA in accordance with **Section 7.65 Change Requests and Change Notices**. Failure to give such written notice shall waive Contractor's right to seek additional time or cost in accordance with **Section 7.65.1** of the Contract Documents.

7.26. Pre-Construction Meeting

Prior to issuance of a Notice to Proceed, a pre-construction meeting will be held at a time and place to be designated by notice from VTA. At this meeting, detailed procedures will be discussed for handling the following items:

- Authorized Representative
- Correspondence
- Notices
- Change requests and change notices
- Change orders
- Submittals
- Approvals
- Progress payments
- Schedules
- Community relations
- Inspection plans
- Requests for information (RFI)
- Other pertinent agenda items

7.27. Project Meetings

VTA will schedule and preside over all meetings (including, but not limited to, weekly, pre-production, periodic, and special meetings) throughout the progress of the Work. Agendas for the meetings may include, but are not necessarily limited to, discussions of performance observations, problems, conflicts, schedules, delivery schedules, supplier fabrication, quality standards, Contract modifications, and any other topics that VTA determines to be relevant to the project. Contractor attendance at these meetings is mandatory.

7.28. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the Work hereunder which Contractor or any of its subcontractors desires to make shall be subject to approval by VTA prior to release.

TIME FOR PERFORMANCE OF WORK

7.29. Notice to Proceed

Contractor shall commence performance of Work under this Contract immediately after receipt of the Notice to Proceed issued by VTA, and shall continuously and diligently prosecute the Work to completion on or before the time or times set forth in **Section 6 Special Conditions** of this Contract. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of Notice to Proceed shall be entirely at Contractor's risk.

Contractor will be required to give VTA a 48-hour advance notice before starting work. Contract personnel will be allowed on the job site only during normal VTA working hours unless otherwise authorized by VTA

7.30. Time of Completion

Time is of the essence in this Contract. Contractor's failure to perform Work, deliver goods, or provide services on time and in accordance with the approved progress schedule shall be a material breach of this Contract.

Refer to **Section 6.22 References to Days** for definitions of days and recognized holidays.

Time periods measured in days will be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or a holiday, in which case the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or holiday.

All time periods measured in days shall be based upon calendar days unless specified otherwise.

During actual construction, a calendar day shall not be a "working day" if Contractor is specifically required by the Contract Documents to suspend construction operations or if Contractor is prevented by inclement weather or otherwise, as determined by VTA and agreed to by Contractor, from proceeding with the Work as anticipated by the parties.

Contractor shall not perform any fieldwork during three annual designated holidays: Labor Day, Thanksgiving Day and Christmas Day. Fieldwork shall not include receipt or delivery of materials or equipment or work performed in field offices. During these periods, VTA will not have the construction management personnel to support, inspect, or oversee Contractor's Work.

7.31. Progress Schedule

Contractor shall develop and maintain progress schedules in CPM format identifying critical events involved in the performance of the Work under the Contract in accordance with the requirements of **Section 6 Special Conditions**.

7.32. Excusable Delays and Extensions of Time

Except with respect to defaults of Subcontractors, neither Contractor nor VTA shall be considered in default by reason of any failure to perform in accordance with the Contract schedule if such failure arises out of causes beyond the control and without the fault or negligence of the defaulting party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the defaulting party. If the failure to perform of either Contractor or VTA is caused by the default of a subcontractor or a third party Contractor to VTA, and if such default arises out of causes beyond the control of all the parties, and without the fault or negligence of any of them, neither Contractor nor VTA shall be in default by reason of any such failure to perform. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) or supplier(s) to Contractor at any tier.

Should Contractor suffer delay because of cause(s) as described herein, VTA may, upon receiving Contractor's fully documented and supported written request timely made, make an equitable revision in the Contract schedule or other terms of the Contract as appropriate.

7.33. Failure to Complete the Work on Time

If the Work is not completed by Contractor in the time specified, as that time may be extended as authorized elsewhere in the Contract, it is understood that VTA will suffer damage; and, it being impracticable and extremely difficult to determine the amount of actual damage, it is agreed that Contractor shall pay as fixed and liquidated damages, and not as a penalty, the sum set forth in **Section 6 Special Conditions** of the Contract for each calendar day of delay until the Work is completed and accepted, and Contractor and its surety shall be liable for the amount thereof.

PERFORMANCE OF WORK

7.34. Contractor's Work Area

Contractor shall be responsible for all security, utilities and upkeep of Work and laydown areas and for their restoration to a condition equal to that which existed when Contractor began using such areas. Such restoration shall be complete before final payment is made to Contractor. If VTA areas are not available to Contractor, Contractor shall be responsible for furnishing whatever areas it deems necessary to perform Work under this Contract, at no additional cost to VTA.

Contractor shall confine its equipment, storage of materials, and construction operations to such limits as may be directed by VTA and shall not unreasonably encumber the Worksite and roads with its materials and equipment. Contractor shall enforce the instructions of VTA regarding signs, advertising, fires, danger signals, barricades, and smoking, and shall require all persons employed on the Work to comply with all building or institutional regulations, vehicle, street and highway codes while on the premises and roads.

7.35. Temporary Construction Facilities and Utilities

Contractor shall furnish all temporary construction facilities, utilities, and services which are necessary to prosecute the Work. This includes, but is not limited to fencing, flagmen, sanitary facilities, security, power, water, and weather protection. Contractor shall remove all temporary facilities upon completion of the Work or when they are no longer needed for Contractor's purposes, whichever is earlier.

7.36. Character of Workers

If any Subcontractor or person employed by Contractor shall appear to VTA to be incompetent or to act in a disorderly, improper or unsafe manner, such person shall be discharged immediately on the request of VTA, and such person shall not again be employed on the Work.

7.37. Working Environment

Contractor shall ensure and maintain a working environment free of personal harassment and intimidation between Contractor's forces and VTA employees and members of the public at all VTA project sites and in all VTA facilities at which Contractor's forces are assigned to work. Conduct that creates an intimidating, hostile, or offensive working environment is prohibited. Failure to comply with the above will be considered a material breach of this Contract.

7.38. Public Convenience and Safety

Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. Unless otherwise provided in the Contract, all public traffic shall be permitted to pass through the Work with as little inconvenience or delay as possible. Where possible, such traffic shall be routed on new or existing paved surfaces. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by Contractor at its expense. Existing traffic signal and highway lighting systems shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces will continue routine maintenance of existing systems.

Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic and shall furnish competent flaggers or a uniformed police officer whose sole duties shall consist of directing the movement of public traffic through or around the Work.

Work shall be performed in such a manner as to eliminate unnecessary noise, obstructions and other annoyances to occupants. Contractor will not encumber premises with materials, equipment, and/or parking of cars; Contractor shall store materials, equipment and park cars in designated areas.

See **Section 8 Technical Specifications** for additional traffic control requirements, if any.

7.39. Cooperation/Coordination and Work by Others

Contractor shall coordinate its Work with all other contractors and subcontractors performing Work on the site. Contractor shall schedule its Work so as to avoid conflicts with other contractors and to avoid damage to completed or incomplete Work. Contractor shall be responsible for any damage to the Work of other contractors or subcontractors if Contractor's actions resulted in such damage and are a) willful or b) negligent and the proximate cause. Contractor shall take immediate action to remedy such damage so as to not delay the immediate prosecution of the Work.

7.40. Security

Contractor shall provide and be responsible for all security at the Worksite which is required to protect its material and equipment and all Work in place. Contractor shall also be responsible for providing all security and traffic control required by any city having jurisdiction in the area where Work is being performed.

7.41. Product Options, Supplier Approval and Substitutions

For products specified in this Contract or in Contractor's submittals by brand name or manufacturer, whether or not followed by the words "or approved equal," Contractor shall select any product or manufacturer named, or shall submit a request to substitute an equal product or manufacturer. As required by the California Public Contracts Code §3400, such request shall be made within **35 calendar days** from date of the Notice of Award in order to receive consideration, unless later submission of a request is agreed to by VTA. Contractor shall submit a separate request for each substitution. The burden of proof as to the equality of any material, process or article shall rest with Contractor. VTA's determination of the equality or superiority of an article proposed for substitution shall be based upon but need not be limited to consideration of such factors as are specified in the Technical Specifications; dimensional compatibility with other materials with which it combines to produce a unified design system; all aspects of finished appearance including form, texture, and color, as it affects other design elements. In the event an approved substitution is more expensive than the specified materials, process or article, the difference in cost of such material, process or article so furnished shall be borne by Contractor. Contractor may not make a substitution without VTA's prior written approval. If applicable, specific requirements for the submittal of such requests will be contained in **Section 6 Special Conditions**.

VTA shall approve or disapprove Contractor's request for substitution of suppliers or products within 30 days of VTA's receipt of all information required by VTA for such determination.

7.42. Source of Materials

Contractor shall be completely responsible for locating, identifying, and furnishing all materials required to be furnished under this Contract, except for VTA furnished materials specified in **Section 6 Special Conditions**. VTA shall perform or cause to be performed all tests required to demonstrate to VTA's satisfaction that the proposed materials satisfy the requirements of the Contract

7.43. Submittal of Shop Drawings, Product Data and Samples

Working and shop drawings may consist of drawings, diagrams, schedules, or other data prepared by Contractor, or any subcontractor of any tier, manufacturer, supplier or distributor, as are necessary to adequately control the Work or to illustrate or detail some portion of the Work. No change shall be made by Contractor in any working or shop drawing after it has been approved by VTA.

Working Drawings for any part of the permanent Work shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the Contract.

Working drawings for cribs, cofferdams, falsework, temporary support systems, haul bridges, centering and form work and for other temporary work and methods of construction Contractor proposes to use, shall be submitted when required by the Contract or ordered by VTA.

Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, or other information furnished by Contractor to illustrate materials, products, systems, or equipment for some portion of the Work.

Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work shall be judged.

Working drawings and shop drawings, product data, samples, and similar submittals shall not modify any Contract requirement, except as expressly allowed by this Contract. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way Contractor proposes to comply with Contract requirements.

Contractor shall review, approve, and submit to VTA all working and shop drawings, product data, samples, or similar submittals required by this Contract, or that are necessary for its proper completion, in accordance with the Schedule for Technical Submittals shown in **Section 6 Special Conditions** and **Section 8 Technical Specifications**, in a sequence that causes no delay in the Work, or in the work of VTA or any other VTA Contractor.

By approving and submitting working and shop drawings, alternative construction methods, product data, samples, or similar submittals, Contractor represents that it has determined and verified all related materials, measurements, and construction criteria, and that it has checked and coordinated the information contained within its submittals with the requirements of the Work and this Contract.

Contractor shall not be relieved of responsibility for any deviation from the requirements of this Contract by VTA's approval of shop and working drawings, product data, samples, plans, programs, schedules, or similar submittals unless Contractor has specifically informed VTA at the time of submittal in writing of the deviation and VTA has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in working and shop drawings, product data, samples, plans, programs, schedules or similar submittals by VTA's approval of the submittal. Contractor shall not deviate from approved working and shop drawings, product data, samples, or similar submittals without VTA's written approval.

Contractor shall not commence any portion of the Work requiring submission of shop or working drawings, product data, samples, or similar submittals until the required submittal has been approved by VTA.

Contractor shall direct specific attention, in writing or on resubmitted shop and working drawings, product data, samples, or similar submittals, to revisions other than those required by VTA on previous submittals.

Specific requirements for the submittal of shop and working drawings, product data and samples are contained in **Section 6 Special Conditions**.

Full compensation for furnishing all working and shop drawings, product data and samples is included in the prices paid for the Contract Items of Work (as defined in **Section 7.56 Compensation**) to which such drawings relate and no additional compensation will be allowed.

7.44. Survey Requirements

7.44.1. Lines and Grades.

Surveying is to be provided as follows:

- (a) VTA will provide primary control monuments for the project. Horizontal and vertical datums will be provided to Contractor.
- (b) Contractor must independently verify the primary horizontal and vertical control and inform VTA of any significant differences between published values and found values.
- (c) Contractor will use said primary control to set such stakes or marks as it determines necessary to establish the line and grades required for the performance of the Work specified in the Contract. Relevant right of way data will be supplied by VTA to Contractor. Contractor is responsible for all construction staking on project.
- (d) Contractor shall notify VTA of any conflicts between design and existing conditions and submit a Request for Information (RFI) before commencing survey.
- (e) Contractor will provide systematic and organized copies of all field notes and cut sheets to VTA on a weekly basis (documents must be delivered at least 24 hours before VTA verification survey is scheduled). Name of firm, job description, party chief, crew members, and date of survey shall appear on all field notes and cut sheets.

VTA Survey will perform periodic verification surveys to quality assure construction staking effort. VTA verification surveys may be performed at any time.

7.44.2. Monument Preservation

For the purposes of this **Section 7.44.2** the word Contractor refers to the General Contractor assigned to VTA's project and the professional surveyors under the employ of said General Contractor.

Contractor shall notify VTA of any existing monuments which will be disturbed or destroyed during the course of construction and Contractor will be responsible – and bear the full costs - for tying out the existing monuments and setting new monuments, per the Professional Land Surveyors' Act, Business and Professional Code Sections 8771 through 8773.

Contractor shall place new monuments (when possible) in a location to minimize traffic exposures for surveyors. Existing monuments to be replaced by the new monuments shall be removed and disposed of by Contractor. New monuments shall be established before existing monuments are removed so that vertical and horizontal control shall be available at all times. The following guidelines will be used as part of the monument preservation process:

- (a) **Pertaining to existing, undisturbed monuments:** Contractor will reset the monument box (with cover) to final grade. If there is no monument box for the monument then Contractor will set a new one at grade to preserve the monument and to make it accessible. If the monument is higher than final grade then Contractor's professional land surveyor will set ties to the monument and reset it below final grade and set the monument box accordingly.
- (b) **Pertaining to destroyed or disturbed monuments:** Contractor must notify VTA Survey, in advance, of any monuments that will be disturbed and/or destroyed.
 - (1) Contractor will replace all monuments that VTA's Survey Department determines are of future value to professional surveyors in retracing original surveys of record and will be set according to VTA specifications. Contractor may be asked by VTA to also contact the City Engineering/Survey Department or other agency/s (e.g., County, Caltrans, Santa Clara

Valley Water District, etc.) for additional information regarding monument and monument box specifications.

- (2) Monuments shall be constructed in accordance with the appropriate City or other agency's Standard Provisions, to the dimensions and details shown on the appropriate City or other agency's Standard Details.
- (3) Any monument that Contractor cannot replace in its original position due to obstruction or improvements must be replaced with a witness monument that is tied into the original monument by bearing and distance.
- (4) Contractor will then establish project coordinates for all new monuments and witness monuments, adjust by least squares method and furnish VTA Survey with the results and the calculation sheets.

Note: These standards are VTA standards and Contractor is not only bound by these standards but also the most recent update of the State Land Surveyors Act and the standards currently established by the appropriate City or other agency (e.g., County, Caltrans, Santa Clara Valley Water District, etc.). VTA and the appropriate City or other agency must be allowed to review all Corner Records and/or relevant documentation before Contractor's first submittal to the County Surveyor.

Contractor will bear the full expense of all work related to the above described monument preservation program. If the above specified "advance" notice is not given to the VTA Survey Department and/or the survey monuments are disturbed or destroyed without reference points having been set, VTA will re-establish the original position of the survey monuments (and all necessary tie monuments) and the associated land surveying costs will be deducted from Contractor's budget amount.

7.45. Protection and Restoration of Property

In addition to any other requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the Worksite which are in any way affected by Contractor's operations. Whenever any notice is required to be given by VTA or Contractor to any adjoining or adjacent landowner or other party before beginning any Work under this Contract, such notice shall be given by Contractor.

Any damage arising from or in consequence of the performance of the Contract, to improvements or property, whether above or below ground, private or public, within or adjacent to the project limits, shall be repaired at once by Contractor. If the best interests of VTA requires such repair to be made prior to the execution of any part of the Work included in this Contract, VTA will so notify Contractor who shall delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be made.

When ordered by VTA to make any such repair, Contractor shall start work thereon within four hours and shall prosecute the same with diligence to completion. Upon failure of Contractor to so comply with such order, or upon Contractor's failure to make immediate emergency repairs which are necessary in the best interests of VTA or of the Public, VTA shall have the authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due Contractor.

In any emergency affecting the safety of life or property including adjoining property, Contractor, without special instructions or authorization from VTA, is authorized to act at Contractor's discretion to prevent such threatened loss or injury, and Contractor shall so act whether or not it is instructed to do so by VTA.

7.46. Utility Paint Markings

Contractor shall completely remove all utility paint markings at project completion. Removal will be by use of the high water pressure method only. Payment for removal of all utility paint markings is included in the price paid for other items of work and no additional compensation will be allowed for this work.

7.47. Reserved

7.48. Inspection

VTA shall at all times have access to the Work during construction and shall be furnished every reasonable facility for verifying that the materials and workmanship conform to the requirements of the Contract. All work done and all materials furnished shall be subject to VTA's on-site and off-site inspection and approval. VTA may test and inspect, either at Contractor's, subcontractor's or supplier's facility, all components, subsystems or workmanship prior to assembly of such components into the Work and prior to acceptance of the Work by VTA. Following such testing and inspection, VTA will issue a deficiency list to Contractor listing those items which fail to comply with the Contract. VTA may either reject or require correction of defective material, workmanship, or nonconformity to this Contract. Contractor shall, at its own expense, make available tools, pits, hoists, scaffolds, platforms, other equipment, facilities, drawings, and assistance as may be necessary for inspections or tests.

Costs of the inspectors shall be borne by VTA and shall not be a part of the Contract Price. Costs of re-inspection shall be backcharged to Contractor. The performance of, or the failure to perform, such inspection shall not relieve Contractor of any responsibility for complete Contract performance. Where shop inspection is required by the terms of the Contract, Contractor shall not ship materials until VTA releases such materials for shipment.

Contractor shall not cover any work until inspected and released by VTA. Re-examination of covered and questioned work may be ordered by the Authorized Representative at any time prior to final acceptance. If so ordered, the work shall be uncovered by Contractor. The testing and uncovering or removal, replacement and recovering shall be at Contractor's expense.

7.49. Certificates of Compliance and Testing

7.49.1. Certificates of Compliance

When so authorized in the Contract or when permitted by VTA, the use of certain materials or assemblies shall be allowed if accompanied by a Certificate of Compliance. VTA reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance. If such use is permitted, the form of the Certificate of Compliance and its disposition shall be as directed by VTA. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall be furnished with each lot of material delivered to the Work and the lot so certified must be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested by VTA at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve Contractor

of responsibility for incorporating material in the Work which conforms to the requirements of the Contract and any such material not conforming to such requirements will be subject to rejection whether in place or not.

7.49.2. Testing

Contractor shall obtain the services of an independent testing company to perform all testing of materials and work in accordance with the Contract Documents. All material testing shall be paid for by Contractor.

VTA may, at its discretion, perform or cause to be performed test of materials and work independent of Contractor's responsibility above. When VTA exercises its discretion, Contractor shall furnish without cost adequate samples of all materials necessary for testing, and shall also designate the source of such material where appropriate

7.49.3. Furnish without Charge

When requested by VTA, Contractor shall furnish, without charge, samples of all materials entering into the Work, and no material shall be used prior to approval by VTA, except as provided in this **Section 7.49 Certificates of Compliance and Testing**. Samples of material from local sources shall be taken by or in the presence of VTA, otherwise the samples will not be considered for testing.

7.50. Removal of Rejected or Unauthorized Work

All work which has been rejected shall be remedied, or removed and replaced by Contractor in a manner acceptable to VTA, and no compensation will be made for such removal, replacement or remedial work.

Any work performed outside of the limits of Work shown on the drawings or established by VTA, or any extra work done without written authorization of VTA will not be paid for. Upon order of VTA such unauthorized work shall be remedied, removed or replaced at Contractor's expense.

If Contractor fails to comply within a period of seven days (or such longer period as VTA may authorize in writing) after receipt of notice from VTA specifying such failure, VTA may cause the rejected or unauthorized work to be removed, replaced, or remedied, and to deduct the costs thereof from any moneys due to Contractor.

7.51. Disposal of Materials

Except for materials generated pursuant to **Section 7.9 Hazardous Materials or Unusual Conditions**, Contractor shall be responsible for the disposal of all excess materials generated during the performance of this Contract. When any material is to be disposed of outside the project area, other than a public dump, Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with VTA said permit or a certified copy thereof together with a written release from the property owner absolving VTA from any and all responsibility in connection with the disposal of material and said property, and before any material is disposed of on said property, Contractor shall obtain written permission from VTA to dispose of the material at the location designated in said permit.

7.52. Protection of Completed Portions of Work

Contractor shall protect completed portions of the Work until final acceptance of the Work by VTA. Contractor shall take prompt action to remedy or repair any and all damage sustained to Work that is partially or wholly complete and has not yet been accepted by VTA.

7.53. Clean-up

In addition to any requirements which may be included in **Section 8 Technical Specifications**, Contractor shall at all times during performance of Work under this Contract, keep the site clean from all rubbish and debris. Before final inspection of the Work, Contractor shall clean the material sites and all ground occupied by it in connection with the Work of all rubbish, excess materials, falsework, forms, temporary structures, and equipment. All parts of the Work shall be left in a neat and presentable condition.

7.54. Redlined Construction Drawings

Drawings showing all approved changes made during construction which differ from the approved drawing set for construction, shall be furnished by Contractor prior to the acceptance of the Work. Final construction drawings submitted to VTA shall be in the form of redlined drawings clearly and neatly indicating all changes made with the approval of VTA and other field changes made which reflect the as-built condition of the Contract. During the construction period, redlined construction drawings shall be maintained by Contractor and made available to VTA for review on a daily basis.

7.55. Final Inspection and Acceptance of All or a Portion of the Work

7.55.1. Final Inspection and Acceptance of all the Work

When Contractor considers that all of the Work covered under this Contract has reached final completion, Contractor shall so inform VTA in writing. If necessary and required, acceptance tests on the Work will be performed as set forth in **Section 8 Technical Specifications**. VTA will prepare a punchlist covering the Work that fails to pass the acceptance tests or is otherwise unacceptable and will reject such Work. Contractor shall proceed immediately to correct or replace unsatisfactory, incomplete or unacceptable work. For items of Work not completed by Contractor VTA may proceed to have the items corrected or completed using VTA or third party forces in accordance with **Section 7.50 Removal of Rejected or Unauthorized Work**. The costs of such corrections shall be deducted from compensation due Contractor.

Unless otherwise stipulated, title to such rejected Work and risk of loss shall remain with Contractor, and Contractor shall have the responsibility and bear all costs to correct all defects or damage. All acceptance testing of Work which has been rejected previously shall be at Contractor's expense and costs incurred by VTA to perform such re-tests shall be deducted and withheld by VTA from payments otherwise due to Contractor.

Final acceptance of all of the Work deemed complete will occur after successful completion of all testing and deficiency and punchlist items, and VTA's determination that the Work conforms in all respects to all the Contract requirements. VTA shall inform Contractor of such acceptance of the Work by issuing a written notification stating that the Work has been completed in accordance with the Contract requirements and is accepted under the terms and conditions thereof. After VTA has formally accepted the Work, Contractor will be relieved of the duty of maintaining and protecting the accepted Work and will not be required to perform any further Work thereon; and Contractor shall be relieved of its responsibility for injury to persons or property or damage to the Work which occurs after formal acceptance by VTA. Acceptance of the Work shall not relieve Contractor from responsibility for errors, improper fabrication, non-conformance to a Contract requirement, latent defects, or for deficiencies within Contractor's control. Unless otherwise stipulated, all warranties begin with the date of such acceptance of all of the Work. Coincident with such acceptance, VTA may record a Notice of Completion.

7.55.2. Final Inspection and Acceptance of a Portion of the Work

VTA may at its discretion accept a discrete portion of the Work covered under this contract. When VTA considers that a discrete portion of the Work covered under this Contract has reached final completion, VTA shall inform Contractor in writing. If necessary and required, acceptance tests on the discrete portion of Work will be performed as set forth in **Section 8.0 - Technical Specifications**. VTA will prepare a punchlist covering any part of the discrete portion of Work that fails to pass the acceptance tests or is otherwise unacceptable and will reject such Work. Contractor shall proceed immediately to correct or replace unsatisfactory, incomplete or unacceptable Work. For items of Work not completed by Contractor VTA may proceed to have the items corrected or completed using VTA or third party forces in accordance with **Section 7.50 Removal of Rejected or Unauthorized Work**. The costs of such corrections shall be deducted from compensation due Contractor.

Unless otherwise stipulated, title to such rejected Work and risk of loss shall remain with Contractor, and Contractor shall have the responsibility and bear all costs to correct all defects or damage. All acceptance testing of Work which has been rejected previously shall be at Contractor's expense and costs incurred by VTA to perform such re-tests shall be deducted and withheld by VTA from payments otherwise due to Contractor.

Final acceptance of a discrete portion of Work deemed complete will occur after successful completion of all testing and deficiency and punchlist items, and VTA's determination that the Work conforms in all respects to all the Contract requirements. VTA shall inform Contractor of such acceptance of the Work by issuing a written notification stating that the Work has been completed in accordance with the Contract requirements and is accepted under the terms and conditions thereof. After VTA has accepted the Work, Contractor will be relieved of the duty of maintaining and protecting the accepted Work and will not be required to perform any further Work thereon and Contractor shall be relieved of its responsibility for injury to persons or property or damage to the Work which occurs after formal acceptance by VTA. Acceptance of a discrete portion of the Work shall not relieve Contractor from responsibility for errors, improper fabrication, non-conformance to a Contract requirement, latent defects, or for deficiencies within Contractor's control. Unless otherwise stipulated, all warranties begin with the date of such acceptance of the particular discrete portion of the Work.

COMPENSATION, PAYMENTS, RECORDS AND AUDIT

7.56. Compensation

Contractor accepts the compensation set out in the Contract as full payment for satisfactorily completing all the Work.

Neither the payment of any progress payment nor any retained percentage shall relieve Contractor of any obligation to make good any defective work or material.

No compensation will be made in any case for the loss of anticipated profits.

Should the total performed quantity of any item of Work required under the contract exceed the quantity in the **Schedule of Quantities and Prices** by more than 25 percent, the Work in excess of 125 percent of the quantity in the **Schedule of Quantities and Prices** and not covered by an executed contract change order specifying the compensation to be paid therefore will be paid for by adjusting the contract unit price, as hereinafter provided, or at the option of VTA payment for the Work involved in the excess will be made on the basis of force account as provided in **Section 7.60 Force Account Payment**.

The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total performed quantity of the item. If the costs applicable to the item of Work included fixed costs, the fixed costs will be deemed to have been recovered by Contractor by the payments made for 125 percent of the quantity in the **Schedule of Quantities and Prices** and in computing the actual unit cost; the fixed costs will be excluded. Subject to the above provisions, the actual unit cost will be determined by VTA in the same manner as if the Work were to be paid for on force account basis as provided in in **Section 7.60 Force Account Payment**; or the adjustment will be as agreed to by Contractor and VTA.

When the compensation payable for the number of units of an item of Work performed in excess of 125 percent of the quantity in the **Schedule of Quantities and Prices** is less than \$5,000.00 at the applicable contract unit price, VTA reserves the right to make no adjustment in the contract unit price if VTA so elects, except that an adjustment will be made if requested in writing by Contractor.

7.57. Increased or Decreased Quantities and Quantity Variation

Increases or decreases in the quantity of a Contract unit price in the Schedule of Quantities and Prices ("**Contract Item**") will be determined by comparing the total performed quantity of that item of Work with the quantity in the **Schedule of Quantities and Prices**.

If the total performed quantity of a Contract Item required under the Contract varies from the quantity in the **Schedule of Quantities and Prices** by 25 percent or less, payment will be made for the performed quantity of that item of Work at the Contract unit price.

Should the total performed quantity of any item of Work required under the Contract be less than 75 percent of the quantity in the **Schedule of Quantities and Prices**, an adjustment in compensation pursuant to this Section will not be made unless Contractor so requests in writing. If Contractor so requests, the quantity of the Contract Item, unless covered by an executed contract change order specifying the compensation payable therefore, will be paid for by adjusting the Contract unit price as hereinafter provided, or at the option of VTA, payment for the performed quantity of that the Contract Item will be made on the basis of force account as provided in in **Section 7.60 Force Account Payment**, provided however, that in no case shall the payment for that Work be less than that which would be made at the Contract unit price.

The adjustment of the Contract unit price will be determined as hereinafter provided, of the total performed quantity of the item, including fixed costs. The actual unit cost will be determined by VTA in the same manner as if the Work were to be paid for on a force account basis as provided in in **Section 7.60 Force Account Payment** or the adjustment will be as agreed to by Contractor and VTA.

The payment for the total performed quantity of the item of Work will in no case exceed the payment, which would be made for the performance of 75 percent of the quantity in the **Schedule of Quantities and Prices** for the item at the original Contract unit price

If the total performed quantity of any item of Work required under the Contract varies from the quantity in the **Schedule of Quantities and Prices** by more than 25 percent, in the absence of any executed contract change order specifying the compensation to be paid, the compensation payable to Contractor will be determined in accordance with **this Section 7.57**.

Should the total performed quantity of any item of Work required under the Contract exceed the quantity in the **Schedule of Quantities and Prices** by more than 25 percent, the Work in excess of 125 percent of the quantity in the **Schedule of Quantities and Prices** and not covered by an executed contract change

order specifying the compensation to be paid therefore will be paid for by adjusting the Contract unit price, as hereinafter provided, or at the option of VTA payment for the Work involved in the excess will be made on the basis of force account as provided in **Section 7.60 Force Account Payment**.

The adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total performed quantity of the item. If the costs applicable to the item of Work included fixed costs, the fixed costs will be deemed to have been recovered by Contractor by the payments made for 125 percent of the quantity in the **Schedule of Quantities and Prices** and in computing the actual unit cost; the fixed costs will be excluded. Subject to the above provisions, the actual unit cost will be determined by VTA in the same manner as if the Work were to be paid for on force account basis as provided in **Section 7.60 Force Account Payment**; or the adjustment will be as agreed to by Contractor and VTA.

When the compensation payable for the number of units of an item of Work performed in excess of 125 percent of the quantity in the **Schedule of Quantities and Prices** is less than \$5,000.00 at the applicable contract unit price, VTA reserves the right to make no adjustment in the Contract unit price if VTA so elects, except that an adjustment will be made if requested in writing by Contractor.

7.58. Certified Payrolls

7.58.1. Submit Certified Copies

Contractor shall submit weekly for each week in which any Contract Work is performed a certified copy of all payrolls for its employees and a certified copy of all of its subcontractor's payrolls directly to the California State Labor Commissioner, Department of Industrial Relations and VTA within one week following the week when work was performed. The payrolls shall conform to the requirements of the **California Labor Code Section 1776** and shall be in a form acceptable to VTA. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.58.2. Form of Certified Copies

Unless otherwise specified in **Section 6 Special Conditions**, Contractor and all lower-tier subcontractors and suppliers (if performing covered work) shall be required to submit certified payrolls and labor compliance documentation electronically.

Electronic submittal will be a web-based system, accessed on the internet at the address(es) provided by VTA. The web based system is LCPtracker. Contractor and each subcontractor will be given a Log On identification and password to access the reporting system. Contractor is responsible for managing and certifying all lower tier subcontractors certified payroll submittals.

Use of the system requires data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, and Apprenticeship Certifications. Additionally, documents such as Apprenticeship Certifications, etc., will be electronically uploaded into the system.

Contractor will incorporate into every lower-tier subcontract and purchase order these instructions where labor compliance documentation is required.

In the event of a failure of the web based electronic system, Contractor shall be required to submit paper copies of certified payrolls and other required labor compliance documents.

Upon written request of Contractor, and at the sole discretion of VTA, any subcontractor may be permitted to submit paper copies of certified payrolls and other required labor compliance documentation in lieu of electronic copies.

7.59. Progress Payment

7.59.1. Schedule of Values

If the Contract is bid on a Lump Sum basis, or there are Lump Sum line items in the Schedule of Quantities and Prices, within 10 working days following Notice of Award, Contractor shall prepare and submit a detailed Schedule of Values giving a complete breakdown of all Lump Sum prices, setting forth the estimated value of the various subdivisions of the work. Each item in the Schedule of Values shall include its proportionate share of overhead and profit. A proposed Schedule of Values may be rejected if any item is determined by VTA to be unbalanced or VTA deems it to be incomplete. VTA may request a detailed cost breakdown of any items. The Schedule of Values shall be for the purpose of enabling Contractor and VTA to agree upon progress payment documents as described below. Notice to Proceed shall not be given until the Schedule of Values is approved by VTA.

7.59.2. Progress Payment Processing

Once every thirty days during the term of the Contract, Contractor will prepare estimates of the work performed and materials delivered. Contractor will submit the estimates to VTA on Contractor-supplied letterhead for review. VTA will review and verify whether all items, units, quantities and prices shown on the Contractor-provided invoice are correct and that all work has been performed and materials supplied in accordance with the terms of the Contract.

If VTA is not in agreement with the quantities/prices on Contractor's invoice, VTA will schedule a meeting to review the discrepancies after which Contractor will submit a revised invoice. No payment will be due on the disputed amounts.

Upon verification and acceptance, VTA will prepare a "Progress Payment – Form B" that includes all the agreed units, quantities and prices. VTA will sign the Form B and forward the signed copy to Contractor for counter-signature and inclusion of the revised invoice for onward transmission to VTA Accounts Payable. The invoice Contractor transmits for payment must match the amount due shown on the Form B less retention and any special withholdings.

As a condition precedent to any progress payment becoming due, Contractor must include along with each invoice:

- (a) conditional waivers and releases of lien, stop payment notice, and payment bond rights every subcontractor or supplier has with respect to all labor, services, materials, and equipment covered by the invoice; and
- (b) unconditional waivers and releases of lien, stop payment notice, and payment bond rights every subcontractor or supplier has with respect to labor, services, materials, and equipment covered by the previous invoice.

Payment to Contractor will be made 30 days following receipt of Contractor's invoice in VTA's Accounts Payable department. However, no payment shall be due until Contractor returns the certified Form B, the required waivers and releases, and the accompanying invoice to VTA.

7.59.3. Full Compensation

Payment for various bid items listed in the Schedule of Quantities and Prices (Bid Form 1) shall constitute full compensation to complete the Work in conformity with the Contract. All costs for Work shown or indicated in the Contract Documents, even if not specifically provided for by a bid item in the Schedule of Quantities and Prices shall be included. Except for relief provided by **Section 7.65 Change Requests and Change Notices**, **Section 7.66 Change Order**, and **Section 7.67 Differing Site Conditions**, Contractor will not be entitled to additional compensation for providing any activity or material necessary for the completion of the Work in accordance with the Contract even though the activity or material is not included in a specific bid item or indicated in the Contract.

7.59.4. Materials on Hand

Acceptable materials on hand consist of materials or equipment furnished and delivered by Contractor to its facility or the jobsite but not yet incorporated in the Work, and properly stored in a location acceptable to VTA.

In order for materials on hand to be approved for payment, Contractor shall request payment for them on VTA-furnished forms accompanied by documentation as therein required including evidence of purchase, if appropriate. The materials must be separated from other like materials and must be physically identified as the property of VTA for use only on this Contract. VTA may enter upon the premises of Contractor for the purpose of inspection, checking or auditing, or for any other purpose, as VTA considers necessary.

7.59.5. Retention

VTA will retain **five percent** of each progress payment as part security for the fulfillment of the Contract by Contractor, and shall pay to Contractor the balance not retained, after deducting all previous payments and all sums to be kept or retained under the provisions of the Contract. No such payment will be construed to be an acceptance of any defective Work or improper materials.

Should the Contract Amount be subsequently modified by change order(s), VTA will hold retention on payments for the additional change order Work.

7.59.6. Special Withholding

VTA may withhold amounts from any payments otherwise due to Contractor as it determines necessary to cover:

- (a) Claims against Contractor arising from or in any way related to this Contract, any other contract between VTA and Contractor, or any other transaction or occurrence involving VTA and Contractor;
- (b) Defective work not remedied;
- (c) Failure of Contractor to make proper payments to any of its Subcontractors;
- (d) Failure to complete the Work in accordance with the approved Contract progress schedule.
- (e) Damage to other work or property caused by Contractor or its subcontractor of any tier.
- (f) An amount, not less than ten percent (10%) of the total progress payment, due to the failure to abate, within one (1) working day or immediately in cases of imminent danger, infractions

of Contractor's Safety Plan, CAL/OSHA, FEDERAL OSHA, ANSI or other applicable safety standards.

- (g) An amount not to exceed twenty percent (20%) of the total progress payment, due to four or more repeated infractions in a single payment period of Contractor's Safety Plan CAL/OSHA, FEDERAL OSHA, ANSI and all other applicable safety standards.
- (h) Items listed in **Appendix B Contracts Data Requirements List** or **Section 8 Technical Specifications** that are not received within the time specified. The amount withheld may be ten percent (10%) of the total progress payment or \$10,000, whichever is greater. Contractor's failure to submit any required items may subject it to the remedies of **Section 7.71 Termination for Default**.
- (i) Any and all other circumstances in which VTA determines that it is necessary to protect its interests.

Whenever VTA withholds special retention, written notice of the amount withheld and the reasons therefore shall be given Contractor. When Contractor removes the grounds for such withholding, VTA will include the amount so withheld in the next scheduled progress payment.

7.59.7. Substitution of Securities

Securities may be substituted in lieu of the withholding of retention from progress payments in accordance with **Public Contract Code § 22300**, which states.

§ 22300 Performance retentions; provision for substitute security; escrow agreement

(a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract however, substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. § 1921 et. seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to Contractor.

(b) Alternatively, Contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(c) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and the public agency.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract.

For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

(d) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any monies withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

(2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total Bid.

(3) No contractor shall require any subcontractor to waive any provision of this section.

(e) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by Contractors and subcontractors in public contract procedures.

(f) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into as of _____, 201__ by and between _____, whose address is _____ hereinafter called "Owner," _____ whose address is _____ hereinafter called "Contractor" and _____, a state or federally chartered bank, whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, the owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the

Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the owner and Contractor. Securities shall be held in the name of _____, and shall designate Contractor as the beneficial owner.

(2) The Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the contractor until the time that the escrow created under this contract is terminated. The contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the owner and Contractor pursuant to Sections (6) to (8), inclusive, of this agreement and the owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner [For withdrawal or release specified in paragraphs (6) to (8)]:

_____ (Title)

(Name)
(Signature)
(Address)

On behalf of Contractor:

(Title)
(Name)
(Signature)
(Address)

On behalf of Escrow Agent:

(Title)
(Name)
(Signature)
(Address)

(11) In accordance with Section 22300(c) of the Public Contract Code securities eligible for deposit by Contractor or investment hereunder shall be _____ and no others.

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

OWNER

(Title)
(Name)
(Signature)

CONTRACTOR

(Title)
(Name)
(Signature)

ESCROW AGENT

(Title)
(Name)
(Signature)

7.60. Force Account Payment

If work is directed by VTA to be performed on a force account basis, compensation shall be made as set forth in this provision. Such payment shall constitute full compensation to Contractor for work directed to be performed on force account and no additional compensation will be allowed therefore. Labor, materials and equipment used in the performance of work on a force account basis shall be approved daily by VTA.

7.60.1. Work Performed by Contractor

Contractor will be paid the direct costs for labor, materials and equipment used in performing the Work as hereinafter provided except where agreement has been reached to pay in accordance with **Section 7.60.7 Work Performed by Special Forces**. A markup may be added to the total of the direct costs computed as provided in **Section 7.60.2 Labor**, **Section 7.60.3 Materials**, and **Section 7.60.4 Equipment Rental**. The added markup shall not exceed twenty percent (20%) of the cost of labor, fifteen percent (15%) of the cost of material, fifteen percent (15%) of equipment rental and five percent (5%) of the cost of subcontractors, including trucking.

The above markups shall constitute full compensation for all overhead costs (general overhead, bonding, supervision, office expenses, field office facilities, utilities, and transportation) and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in **accordance with Section 7.60.2 Labor**, **Section 7.60.3 Materials**, and **Section 7.60.4 Equipment Rental**.

When work paid for on a force account basis is performed by forces other than Contractor's organization, Contractor shall reach agreement with such other forces as to the distribution of the payment made by VTA for such work. No additional payment therefore will be made by VTA by reason of the performance of the Work by a subcontractor or other forces.

7.60.2. Labor

Contractor will be paid the cost of labor for the workmen (including foremen when authorized by VTA) used in the actual and direct performance of the Work. The cost of labor, whether the employer is Contractor, subcontractor, or other forces, will be the sum of the following:

- **Actual Wages.** The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, insurance, overtime, plus other additives in accordance with collective bargaining agreements
- **Labor Surcharge.** To the actual wages, as defined above, will be added a Labor Surcharge as set forth in the State of California Department of Transportation publication entitled *Labor Surcharge & Equipment Rental Rates*, which was in effect on the date upon which the Work was accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined above and the actual subsistence and travel allowance.

7.60.3. Materials

VTA reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by Contractor and necessarily used in the performance of the Work will be paid for by VTA. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

- (a) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to VTA notwithstanding the fact that such discount may not have been taken.
- (b) If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall

be deemed to be the price paid to the actual supplier as determined by VTA. No markup except for actual costs incurred in the handling of such materials will be permitted.

- (c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment for these materials will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the jobsite, whichever price is lower.
- (d) If the cost of such materials is, in the opinion of VTA, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials are available in quantities concerned delivered to the jobsite, less any discounts as provided above.

7.60.4. Equipment Rental

Compensation for equipment used on force account work shall be determined from the latest schedule of equipment rental rates listed in the State of California, Business, Transportation and Housing Agency, Department of Transportation, Division of Construction Publication entitled *Labor Surcharge & Equipment Rental Rates* and in use at the time the equipment is used. The equipment rental rates listed in said publication shall be used regardless of ownership and any rental or other agreement, if such may exist for the use of such equipment entered into by Contractor. If it is deemed necessary by VTA to use equipment not listed in the publication, a suitable rental rate for such equipment will be established by VTA prior to the work being done. Contractor shall furnish any cost data which might assist VTA in the establishment of such rental rate.

The rental rate paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Any delay or overtime for equipment agreed to by VTA will be paid for in accordance with factors stated in the above referenced publication.

Operators of rental equipment will be paid for as provided in **Section 7.60.2 Labor**.

All equipment shall, in the opinion of VTA, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of \$250 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

7.60.5. Equipment at the Worksite

The rental time to be paid for equipment on the Work shall be the time the equipment is in operation on the Work being performed, and in addition, shall include the time required to move the equipment to the location of the Work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the Worksite on other than such work. Loading and transporting costs will be

allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the Worksite on other than such Work.

The following shall be used in computing the rental time of equipment on the Work:

- When hourly rates are listed, less than 30 minutes of operation shall be considered to be one-half hour of operation.
- When daily rates are listed, less than 4 hours of operation shall be considered to be one-half day of operation.

7.60.6. Equipment Not at the Worksite

For the use of equipment moved onto the Worksite and used exclusively for work paid for on a force account basis Contractor will be paid the rental rates as determined in **Section 7.60.4 Equipment Rental**, and for the cost of transporting the equipment to the location of the Work and its return to its original location, all in accordance with the following provisions:

- The original location of the equipment to be hauled to the location of the Work shall be agreed to by VTA in advance.
- VTA will pay the cost of loading and unloading such equipment.
- The cost of transporting equipment in low bed trailers shall not exceed the hourly rates listed in the State of California Department of Transportation publication entitled Labor Surcharge & Equipment Rental Rates.
- The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

The rental period shall begin at the time the equipment is unloaded at the site of the Work, shall include each day that the equipment is at the site of the Work, excluding Saturdays, Sundays, and VTA holidays unless the equipment is used to perform the Work on such days, and shall terminate at the end of the day on which VTA directs Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

Hours of Operation	Hours to be paid
0.....	4
0.5.....	4.25
1.....	4.5
1.5.....	4.75
2.....	5
2.5.....	5.25
3.....	5.5
3.5.....	5.75
4.....	6
4.5.....	6.25
5.....	6.5
5.5.....	6.75
6.....	7
6.5.....	7.25

7..... 7.5
7.5..... 7.75
8..... 8
Over 8..... Actual hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be one-half hour of operation. When daily rates are listed, payment for one-half day will be made if the equipment is not used. If the equipment is used, payment will be made for one day. The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

Should Contractor desire the return of the equipment to a location other than its original location, VTA will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the Work.

Payment for transporting, and loading and unloading equipment, as provided above, will not be made if the equipment is used on the Work in any other way than upon Work paid for on a force account basis

When work, other than work specifically designated as Work in the Contract Documents, is to be paid for on a force account basis and VTA determines that such work requires Contractor to move equipment onto the Worksite which could not reasonably have been expected to be needed in the performance of the Contract, payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment will be made subject to the following additional conditions:

- VTA shall specifically approve the necessity for the use of particular equipment on such Work.
- Contractor shall establish to the satisfaction of VTA that such equipment cannot be obtained from its normal equipment source or sources and those of its subcontractors.
- Contractor shall establish to the satisfaction of VTA that the proposed equipment rental rate for such equipment from its proposed source is reasonable and appropriate for the expected period of use.
- VTA shall approve the equipment source and the equipment rental rate to be paid by VTA before Contractor begins work involving the use of said equipment.

7.60.7. Work Performed by Special Forces or Other Special Services

When VTA and Contractor, by mutual agreement, determine that a special service or an item of work cannot be performed by the forces of Contractor, or those of any of its subcontractors, such service or work item may be performed by a specialist. Payment for such service or item of work, performed by a specialist on the basis of the current market price thereof, may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the jobsite, the charges for that portion of the Work performed in such a facility, may, by mutual agreement, be accepted as a specialist billing.

In lieu of the percent markups provided above in **Section 7.60.1 Work Performed by Contractor**, a markup not to exceed fifteen percent (15%) will be added to the specialist price, less a credit to VTA for any cash or trade discount offered or available, whether or not such discount may have been taken.

7.60.8. Owner-Operated Equipment

When "Owner-Operated Equipment" is used to perform work to be paid on a force account basis, Contractor will be paid for the equipment and operator, as follows:

- Payment for the Equipment will be made in accordance with **Section 7.60.4 Equipment Rental**.
- Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workmen and location of the Work, whether or not the "Owner-Operator" is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions of Subsection entitled "Labor Surcharge."
- To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for labor and equipment rental as provided in **Section 7.60.1 Work Performed by Contractor**.

If, at any time after Contractor commences the force account work, a method of compensation other than that specified in this **Section 7.60** has been agreed upon for the force account work or a portion of such work, such compensation shall be made in accordance with such agreement.

Contractor shall keep accurate daily records of the actual cost to Contractor for all work performed pursuant to this **Section 7.60** and shall make them available to VTA upon reasonable notice and request. Such records shall be maintained in such a manner so as to be completely discernible from records associated with the basic Contract scope.

7.61. Prompt Payment

7.61.1. Prompt Payment to Contractor

Public Contract Code Section 20104.50 requiring prompt payment to Contractors is applicable to this Contract. Undisputed and properly submitted payment requests shall be paid within thirty (30) days of receipt by VTA. Any undisputed and properly submitted payment request not paid within thirty (30) days shall accrue interest at the legal rate set forth in **Code of Civil Procedure Section 685.010**.

A certified **Progress Payment – Form B document**, as described in **Section 7.59 Progress Payments** shall constitute a payment request. Any payment request determined by VTA not to be a proper payment request shall be returned to Contractor within seven (7) days of receipt setting forth in writing the reasons why the payment request is not proper.

7.61.2. Payment to Subcontractors

Contractor shall adhere to all federal and California prompt payment laws and regulations including **Business and Professions Code Section 7108.5** requiring Contractor to pay subcontractors within seven (7) days of receipt of each progress payment to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing between Contractor and the subcontractor.

Any violation of this provision shall subject Contractor or subcontractor to the penalties, sanctions and other remedies specified in **Section 7108.5 of the California Business and Professions Code**. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by Contractor or deficient subcontract performance, or noncompliance by a subcontractor.

This provision applies to all contractors and subcontractors.

Contractor must include in its subcontract language a provision that it will use appropriate alternative dispute resolution mechanisms to resolve any payment disputes with subcontractors or suppliers.

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

7.62. Final Payment

Final payment shall not become due until the following actions have been satisfactorily completed:

- Satisfactory completion of final inspection of all the Work under the Contract
- Contractor submittal to VTA of:
 - An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and
 - A release of liens and claims arising out of the Contract, to the extent and in the form designated by VTA. If a claim remains unsatisfied after all payments are made, Contractor shall reimburse VTA for all monies that VTA may be compelled to pay in discharging the claim, including all costs and reasonable attorney's fees.
- Issuance by VTA of a Letter of Final Acceptance of the Work.
- The recording of a Notice of Completion by VTA.

VTA may at its option and at any time retain out of any amounts due Contractor, sums sufficient to cover claims, filed pursuant to California Civil Code Section 9000 et seq.

VTA will make final payment within **30-60 calendar days** of the recording of the Notice of Completion.

The acceptance of final payment by Contractor shall constitute a waiver of all claims against VTA arising under the Contract.

7.63. Project Records

Comprehensive records and documentation relating to this project shall be kept by Contractor and all subcontractors. The records shall include, but are not limited to Contract Documents, Drawings, Specifications, Addenda, Shop Drawings and Submittals, Change Orders, Modifications, Test Records, redline construction plans, As-Built Drawings, and cost and pricing data. Contractor shall maintain a complete set of records relating to this Contract for a period of seven years from final payment for this Work.

The cost records shall be complete and in sufficient detail to allow evaluation of the accuracy and completeness, and currency of the costs or prices. Contractor shall permit the authorized representatives of VTA, the U.S. Department of Transportation, and the Comptroller General of the United States to examine and audit all such records and any subcontracts under this Contract during the time period so specified. In addition, **every contract and subcontract involving the expenditure of public funds in excess**

of ten thousand dollars (\$10,000) entered into by a public entity in the State of California shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the Contract.

CONTRACT MODIFICATIONS, DISPUTES AND CLAIMS

7.64. Reserved

7.65. Change Requests and Change Notices

7.65.1. Change Request

Contractor may make a written request to VTA to modify the Contract (Change Request) based upon the receipt of, or the discovery of information that changes the scope, price, schedule, level of performance, or other facet of the Contract.

Contractor shall deliver a document entitled "Change Request" to VTA within thirty (30) days after receipt of, or the discovery of, information (other than receipt of a "Change Notice") that Contractor believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Contract. Upon receipt of a Change Notice, Contractor shall follow the procedures of **Section 7.65.2 Change Notice**. All Change Requests, and any Claims based thereon including any request or claim for cumulative impact costs shall be deemed waived unless a Change Request is delivered to VTA within the thirty (30) calendar days specified herein.

The Change Request shall include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Contract Price, and shall include all existing documentation or a description of anticipated documentation. In addition, the Change Request shall contain a detailed description of the proposed adjustment to the Contract Price or currently approved progress schedule, or both, and shall reference any other provisions of the Contract that will require modification because of the change. If a Change Request proposes an adjustment in the Contract Price, upon request of VTA, Contractor shall submit a complete breakdown of costs including detailed pricing and back up information for all work and any impacts thereto contemplated by the change.

The unavailability of all information necessary to quantify the change shall not excuse the timely submission of the Change Request. Contractor shall supplement the Change Request with additional information or documentation, as it becomes available. If VTA has not received sufficient substantiating documentation or information within a reasonable time after receipt of the Change Request, such insufficiency may be grounds to deny the Change Request.

If a Change Request or portions thereof are acceptable to VTA, VTA will issue a Contract Change Order consistent therewith. If a Change Request or portions thereof are not acceptable to VTA, VTA shall notify Contractor in writing.

Any request by Contractor to modify the Contract must first be submitted to VTA and proceed as a Change Request pursuant to these provisions. Contractor may submit the matter as a Claim pursuant to **Section 7.68 Claims and Claim Resolution** only if: (i) the Change Request has been denied by VTA in whole or in part; or (ii) the Change Request has not been resolved within ninety (90) days after receipt by VTA.

In the event of a dispute, Contractor shall proceed with the Work without delay, as directed by VTA.

7.65.2. Change Notices

VTA may, at any time during performance of the Contract notify Contractor of changes to the Contract by issuing a **Change Notice** to that effect. Contractor shall, within fifteen (15) days after receipt of such Change Notice, provide to VTA a written response identifying any proposed adjustment in Contract Price, including any adjustment for cumulative impact costs and schedule to perform the changes identified in the Change Notice, unless another time period for response is specified in the Change Notice. Upon request of VTA, Contractor shall submit a complete breakdown of costs including detailed pricing information and backup for all work and any impacts thereto caused by the change. VTA shall then issue an appropriate change order.

If VTA directs Contractor to perform additional work, the basis for compensation for such work shall be either: 1) increase in quantity of a Contract Item(s), 2) negotiated lump sum price, 3) unit prices mutually agreed upon under the Schedule of Values, or 4) force account, as determined by VTA. The markups described in **Section 7.60.1 Work Performed by Contractor** shall be the maximum allowed for all additional work directed by VTA.

VTA retains the right to direct Contractor to complete a portion of the Work at a time different than that specified in the Contract or reflected in the currently approved progress schedule. Such direction will be in writing and will provide for an equitable adjustment in the compensation to be paid to Contractor, if any. If such direction modifies the amount of compensation or time required for the completion of the Work, an appropriate change order will be issued.

If Contractor and VTA cannot agree on the appropriate adjustment to the Contract Price or schedule, Contractor may either accept VTA's determination or identify and submit the matter as a Claim pursuant to the provisions of **Section 7.68 Claims and Claim Resolution**. In the event of a dispute, Contractor shall proceed with the Work without delay as directed by VTA.

7.66. Change Order

A change order is a written document issued by VTA, that:

- Changes the Total Contract Price, as modified by any previously executed change orders, or
- Alters the scope of Work under the Contract, or
- Alters the schedule for performance of the Work under the Contract as set forth in the currently approved schedule, or
- Makes any other change to the Contract, or makes a combination of any of the aforementioned Contract changes.

7.67. Differing Site Conditions

7.67.1. Reserved

7.67.2. Notice of Differing Conditions

Contractor shall promptly and before such conditions are disturbed, notify VTA in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

All Change Requests involving differing site conditions and any Claims based thereon shall be deemed waived unless Contractor has given written notice before the conditions are disturbed as specified herein.

VTA will, as soon as practicable, investigate or cause to be investigated the items noted by Contractor and, if it is determined that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of or time required for the performance of any part of the Work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made and the Contract modified.

7.68. Claims and Claim Resolution

As required by law, VTA sets forth the provisions of **Public Contract Code section 9204**, which apply to all claims by a contractor in connection with a public works project.

7.68.1. Claim Defined

"Claim" means a separate demand by Contractor, sent by registered mail or certified mail with return receipt requested for:

- A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a VTA under a contract for a public works project;
- Payment by VTA of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled to; or
- Payment of an amount that is disputed by VTA.

7.68.2. Claim Requirements

Claim requirements are as follows:

- (a) Any submittal intended by Contractor to be evaluated by VTA as a Claim shall be entitled "Claim"
- (b) All Claims must be submitted by Contractor within thirty (30) days after the date of the event giving rise to the Claim, such as, for example, the denial by VTA of a Change Request, the failure of VTA to respond to a Change Request within ninety (90) days after receipt of required substantiating information and documentation, or the issuance by VTA of a disputed Change Order. Any Claim not submitted within the specified thirty (30) days is waived.
- (c) Claims must be in writing and must be submitted with all documents reasonably necessary to substantiate the Claim. A Claim must state in as much detail as possible the basis for the Claim and the additional compensation or extra time to which Contractor believes it is entitled. If the Claim is silent regarding entitlement to extra time, Contractor is not entitled to any extra time in connection with the Claim. If the Claim is silent regarding additional compensation, Contractor is not entitled to any additional compensation in connection with the Claim.
- (d) Contractor must notify VTA promptly in writing of any changes in its estimates of additional compensation or extra time, and the notification must state the reasons for the changes.

- (e) All Claims and any amendments thereto shall include the fully executed certification set forth below. Any Claim submitted without a fully executed certification shall be rejected by VTA and returned to Contractor.

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650 ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

By _____

- (f) Contractor may not file any Claims after the date of final payment.

7.68.3. Claim Review

VTA will conduct a reasonable review of the claim and respond in writing to Contractor's Claim within forty-five (45) calendar days after VTA's receipt of the Claim.

VTA's written response will identify what portion of the Claim is disputed and what portion is undisputed.

VTA and Contractor may, by mutual agreement extend the time period for VTA's review and response to the Claim.

If VTA needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

7.68.4. Payment of Undisputed Portion

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after VTA issues its written statement. If VTA fails to issue a written statement within the time specified or agreed, **Section 7.68.5 Meet and Confer** will apply.

7.68.5. Meet and Confer

If Contractor disputes VTA's written response, or if VTA fails to respond to a Claim within the time prescribed, Contractor may so notify VTA, in writing, either within fifteen (15) days of receipt of VTA's response or within fifteen (15) days of VTA's failure to respond within the time prescribed, respectively,

and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, VTA shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

Within 10 working days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, VTA shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

Any payment due on the undisputed portion of the Claim following the meet-and-confer conference shall be processed and made within 60 days after VTA issues its written statement.

Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with VTA and Contractor sharing the associated costs equally. VTA and Contractor shall mutually agree to a mediator within 10 working days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to all other applicable contractual and legal provisions.

For purposes of this **Section 7.68.5**, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this **Section 7.68.5**.

Following the meet and confer conference, if the Claim or any portion remains in dispute, Contractor may file a Government Code claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a Government Code claim must be filed shall be tolled from the time Contractor submits its written Claim pursuant to the above provisions until the time the Claim is denied as a result of the meet-and-confer process, including any period of time utilized by the meet-and-confer process.

The above procedures do not apply to Government Code claims for tort damages and are not intended, and shall not be construed, to change the time for filing such claims.

7.68.6. Inaction Deemed Rejection

Failure by VTA to respond to a Claim within the time periods described in this **Section 7.68** or to otherwise meet the time requirements of **Public Contract Code Section 9204** shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of VTA's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of Public Contract Code section 9204, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

7.68.7. Subcontractor Claims

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against VTA because privity of contract does not exist, Contractor may present to VTA a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor

requesting that the Claim be presented to VTA shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

7.68.8. Waivers of Rights under Public Contract Code Section 9204

A waiver of the rights granted by **Public Contract Code Section 9204** is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) VTA may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

7.68.9. Procedures for Civil Actions

As required by law VTA sets forth below the provisions of **Public Contract Code Section 20104.4**, which applies to civil actions filed to resolve claims of \$375,000 or less:

- (a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.*
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 commencing with Section 2016.0103 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.*
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.*

However, unless otherwise agreed to by VTA and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The above claims procedures are also subject to **Public Contract Code § 20104.6**, which provides:

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.*
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.*

SUSPENSION OF WORK, CONTRACT TERMINATION

7.69. Suspension of Work

In addition to the right of VTA to suspend Work under any other provision of this Contract, VTA may require Contractor to suspend all or part of the Work called for by this Contract at any time for up to **ninety (90) days** after a written Suspension Order is delivered to Contractor, and for any further period to which the parties may agree. The Suspension Order shall include the following:

- A clear description of the Work to be suspended;
- Guidance as to the action to be taken on subcontracts; and
- Other requests for minimizing costs.

Upon receipt of a Suspension Order, Contractor shall comply with its terms immediately and take all reasonable steps to minimize cost allocable to the Work covered by the Order during the period of work stoppage. Within the period specified by the Order, or within any extension of that period to which the parties may agree, VTA may:

- Terminate the Work covered by the Order as set forth in this section.
- Cancel the Suspension Order; or
- Allow the period of the Suspension Order to expire.

Contractor shall resume work upon the cancellation or expiration of a Suspension Order. An equitable adjustment shall be made in the Work scope, Contract Price, or Contract time, as appropriate, and the Contract shall be modified in writing in accordance with this section and **Section 7.32 Excusable Delays and Extensions of Time** if:

- The Suspension Order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this Contract; and
- Contractor asserts a claim for an adjustment within thirty (30) days after the end of the period of work stoppage; and
- The Suspension Order was not caused by Contractor's default or other act or omission within the control or responsibility of Contractor.

In preparation for and during suspensions of work, Contractor shall take every reasonable precaution to prevent damage to or deterioration of the Work. Contractor shall repair or replace, at no cost to VTA, Work that is damaged or deteriorated during a work suspension due to Contractor's failure to comply with this duty. If VTA determines that Contractor is not taking reasonable precautions and Contractor fails

to take the corrective action within five days after written notice from VTA, VTA may cause such action to be taken and recover the reasonable cost thereof from Contractor.

7.70. Termination for Convenience or in the Public Interest

VTA may terminate the performance of Work in whole or in part at any time by written notice to Contractor if VTA determines that termination is in the best interest of VTA or the public. If performance of Work is so terminated, Contractor shall be entitled to payment for all Work performed acceptably and to payment for all acceptable goods or services ordered by and delivered to Contractor before termination, provided that Contractor provides a final itemized invoice, including all necessary documentation to substantiate all costs incurred, for the above amounts within thirty (30) days after receiving the termination notice.

7.71. Termination for Default

7.71.1. Events or Conditions

Contractor is in default under the Contract upon the occurrence of any one or more of the following events or conditions:

- (a) Contractor does not promptly begin the Work under the Contract Documents; or
- (b) Contractor does not perform the Work in accordance with the Contract Documents, including:
 - (i) conforming to applicable standards set forth therein in designing and/or constructing the Project, (ii) providing schedules or other documentation required by the Contract Documents, or (iii) refuses to remove and replace rejected materials or unacceptable Work; or
- (c) Contractor discontinues the prosecution of the Work (exclusive of work stoppage due to termination or suspension of the Work by VTA), does not prosecute the Work within the schedule, or prosecutes the Work so as to endanger the performance of this Contract in accordance with its terms; or
- (d) Contractor does not resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from VTA to do so or (if applicable) after cessation of the event preventing performance; or
- (e) Contractor becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors; or
- (f) Insolvency, receivership, reorganization or bankruptcy proceedings are commenced by or against Contractor; or
- (g) Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument or other document delivered by Contractor pursuant to the Contract Documents is false or materially misleading when made; or
- (h) Contractor breaches any agreement, representation or warranty contained in the Contract Documents; or
- (i) Contractor assigns or transfers the Contract Documents or any right or interest herein, except as expressly permitted by the Contract Documents; or

- (j) Contractor does not discharge or obtain a stay of any final judgment(s) or order for the payment of money against it in excess of \$25,000 in the aggregate arising out of the prosecution of the Work (provided that for purposes hereof posting of a bond in the amount of 125 percent of such judgment or order shall be deemed an effective stay); or
- (k) Contractor does not, absent a valid dispute, make payment when due for labor, equipment or materials in accordance with its agreements with Subcontractors and applicable law; or
- (l) Contractor fails reasonably to comply with any instructions of VTA consistent with the Contract Documents; or
- (m) Contractor violates any laws, regulations and ordinances, or order of any government entity applicable to Contractor, the Work, or the Contract; or
- (n) Contractor does not provide and maintain the Performance and Payment Bonds and insurance as required hereunder; or
- (o) Contractor or one of its subcontractors causes, through its negligence, gross negligence, recklessness, or willful misconduct, death or grievous bodily injury to any person or property damage in excess of \$25,000; or
- (p) Contractor does not defend or indemnify any party that Contractor is obligated to defend or indemnify under the Contract Documents; or
- (q) Contractor offers or gives any improper consideration, in any form, either directly or through an intermediary, to any VTA director, officer, employee, contractor, or authorized representative, with the intent of securing the Contract or the making of any determination with respect to Contractor's performance of the Work; or
- (r) Contractor is placed on the California State Labor Commissioner's list of debarred contractors pursuant to **Labor Code §1771.1 or §1771.7**; or
- (s) Contractor or any of its directors, members, officers, partners, principals, employees, or any Contractor's representative is convicted for a violation of any Law related to Contractor's obligations under the Contract, including without limitation, in connection with the Work, goods supplied, payments to be made, or Claims submitted

7.71.2. Notice and Procedures

Contractor and its Surety (as defined in the Performance Bond for Public Works required by this Contract (Performance Bond)) are entitled to seven (7) days' notice and opportunity to cure any breach described in **Sections 7.71.1 (a) through (d) and (i) through (l), and any non-material breach described in Sections 7.71.1 (h) or (m)**. Contractor and its Surety are entitled to three (3) days' notice and opportunity to cure any breach described **Sections 7.71.1 (n) and (p)**. Except as specified above, Contractor and its Surety have no right to notice or opportunity to cure with respect to any breach described in **Sections 7.71.1 (e), (f), (g), (h) (m), (o), or (q) through (s)**. If Contractor is unable to cure the applicable default within the time period specified, but in VTA's reasonable determination (i) Contractor has diligently and continuously undertaken efforts to cure such default, and (ii) such failure to cure is beyond the control of Contractor, VTA may extend the cure period in accordance with its discretion.

If any breach described in **Sections 7.71.1 (a) through (s)** is not subject to cure or is not cured within the period (if any) specified, VTA may declare that an "Event of Default" has occurred and notify Contractor

to discontinue the Work. The declaration of an Event of Default must be in writing and given to Contractor and Surety. In addition to all other rights and remedies provided by law or equity and such rights and remedies as are otherwise available under the Contract and the Performance Bond, VTA may assume any of Contractor's subcontracts, appropriate any or all materials and equipment on the Worksite and any or all work product, including plans and specifications, as may be suitable and acceptable, and may direct the Surety to complete the Contract or may enter into an agreement for the completion of the Contract according to the terms and provisions hereof with another contractor or the Surety, or use such other methods as may be required for the completion of the Contract, including completion of the Work by VTA. Upon completion of such work, Contractor is entitled to return of all unused materials and its equipment, tools and appliances, except that there shall be no claim on account of usual and ordinary depreciation, loss, or wear and tear.

If Contractor's right to proceed is so terminated, Contractor shall not be entitled to receive any further payment until the Work is completed. Contractor and its surety(s) shall be liable to VTA for any additional costs of completion of the Work, including compensation for additional managerial and administrative services, plus liquidated damages accruing under the terms of this Contract from the Contract completion date, as extended by authorized time extensions, to the date of final completion.

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

7.72. Contractor's Duties Upon Termination

Immediately after receipt of a notice of termination, either for default or convenience (Notice of Termination), Contractor shall:

- Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- Assign to VTA in a manner, at the times, and to the extent directed by VTA, all of the right, title, and interest of Contractor under the orders and subcontracts as designated by VTA;
- Terminate all other orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination; and
- Assign to VTA in a manner, at the times, and to the extent directed by VTA, all of the remaining right, title, and interest of Contractor under the orders and subcontracts so terminated.

WARRANTY PROVISIONS

7.73. Warranty

It is a condition of this Contract that the equipment, materials or design furnished, and workmanship performed by Contractor or any subcontractor or supplier at any tier, shall conform to the requirements of this Contract and shall be free of any defect. Neither inspection, testing and acceptance by VTA of such equipment, materials, design or work performed, partial or final payment, nor any provisions of the Contract relieves Contractor from responsibility for any latent defect, gross mistakes or fraud. Contractor and its surety(s) warrant all equipment, materials, design and workmanship for a period of one (1) year

from the date of final acceptance by VTA of all, or, in VTA's sole discretion, a discrete portion of the Work. Contractor shall extend to VTA any warranty from a subcontractor or supplier that exceeds the above warranty period. If additional or varying guarantees are required, they will be specified in **Section 6 Special Conditions** of this contract. VTA retains the right, at its sole discretion, to assign to a third Party any warranty received under this Contract.

7.74. Warranty Work

Contractor is responsible for all warranty-covered repair work during the warranty period as specified above. Contractor shall provide at its own expense all spare parts and tools required for repairs. To the extent practicable, VTA will allow Contractor or its Authorized Representative to perform such work. When warranty repairs are required, VTA and Contractor's Authorized Representative must confer on the most appropriate remedy to be performed within a reasonable time. If Contractor fails to remedy any failure or defect within a reasonable time, VTA shall have the right to replace, repair, or otherwise remedy the failure or defect at Contractor's expense. At its discretion, VTA may also perform such work if it deems necessary to do so to meet its operational commitments or other requirements. Contractor shall reimburse VTA for all expenses for such work including materials and labor. The hourly shop labor rates shall be based on VTA's current labor cost accounting system. Contractor shall reimburse VTA for such work within sixty (60) days of receipt of warranty claim.

7.75. Warranty on Repaired or Replaced Parts

Contractor warrants any materials, parts or components which are used for replacement under the initial warranty period again for the total original warranty period of the replaced particular material, part or component.

7.76. Systematic Failures

In the event that, during the warranty period, repairs or modifications necessitated by defective design, material, or workmanship occur to an extent in excess of ten percent (10%) of the components used for the same function in the same assembly or subsystem purchased under this Contract, Contractor shall promptly furnish all necessary labor and material to effect such repairs and modifications for every system delivered under the Contract under the terms and conditions outlined, including systems in which the item has not yet failed. When requested by VTA, Contractor will be required to provide a written failure analysis report for defective products supplied under this Contract and which occurred during the warranty period. The report shall be received by VTA within forty-five (45) days from the date of request.

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SECTION 8 TECHNICAL SPECIFICATIONS

The Technical Specifications are provided in the following pages.

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. General: The Work includes but is not limited to the selective demolition, restroom floor, wall & ceiling finish improvements, and Lighting improvements as indicated on the Drawings and described below:
- B. Demolition:
1. Removal of toilet partitions, toilet fixtures and all toilet accessories.
 2. Removal of stainless steel and FRP (fiberglass reinforced plastic) wall finish including gypsum board backing materials. VTA is setting aside an allowance of \$10,000.00 to address the repair/replacement of the wall/ceiling framing members once the gypsum board/ceiling panels are removed. Once the gypsum board/ceiling panels are removed by the Contractor, VTA inspector will determine which of the wall framing members need to be repaired/replaced within the allocated allowance. Removal of floor finish. Existing Stud to remain.
 3. Removal of trough sinks, lavatories, plumbing fixtures, water closets, and urinals.
 4. Removal of gypsum board ceiling and existing light fixtures.
 5. Removal of cloth curtains, shower curtains, and curtain rods.
 6. Other work as listed and shown in the plans.
- C. Removal, Store, and Re-installation:
1. Trash receptacles, paper towel dispensers, wall mounted mirrors, feminine sanitary dispensers, metal shelving, and soap dispensers.
 2. Repair damaged wall.
 3. Other work as listed and shown in the plans.
- D. Construction:
1. New Baxab microcement matt finish for the floor and walls.
 2. New DensGlass sheathing walls & ceiling.
 3. New door at the new Janitor closet.
 4. New floor & wall mounted phenolic toilet partitions and doors.
 5. Patch opening with DensGlass sheathing.
 6. New electric dyson air blade hand dryer.

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7. Painting of all walls, doors and frame for the new Janitor closet.
8. New water closets and ADA accessories, urinals, lavatories, and granite counters in restrooms.
9. New plumbing fixtures.
10. For other additional work as listed and shown in the plans .
11. New vents, diffusers, and HVAC controls.
12. New light fixtures..
13. For additional electrical work, see Electrical Drawings and Specifications.
14. Contractor to provide two temporary restrooms trailers with water, sewer, and power connection at location as shown in the drawings. Number of temporary toilets must match the number of existing toilets in the work area with sinks and paper towel dispensers included. Temporary power, sewer & water connection to existing utility site infrastructure must be made by the Contractor. Housekeeping will be provided by the VTA house keeping staff. Contractor is responsible for the maintenance and repairs.

1.02 RELATED SECTIONS

All Special and General Conditions and Technical Specifications.

1.03 SUBMITTALS

For the submittal requirements, refer to Section 6.6 Contract Data Requirements and Section 7.43 Submittal of Shop Drawings, Product Data and Samples, and each individual section of Technical Specifications.

1.04 QUALITY ASSURANCE

A. Refer to Section 6.25 Quality Assurance and Quality Control Requirements.

B. Regulatory Requirements:

VTA has endeavored to identify agencies having jurisdiction over the Work and owning facilities in the vicinity of the Work. The list is not necessarily complete, and Contractor shall be bound by requirements of other agencies having jurisdiction of the Work.

The identified agencies include, if necessary:

City of San Jose Building Department

The Contractor shall allow inspection of the job site or work premises during business hours for the purpose of ensuring that the premises and the business are in compliance with the terms and conditions of the Approval and with the requirements of the City Code and other local, State, and Federal laws and regulations.

1.05 Delivery, Storage and Handling

- A. The receiving, storage, quality, and inventory control of equipment and materials required for the Work of this Contract shall be in sole responsibility of the Contractor. Arrange off site material storage to provide easy access for inspection and identification of each shipment.

- B. Storage and Protection
 - 1. Contractor shall store materials and equipment under Contractor's control in a manner that shall not interfere with public safety and convenience or with operations of VTA or other parties.
 - 2. Contractor shall procure and maintain additional storage or work areas needed for operations outside the Chaboya Bus Yard.

1.06 CONTRACTOR'S USE OF THE SITE

- A. Contractor shall limit use of the site of the Work to allow for:
 - 1. Work by other parties.
 - 2. VTA occupancy.
 - 3. Adjacent public use.

- B. Coordinate use of the site with VTA and the related City, County or local and State jurisdiction.

- C. Store materials and equipment under Contractor's control in a manner that shall not interfere with operations of VTA, city, or other parties. Contractor shall be responsible for the care of all stored materials and equipment.

- D. Procure and maintain additional storage or work areas needed for operations outside of the site of the Work. No area for Contractor operations will be provided by VTA, except as described below:
 - 1. Staging area as indicated on the Drawing.
 - 2. Coordinate with VTA representative for temporary building access and parking.
 - 3. Contractor, sub-contractors, and other personnel associated with the Work shall use the main entry as indicated on the Drawings.
 - 4. Contractor, sub-contractors, and other personnel including material disposal and deliveries associated with the Work shall use the main building entry.

1.07 INSPECTION BY OTHER AGENCIES (IF NECESSARY)

The Contractor shall allow inspection of the job site or work premises by the local jurisdictions during business hours for the purpose of ensuring that the premise and the business are in compliance with the terms and condition of the approval and with requirement of the City and County Codes and other local, State, and Federal laws and regulations.

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END OF SECTION 01 11 00

SECTION 01 22 16 MEASUREMENT AND PAYMNET

GENERAL

1.01 DESCRIPTION

- A. Except as otherwise specified in these Contract Documents, all Work will be paid for at a Contract Lump Sum Price, as indicated in the Schedule of Quantities and Prices.
- B. In addition to other applicable terms set forth in the Contract, all Work performed under this Contract will be billed according to the procedures described in this Section.

1.02 BILLING

- A. All pricing per unit will be a fixed dollar per unit as listed on Bid Form 1, Schedule of Quantities and Prices.
- B. In addition to the other invoicing requirements set forth in these Contract Documents, all invoices submitted under this Contract must comply with the following:
 - a. Invoices must be sent via email only to the VTA Accounts Payable Department at: VTA.AccountsPayable@vta.org.
 - b. Each invoice must be a separate PDF document, no combined files will be accepted, and each invoice must be in the format of the sample invoices attached hereto.
 - c. Contractor must label invoices with the proper (i) VTA Authorized Representative or VTA Designated Contact and (ii) facility location.
 - d. Invoices must contain the following information:
 - (1) The Contract number,
 - (2) The labor rate and number of hours worked per employee assigned to the Work Order (if applicable), and
 - (3) Any materials purchased by Contractor to perform the Work. Contractor will list individually by line item the type of material purchased, identifying each part by part/model number and the price charged to VTA for said part. Incidentals such as gloves, tape, sandpaper, etc. may be listed in aggregate, unless VTA determines that the aggregate amount is large enough to cause significant costs under incidentals, in which case Contractor will provide an itemized list of incidentals upon VTA's request.

END OF SECTION 01 22 16

SECTION 01 50 00 TEMPORARY RESTROOM TRAILER

PART 1 - GENERAL

1.01.1 SECTION INCLUDES

- A. Temporary Men and Women Restroom Trailers

1.02.1 SUBMITTALS

- A. Submit Shop drawings for the temporary restroom trailers, each equipped with accessibility requirements such as ramp, toilet stall, urinal and others. Shower stalls not required.
- B. Submit manufacturer's product data illustrating each accessory item.

1.02.2 DELIVERY, STORAGE AND HANDLING

The proposed location for temporary restroom trailers as indicated on the drawings.

PART 2 – PRODUCTS

Contractor to provide two temporary restroom trailers prior commencing of the work up to the renovated restroom in full operation.

PART 3 – EXECUTION

3.01 INSTALLATION

Install two temporary trailers as indicated on the drawing and coordinate with the VTA representative during actual placement. Contractor to connect all necessary utilities such as water, sanitary sewer and power.

END OF SECTION 01 50 00

SECTION 01 56 16 DUST CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes requirements for dust control including application of either water or dust palliative, or both, for the alleviation or prevention of dust nuisance.

1.02 REFERENCES

- A. Caltrans Standard Specifications:
 - 1. Section 10, Dust Control
 - 2. Section 18, Dust Palliative
- B. Bay Area Air Quality Management District, Air Quality Guidelines, CEQA Guidelines, May 2017

1.03 DEFINITIONS

- A. Dust problem is defined as any visible airborne particles within the project site and project haul routes that are a result of the Contractor's activities.

1.04 SYSTEM DESCRIPTION

- A. The Contractor shall govern its operations and construction methods at all times so as to prevent any dust problems within and the surrounding spaces around the area of Work, and along the adjacent spaces. The Contractor shall provide Work area separations with dust barriers, labor, or any material or equipment required to provide adequate control of dust to the complete satisfaction of VTA.
- B. When airborne particles are visible and VTA orders a dust control application, such work shall be performed within the same day.
- C. If the dust control application is not performed when requested by VTA, the contractor will stop work immediately and address the dust complaints. Contractor can restart work once VTA has approved the dust control measures taken by the contractor.
- D. Street sweepers with dust control systems will be allowed as an alternative for dust control on paved approaches to the project. Power brooms or other similar devices without dust control systems will not be allowed.
- E. Any damage and the cost of such damage, resulting from dust caused by the Contractor's activities shall be the complete and sole responsibility of the Contractor.

1.05 PROJECT/SITE CONDITIONS

- A. Water Conservation:
 - 1. "Dust Control" will not prevent the Contractor from applying water or dust palliative for its convenience if the Contractor so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for its convenience,

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PART 2 - PRODUCTS

2.01 WATER

- A. Unless otherwise specified, the Contractor shall use non-potable water for dust control.

2.02 DUST PALLIATIVE

- A. Dust palliative shall conform to the provisions of Section 18, "Dust Palliative," of the Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL

- A. Perform dust control in accordance with the provisions of Section 18, "Dust Palliative," of the Standard Specifications. During the progress of Work, the Contractor shall keep the entire job site free of dust. Spillage resulting from hauling operations along or across existing streets, roads, paths or access routes shall be removed immediately by the Contractor.
- B. All unpaved access roads, parking areas and staging areas shall be watered daily.
- C. All paved access roads, parking areas and staging areas shall be watered daily.
- D. All trucks hauling soil, sand, aggregate or other loose material shall maintain at least 600 mm of freeboard or be covered.
- E. Anytime soil material is carried onto adjacent public streets, the material shall be immediately swept up to the satisfaction of VTA.

END OF SECTION 01 56 16

SECTION 01 74 00 CLEANING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes requirements for maintaining a clean, orderly, hazard-free Worksite and final cleaning for VTA occupancy. Failure to maintain Worksite will be grounds for withholding monthly payments until corrected.

1.02 RELATED SECTIONS

- A. 01 11 00, Summary of Work
- B. 01 56 16, Dust Control

1.03 JOB CONDITIONS

- A. Safety Requirements: Maintain the Worksite neat, orderly, and hazard-free until final acceptance of the Work in conformance with the local governmental and CAL OSHA requirements. Worksite walks, public sidewalks, roadways, and streets, along with public and private walkways adjacent to Worksite, free from hazards caused by construction activities. Inspect those facilities regularly for hazardous conditions caused by construction activities.
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove those wastes from Worksite daily.
 - 2. If volatile and/or noxious substances are being used in spaces which are not naturally ventilated, provide artificial ventilation.
 - 3. Hazard controls shall conform to the applicable federal, state and local rules and regulations, including those covering hazardous communications.
 - 4. Submit detailed list of volatile and potential contaminants planned or expected to be present at the job site and how they will be mitigated if spilled. Make submittal as part of the SWPPP or ESCAPE, if applicable.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

- A. Utilize the type of cleaning materials recommended by the manufacturer of the surfaces to be cleaned. Products used in this Section shall be selected by the Contractor, subject to approval by VTA.

PART 3 EXECUTION

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3.01 INTERIM CLEANING

- A. Clean the Worksite every workday during the construction of the Contract. Maintain structures, grounds, and other areas of Worksite, including public streets and public and private properties immediately adjacent to Worksite, free from accumulations of waste materials caused by construction operations. Place waste materials in metal containers.
- B. Remove or secure loose material at the end of each workday, or more often, in a manner which will maintain the Worksite hazard-free. Secure material in a manner which will prevent its dislodgment by wind and other forces.
- C. Control dust in accordance with Section 01 56 16, Dust Control.
- D. Promptly empty waste containers when they become full but in no case less frequently than once a week, and legally dispose of the contents at dumping areas off VTA property.
- E. Control the handling of waste materials. Materials shall not be dropped or thrown from structures.
- F. Immediately remove spillages of construction-related material from construction site. Temporarily block floor drains to avoid any discharge into the storm or sanitary sewer system.
- G. Clean only when dust and other contaminants will not settle upon newly painted surfaces.

3.02 FINAL CLEANUP

- A. Inspect interior and exterior surfaces, including concealed spaces, in preparation for completion and acceptance.
- B. Remove dirt, dust, litter, corrosion, solvents, discursive paint, stains, and extraneous markings.
- C. Remove surplus materials, except those materials intended for maintenance.
- D. Remove tools and equipment used in the construction, except that for VTA property.
- E. Remove detachable labels and tags. File them with the manufacturer's specifications for that specific material for VTA records.
- F. Repair damaged materials to the specified finish or remove and replace.

END OF SECTION 01 74 00

SECTION 02 41 19 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. General:

1. Remove existing conditions as indicated on the Drawings, taking care to protect improvements to remain. Notify the VTA Representative, in writing, and request clarification where extent of items to remain is not clear. Work includes restoration of existing conditions and materials to remain in place that are damaged by demolition and removal operations.
2. Provide bracing/shoring/underpinning as required to maintain structural integrity of partitions or other elements of existing construction to remain.
3. Coordinate utility interruptions, if necessary, with VTA, utility companies, local authorities, and others that might be adversely affected. Provide temporary services, if required.
4. Hazardous Materials: Do not disturb in any way parts of the construction known to contain hazardous materials. Other than those parts known to contain hazardous materials, the building area designated for this work should be free of such materials. However, if hazardous materials are observed, stop all work immediately and notify the VTA Representative in writing.
5. Provide all necessary protection for employees and public as required in these Specifications and in Part 6-Special Conditions of these Contract Documents.
6. Items to be salvaged shall be removed in the most careful manner possible to avoid damages and stored as required by VTA Representative.
7. Notify VTA Representative, in writing, of any conditions that might delay or affect the progress of the demolition work required.

B. See Drawings for additional requirements related to demolition work.

1.02 PROTECTION

- A. Do not interfere with use of adjacent building spaces; maintain free and safe passage to and from.
1. Cover and protect existing materials when demolition work is performed in areas where existing materials have not been removed.
- B. Prevent movement of adjacent construction, provide and place bracing and be responsible for safety and support of adjacent construction.
1. Assume liability for such movement, damage and injury.

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- C. Cease operations and notify VTA immediately if safety of structure appears to be endangered; take precautions to properly support structure.
 - 1. Do not resume operations until safety is restored.

1.03 EXISTING SERVICES

- A. Disconnect or remove utility services as required for completion of Project; disconnect, stub off, and cap utility service lines not required for new construction.
 - 1. Do not remove utilities discovered during demolition but not indicated without first determining purpose for utility.
- B. Do not disrupt services to adjacent building areas not in Project.
- C. Place markers to indicate location of disconnected services; identify service lines and capping locations on Project Record Documents.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Maintain possession of materials being demolished unless otherwise noted, immediately remove from site.
- B. Carefully remove, store and protect materials indicated for reinstallation.
- C. Carefully remove materials indicated to be retained by VTA; deliver and store where directed.
 - 1. Verify extent of materials to be retained by VTA with VTA prior to beginning selective demolition.

PART 3 - EXECUTION

3.01 DEMOLITION

- A. Demolish indicated appurtenances in an orderly and careful manner.
 - 1. Comply with demolition requirements in California Building Code.
 - 2. Use methods which do not damage materials indicated to remain.
- B. Perform demolition in accordance with authorities having jurisdiction.
- C. Remove demolished materials from site, unless otherwise directed.
 - 1. Remove from site, contaminated, vermin infested, and dangerous materials encountered and dispose of by safe means so as not to endanger health of workers or public.

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- D. Remove tools and equipment upon completion of work; leave area in condition acceptable to VTA.

3.02 REPAIR

- A. Repair damage to adjacent construction caused as result of this work.
- B. Repair demolition beyond that required.

END OF SECTION 02 41 19

SECTION 03 35 00

BAXAB MICROCEMENT CONCRETE FINISHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Baxab Microcement concrete floor and wall finish.

1.02 REFERENCES

- A. American Concrete Institute (ACI): ACI 302.1R - Guide for Concrete Floor and Slab Construction.
- B. American National Standards Institute (ANSI): Standards B-101.1/2009.
- C. ASTM International (ASTM):
 - 1. ASTM C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - 2. ASTM C 171 - Standard Specification for Sheet Materials for Curing Concrete.
 - 3. ASTM C 779 - Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces
- D. National Floor Safety Institute (NFSI): NFSI Test Method 101-A - Standard for Evaluating High-Traction Flooring Materials.

1.03 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a seamless and continuous surface flooring and wall that has been designed, manufactured and installed to achieve the following:
 - 1. Provide a seamless and continuous surface.
 - 2. Minimum thickness (approximately 1-3 mm).
 - 3. Great adhesive capacity.
 - 4. Due to its surface hardness, it is perfect for high transit areas and exteriors.
 - 5. Available in a wide range of colors and modern finishes.
 - 6. Ideal for quick renovation projects as it does not require removing existing surfaces.
 - 7. Applicable to cement, concrete, metal plastic, asphalt, terrazzo and ceramic.
 - 8. Does not generate debris, neither requires a long application process.
 - 9. Easy to clean and maintain
- B. General Instructions
 - 1. Due to its thickness and great adhesion, it is important to consider the base's conditions. Surfaces should be perfectly clean, free of debris and loose items. Without humidity, well leveled and smooth. The condition of the base, especially in connection with planimetry, will have an important influence on the BAXAB finishing quality. Working temperature: between 5 degrees centigrade to 30 degrees centigrade/surface humidity; up to 18% (measured with wood hygrometer).

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C. Application Process

1. The product is applied manually with a trowel, with semicircular movements. The system is composed by different layers: 2 substrates of cement Base with a fiberglass mesh, 1 layer of original BAXAB, 2 layers of BAXAB new formula. Finally, the sealing system, composed by 2 layers of the special CRED ARMOUR cream.

D. Final Consideration

1. Once the work is complete, floor can be walked on 24 hours later, and totally waterproofing after 72 hours. Although the floors can be stepped on after 24 hours, impacts, object dragging, or application of heavy loads shall be avoided during the first 5 days after the work is finished. Fullest hardness will be achieved after 21 days.

E. Work Safety Guidelines

1. While applying, always wear: Gloves, Powder valve mask, Googles, Safety shoes, Ear protection, Heavy-duty waistbands, Security helmet, anything else required by general directives.

1.04 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Submit product data, including manufacturer's SPEC-DATA product sheet, for specified products.

1. Material Safety Data Sheets (MSDS).
2. Preparation and Installation General instruction.
3. Color chart Selection Guides.
4. Samples 12"x12"

C. Warranty: Submit warranty documents specified.

D. Operation and Maintenance Data: Submit operation and maintenance data for installed products

1. Manufacturer's instructions on maintenance renewal of applied treatments.
2. Protocols and product specifications for joint filing, crack repair and/or surface repair.

E. Certificate: Written certification, signed by manufacturer's representative, stating applicator as trained and qualified to perform work of this Section using manufacturer's products. Include qualification criteria

1.05 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer with a minimum of 5 years' experience in performing work of this section who has specialized in installation of work similar to that required for this project.
2. Installer trained and holding a current certificate issued by the product manufacturer.
3. Current Certification from the CPAA stating that the technicians are trained craftsmen.

B. Finishing components and materials shall be from single manufacturer.

C. Manufacturer Qualifications:

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1. Manufacturer capable of providing field service representation during construction and approving application method.
 2. Manufacturer shall have a minimum 5 years of experience in manufacturing components similar to or exceeding requirements of project.
- D. Pre-installation Meetings: Conduct a pre-installation meeting to verify project requirements, manufacturer's installation instructions and manufacturer's warranty requirements. Review the following:
1. Environmental requirements.
 2. Scheduling and phasing of work.
 3. Coordinating with other work and personnel. Remind all trades that they are working on a surface that is to become a finished surface.
 4. Protection of adjacent surfaces.
 5. Surface preparation
 6. Repair of defects and defective work prior to installation.
 7. Cleaning
 8. Installation of Baxab Microcement floor finishes
 9. Protection of finished surfaces after installation.
 10. Placing of materials on the concrete surface that may cause staining, etching or scratching

1.06 DELIVERY, STORAGE AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays
- B. Delivery: Deliver materials in manufacturer's original packaging with identification labels and seals intact.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.

1.07 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and does not limit, other rights Owner may have under Contract Documents.

PART 2 - PRODUCTS

2.02 MANUFACTURERS

- A. Acceptable Manufacturer: Topcret
- B. Or approve equal

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Site Verification of Conditions:
 - 1. Verify existing floor and wall condition prior to installation.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Ensure surfaces are clean and free of dirt and other foreign matter harmful to performance of concrete finishing materials.

3.03 INSTALLATION

- A. Compliance: Comply with manufacturer's written data, including product technical bulletins, product catalog installation instructions.
- B. Floor and Wall Surface Treatment:
 - 1. All Floor and wall surfaces shall be as uniform in appearance.
 - 2. Finish edges of adjoining other materials in a clean and sharp manner.

3.04 FINAL CLEANING

- A. Upon completion, remove surplus and excess materials, rubbish, tools and equipment.

3.05 PROTECTION

- A. Protect installed product from damage during construction in accordance with manufacturer's recommendations.

END OF SECTION 03 35 00

SECTION 05 50 00 METAL FABRICATIONS

PART 1 -GENERAL

1.01 DESCRIPTION

- A. This Section includes requirements for metal fabrications or miscellaneous metals that are incidental to or necessary for the construction and complete of the work.

1.02 WORK INCLUDES

- A. Furnish and fabricate metal framing for granite countertop.

1.03 RELATED SECTIONS

- A. Section 09 91 00 - Painting: Paint finish.

1.04 REFERENCES

- A. ASTM A27 - Standard Specification for Steel Castings, Carbon, for General Application.
- B. ASTM A36 - Structural Steel.
- C. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
- D. ASTM A48 - Standard Specification for Gray Iron Castings.
- E. ASTM A53 - Hot-Dipped, Zinc-coated Welded and Seamless Steel Pipe.
- F. ASTM A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold Finish.
- G. ASTM A123 - Zinc (Hot-Galvanized) Coatings on Products Fabricated From Rolled, Pressed and Forged Steel Shapes, Plates, Bars, and Strip.
- H. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- I. ASTM A304 - Alloy Steel (Stainless Steel)
- J. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners.
- K. ASTM A325 - High Strength Bolts for Structural Steel Joints.
- L. ASTM A386 - Zinc-Coating (Hot-Dip) on Assembled Steel Products.
- M. ASTM A449 - Standard Specification for Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use.
- N. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.

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- O. ASTM A501 - Standard Specification for Hot Formed Welded and Seamless Carbon Steel Structural Tubing.
- P. ASTM A536 - Standard Specification for Ductile Iron Castings.
- Q. ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts.
- R. ASTM A668 - Standard Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use.
- S. ASTM A780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings.
- T. ASTM D2092 - Standard Guide for Preparation of Zinc Coated (Galvanized) Steel Surfaces for Painting.
- U. ASTM F436 -Standard Specification for Hardened Steel Washers.
- V. AWS A2.0 - Standard Welding Symbols.
- W. AWS D1.1 - Structural Welding Code.
- X. SSPC - Steel Structures Painting Council.

1.05 SUBMITTALS

- A. Submittal procedures shall be in accordance with applicable portions of the General Conditions and Special conditions.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details in coordination with the granite countertop and lavatory supplier where applicable.
- C. Indicate welded connections using standard AWS symbols. Indicate net weld lengths.

1.06 QUALIFICATIONS

- A. Welders Certificates: Submit certifications of welders employed on the Work, verifying AWS qualification within the previous 12 months.

1.07 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on Drawings.

PART 2-PRODUCTS

2.01 MATERIALS

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A. Materials:

1. Steel Shapes: Standard structural sections, shapes, plates, and bars in conformance with ASTM A36. Bars in conformance with ASTM A108 will be accepted.
2. Steel Tubing: Tubing in conformance with ASTM A500 or ASTM A501.
3. Steel Pipe: Pipe in conformance with ASTM A53, Type E or S, Grade A. Pipe for sleeves and exterior locations shall be galvanized in conformance with ASTM A53.
4. Welding Rods / Electrodes: In conformance with the standards, specifications, and recommendations of the American Welding Society (AWS) and in compliance with California Code of Regulations, Title 24, California Building Code, Chapter 22, Section 2209 "Welding," and Chapter 22A, "Steel," Section 2209A, "Welding."
5. Castings: In conformance with ASTM A27, A47, A48, or A536 as applicable to the work.
6. Forgings: In conformance with ASTM A668, of Class indicated or required.
7. Anchors and Bolts: In conformance with ASTM A307, A449, A325, A563, and F436, as applicable. Bolts and studs, nuts, and washers shall be hot-dipped galvanized in accordance with ASTM A153.
8. Fasteners and Accessories: Provide anchors and fasteners, washers, straps, and accessories as required for a complete and finished installation in compliance with ASTM A307. Fasteners shall be stainless steel or galvanized steel as appropriate and approved for the location.

- B. All steel shall be galvanized in accordance with ASTM A123, A386, or coated with a rust-inhibitive protective metal primer suitable for painting. Galvanized metal surfaces indicated to be painted shall be prepared in accordance with ASTM D2092. Galvanized surfaces that have become damaged shall be repaired immediately after installation or reconstruction with galvanizing repair material in accordance with ASTM A780.

- C. Stainless Steel: In compliance with ASTM A304.

2.02 FABRICATION

- A. Fit and shop assemble in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by continuous welds.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FINISHES

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
 - A. Galvanize in accordance with ASTM A123, structural steel members. Provide minimum 1.25 oz/sq ft galvanized coating.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Beginning of installation means erector accepts existing conditions.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete with setting templates, to appropriate sections.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on Drawings.
- D. Perform field welding in accordance with AWS D1.1.
- E. Obtain VTA's approval prior to site cutting or making adjustments not indicated.
- F. After erection, prime welds, abrasions, and surfaces not galvanized, except surfaces to be in contact with concrete.

3.04 ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/8 inch per story (15 feet), non-cumulative.
- B. Maximum Offset From True Alignment: 1/8 inch.

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END OF SECTION 05 50 00

TECHNICAL SPECIFICATIONS

SECTION 06 16 43 GYPSUM SHEATHING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Moisture and mold resistant DensGlass sheathing at interior walls & ceiling.

1.02 RELATED SECTIONS

- A. Section 09 27 00 – Gypsum Board

1.03 REFERENCES

- A. ASTM International (ASTM):
 1. ASTM C473 Standard Test Methods for Physical Testing of Gypsum Panel Products.
 2. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 3. ASTM C1002 Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
 4. ASTM C1177 Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
 5. ASTM C1280 Standard Specification for Application of Gypsum Sheathing.
 6. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
 7. ASTM D6329 Standard Guide for Developing Methodology for Evaluating the Ability of Indoor Materials to Support Microbial Growth Using Static Environmental Chambers.
 8. ASTM E72 Standard Test Methods of Conducting Strength Tests of Panels for Building Construction.
 9. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
- B. Gypsum Association (GA): GA-253 Application of Gypsum Sheathing.

1.04 SUBMITTALS

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- A. Product Data: Manufacturer's specifications and installation instructions for each product specified under materials.

1.05 WARRANTY

- A. Provide products that offer twelve months of coverage against in-place exposure damage (delamination, deterioration and decay).
- B. Manufacturer's Warranty:
 - 1. Five years against manufacturing defects.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. DensGlass Sheathing: Integrates a water-resistant, treated core with fiberglass mat face and back to provide superb protection from the elements. In compliance with ASTM C473 and ASTM C1177, Use of Densglass sheathing by Georgia Pacific or approved equal.
 - 1. Thickness: 5/8 inch.
 - 2. Width: 4 feet.
 - 3. Length: 9 feet.
 - 4. Weight: 2.5 lb/sq. ft.
 - 5. Edges: Square.
 - 6. Surfacing: Fiberglass mat on face, back, and long edges.
 - 7. Racking Strength (Ultimate, not design value) (ASTM E72): Not less than 654 pounds per square foot, dry.
 - 8. Flexural Strength, Parallel (ASTM C1177): 100 lbf, parallel.
 - 9. Humidified Deflection (ASTM C1177): Not more than 1/8 inch.
 - 10. Permeance (ASTM E96): Not more than 17 perms.
 - 11. R-Value (ASTM C518): 0.67.
 - 12. Mold Resistance (ASTM D3273): 10, in a test as manufactured.
 - 13. Microbial Resistance (ASTM D6329, GREENGUARD 3-week protocol): Will not support microbial growth.

2.02 ACCESSORIES

- A. Screws: ASTM C1002, corrosion resistant treated.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions:
 - 1. Inspection: Verify that project conditions and substrates are acceptable, to the installer, to begin installation of work of this section.

3.02 INSTALLATION

- A. General: In accordance with GA-253, ASTM C1280 and the manufacturer's recommendations.

3.03 PROTECTION

- A. Protect gypsum board installations from damage and deterioration until date of Substantial Completion.

END OF SECTION 06 16 43

SECTION 07 90 00 JOINT PROTECTION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide joint sealers, for interior and exterior joints not specified elsewhere, with backing rods and accessories as required for complete installation.
 - 1. Joint sealers include sealants and caulking as indicated.

1.02 RELATED WORK

- A. Section 09 27 00: Gypsum Board. Sealants used for acoustical treatment in conjunction with gypsum board systems.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Firm with minimum five year's successful experience on projects of similar type and size, using specified products.
 - 1. Installers shall be familiar with proper application procedures to ensure maximum joint sealer expansion and contraction capabilities.
- B. General Performance Requirements:
 - 1. Select materials for compatibility with joint surfaces and indicated exposures.
 - 2. Where not indicated, select modulus of elasticity and hardness or grade recommended by manufacturer for each application indicated.

1.04 SUBMITTALS

- A. Product Data: Furnish manufacturer's descriptive literature.
- B. Certifications:
 - 1. Furnish manufacturer's certification joint sealers comply with Contract Documents and are suitable for Project applications.
 - 2. Furnish certification indicating installers are trained in proper use of specified products, qualified, and familiar with proper installation techniques.
- C. Samples: Furnish samples of each type of exposed joint sealer in required colors.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, cure time, and mixing instructions.

1.06 SITE CONDITIONS

- A. Do not proceed with installation of joint sealers under unfavorable weather/moisture conditions.
- B. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer.

1.07 WARRANTY

- A. Repair or replace joint sealers which fail to perform as intended, because of leaking, crumbling, hardening, shrinkage, bleeding, sagging, staining and loss of adhesion.
- B. Warranty Period: Two years.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Elastomeric Sealants: Match existing joint sealers at exterior locations, but not less than following quality.
 - 1. Single Component Low Modulus Silicone Sealant: ASTM C920 Type S, Class 25, Grade NS; minimum 50% expansion and compaction capability.
 - a. Provide at exterior locations not exposed to traffic as required to match existing where silicone.
 - b. Acceptable Manufacturers:
 - 1) General Electric Co./Silpruf, Silglaz or GESIL.
 - 2) Dow Corning Corp./790 or 795.
 - 3) Pecora Corp./864 Architectural Silicone.
 - 4) Or approved equal
 - 2. Multi-Component Polyurethane Sealant: ASTM C920, Type M, Grade NS, Class 25, non-sag; minimum 40% expansion, 25% compaction capability.
 - a. Provide at general, non-traffic exterior locations as required to match existing where polyurethane.
 - b. Acceptable Manufacturers:

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- 1) Tremco Inc./Dymeric 511.
 - 2) Mameco International, Inc./Vulkem 922.
 - 3) Pecora Corp./Dynatrol II.
 - 4) Or approved equal
3. Multi-Component Polyurethane Sealant: ASTM C920, Type M, Grade P, Class 25, self-leveling; minimum 25% expansion and compaction capability.
- a. Provide following at traffic bearing locations.
 - b. Acceptable Manufacturers:
 - 1) Mameco International, Inc./Vulkem 245.
 - 2) Pecora Corp./NR-200 Urexpan.
 - 3) Tremco Inc./THC-900.
 - 4) Or approved equal
4. Mildew-Resistant Silicone Rubber Sealant: ASTM C920, Type S, Grade NS, Class 25, compounded with fungicide, specifically for mildew resistance and recommended for interior joints in wet areas.
- a. Provide at interior joints in wet areas.
 - b. Acceptable Manufacturers:
 - 1) General Electric Co./SCS 1702 Sanitary Sealant.
 - 2) Dow Corning Corp./786 Bathtub Caulk.
 - 3) Pecora Corp./863 #345 White.
 - 4) Or approved equal
- B. Non-Elastomeric Sealants:
1. Acrylic-Emulsion Sealant: ASTM C834 acrylic or latex-rubber-modified acrylic sealant, permanently flexible, non-staining and nonbleeding; recommended for general interior exposure.
 - a. Provide at general interior applications.
 - b. Acceptable Manufacturers:
 - 1) Pecora Corp./AC-20.
 - 2) Sonneborn Building Products/Sonolac.
 - 3) Tremco Inc./Acrylic Latex.
 - 4) Or approved equal
- C. Miscellaneous Materials:
1. Primers/Sealers: Non-staining types recommended by joint sealer manufacturer for joint surfaces to be primed or sealed.

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2. Joint Cleaners: Non-corrosive types recommended by joint sealer manufacturer; compatible with joint forming materials.
 3. Bond Breaker Tape: Polyethylene tape as recommended by joint sealer manufacturer where bond to substrate or joint filler must be avoided for proper performance of joint sealer.
 4. Sealant Backer Rod: Compressible polyethylene foam rod or other flexible, permanent, durable nonabsorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer.
 - a. Oversize backer rod minimum 30% to 50% of joint opening.
- D. Colors: Match existing.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare joint surfaces in accordance with ASTM C1193 and as recommended by joint sealer manufacturer.
- B. Clean joint surfaces immediately before installation of joint sealer; remove dirt, insecure materials, moisture and other substances which could interfere with bond of joint sealer.
- C. Prime or seal joint surfaces where recommended by joint sealer manufacturer; do not allow primer/sealer to spill or migrate onto adjoining surfaces.
- D. Ensure protective coatings on surfaces in contact with joint sealers have been completely stripped.

3.02 INSTALLATION

- A. Comply with manufacturer's printed instructions and ASTM C1193, except where more stringent requirements are shown or specified.
 1. Elastomeric Sealants: Comply with ASTM C962 for installation of elastomeric joint sealants.
 2. Acrylic Sealants: Comply with ASTM C790 for installation of acrylic joint sealants.
- B. Set sealant backer rods at proper depth or position in joint to coordinate with other work, including installation of bond breakers and sealant; do not leave voids or gaps between ends of backer rods.
 1. Do not stretch, twist, puncture or tear backer rods.
- C. Install bond breaker tape where required by manufacturer's recommendations to ensure joint sealers will perform properly.
- D. Size materials to achieve required width/depth ratios.

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- E. Employ installation techniques which will ensure joint sealers are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of bond surfaces equally on opposite sides.
- F. Joint Configuration: Fill sealant joint to a slightly concave surface, slightly below adjoining surfaces, as defined by ASTM C962.
- G. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so that joint will not trap moisture or dirt.
- H. Install joint sealers to depths recommended by joint sealer manufacturer but within the following general limitations, measured at center (thin) section of bead.
 - 1. Horizontal Joints: 75% width with minimum depth of 3/8".
 - 2. Elastomeric Joints: 50% width with minimum depth of 1/4".
 - 3. Non-elastomeric Joints: 75% to 125% of joint width.
- I. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces.
 - 1. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.
- J. Cure joint sealers in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.
- K. Maintain finished joints free of embedded matter, ridges and sags.

END OF SECTION 07 90 00

SECTION 08 14 00 WOOD DOORS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide 20 minutes fire rated flush face solid core wood door and metal frame to match existing.

1.02 RELATED WORK

- A. Section 08 71 00: Door Hardware

1.03 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A208.1: Building Board (Wood Particle Board), Hard Pressed, Vegetable Fiber.
- B. Woodwork Institute (WI): Architectural Woodwork Standards.
- C. National Wood Window and Door Association (NWWDA): I.S.1 Series Industry Standard for Wood Flush Doors.
- D. Underwriters Laboratories Inc. (UL): Building Materials Directory.
 - 1. Materials tested, labeled and inspected by Warnock Hersey International are acceptable upon approval of authorities.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate general construction, jointing methods, hardware locations, and locations of cut-outs.
- B. Product Data: Manufacturer's literature.
 - 1. Quality Marking: Provide quality marking on each door certifying compliance with applicable requirements of NWWDA I.S.1 or provide certification of compliance.

1.05 SITE CONDITIONS

- A. Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized in accordance with referenced standards requirements applicable to Project location.

1.06 WARRANTY

- A. Provide for replacing, rehangng and refinishing wood doors exhibiting defects in materials or workmanship including warp and delamination.

- B. Warranty Period: Two years.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Algoma Hardwoods, Inc.
- B. Eggers Industries Architectural Door Division.
- C. Haley Architectural Doors
- D. Or approved equal.

2.02 MATERIALS

- A. General: Provide flush solid core wood doors with hardboard faces.
 - 1. Wood doors shall be kiln dried with moisture content of not more than 6 to 12 percent.
 - 2. Comply with the requirements of Window and Door Manufacturer's Association (WDMA) Specifications I.S.1A and Woodwork Institute (WI) "Architectural Woodwork Standards" Section 9.
- B. Type: Flush interior doors, 1-3/4 inches thick, solid core, 3-ply construction with hardboard faces suitable for the application of opaque paint finish.
- C. Core: Solid core mat formed particleboard, ANSI A208.1, 1-LD-1 Grade
 - 1. Core Bonding Adhesive: Resins in compliance with ANSI A208.1.
 - 2. Bonding: Glue stiles and rails to core and sand core assembly prior to applying faces.
 - 3. Glue Bond: Type II water resistant adhesive.
 - 4. Blocking: Provide 5 inches wide minimum wood blocking for installation of locksets, closers, exit devices, kick plates, and other hardware items. Eliminate the need for through-bolting.
- D. Stiles: 1-3/8 inches minimum solid wood.
- E. Top and Bottom Rails: 1-1/8 inches minimum solid wood.
- F. Face: Hardboard. Finish all exposed surfaces and edges smooth and free from marks, blemishes, or defacements of any kind caused by workmanship or manufacture.
- G. Factory prime wood doors with one coat of wood primer in preparation for site applied opaque paint finish.

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PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install wood doors in accordance with manufacturer's recommendations and installation instructions, and reference standards, plumb and square, and with maximum diagonal distortion of 1/16".
 - 1. Coordinate hardware installation with requirements of Section 08 71 00 – Door Hardware.
- B. Rehang or replace doors which do not swing or operate freely.
- C. Protection: Protect doors as recommended by door manufacturer to ensure doors are without damage at time of substantial completion.

END OF SECTION 08 14 00

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SECTION 08 71 00 HARDWARE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide hardware for wood doors.
- B. Provide cylinders for doors fabricated with hardware.

1.02 RELATED WORK

- A. Section 08 14 00: Wood Door

1.03 QUALITY ASSURANCE

- A. Fire Rated Doors: Comply with requirements of NFPA 80 and applicable codes for fire rated door hardware; provide hardware bearing Underwriters Laboratory (UL) labels.
 - 1. Doors indicated in fire rated partitions and walls shall be positive latching and self-closing, with smoke gaskets.
- B. Access for Persons with Disabilities: Comply with California Building Code and Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- C. Supplier: Recognized builders hardware supplier with minimum five year's successful experience in scheduling and furnishing hardware.
 - 1. Provide services of architectural hardware consultant to supervise hardware supply.
- D. Products: Provide each type of hardware (hinges, locksets, latchsets, closers, trim) from single manufacturer unless otherwise indicated in Hardware Schedule.

1.04 REFERENCES

- A. ANSI A115 and A115W Series: Door and Frame Preparation Standards.
- B. ANSI A156.1 through A156.20: Standards for various hardware items.
- C. National Fire Protection Association: NFPA 80, Fire Doors and Windows.
- D. California Building Code: California Code of Regulations, Title 24, Part 2.
- E. Americans with Disabilities Act Accessibility Guidelines (ADAAG).

1.05 SUBMITTALS

- A. Shop Drawings: Indicate locations and mounting heights of hardware.
 - 1. Supply templates to door and frame manufacturers for proper and accurate sizing and locations of cut-outs for hardware.

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B. Product Data: Submit catalog cuts for each type of hardware.

1. Keying Schedule: Coordinate directly with VTA's Representative.

C. Samples: Indicate required style and finish.

1. Closeout Submittal: Record actual locations of installed cylinders and master key codes on Project Record Documents.

1.06 PREINSTALLATION CONFERENCE

- A. Convene not less than one week prior to commencing Work of this section.
- B. Include persons involved with installation of doors, frames, and hardware.

1.07 OPERATION AND MAINTENANCE DATA

- A. Provide manufacturer's parts list and maintenance instructions for each type of hardware supplied and necessary wrenches and tools required for proper maintenance of hardware.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver hardware in manufacturer's original packages, marked for intended opening and use.
- B. Pack complete with necessary screws, bolts, keys, instructions, and installation template, if necessary, for spotting mortising tools.
- C. Upon delivery, furnish complete list of hardware for checking, clearly marked to correspond with marking on each package.
 1. Review list for completeness and accuracy.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide hardware for new and existing doors as indicated on the Drawings to match existing unless otherwise specified. Provide all items of hardware required to complete the Work in accordance with these Contract Documents. Provide all items required for complete code compliant functional operation at each door opening. Items not specifically identified, but necessary to complete the Work shall be furnished, matching in quality and finish the items specified for similar locations.
- B. Acceptable Manufacturers: Provide manufacturers specified and manufacturers listed in Hardware Schedule, with references to catalog numbers and designations.
- C. Templates: Furnish templates or physical hardware items to manufacturers concerned sufficiently in advance to avoid delay in Work.
- D. Reinforcing Units: Furnished by door manufacturer, coordinated by hardware manufacturer.

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- E. Fasteners: Furnish as recommended by manufacturer and as required to install secure hardware.
 - 1. Finish: Match hardware.
 - 2. Furnish screws for items applied on gypsum board sufficiently long to provide solid connection to framing or backing
- F. Electrical and Mechanical: Make provisions and coordinate requirements for mechanical and electrical devices in connection with hardware.

2.02 HARDWARE ITEMS

- A. Review Drawings for hardware group locations and door types; where not fully covered in Hardware Schedule, comply with following general requirements; inform VTA where conflicts occur.
 - 1. Provide hardware items with accessories complete to function as intended.
- B. Hinges and Butts: ANSI A156.1; comply with following unless otherwise indicated.
 - 1. Acceptable Manufacturers:
 - a. Stanley Hardware Division of Stanley Works.
 - b. Hager Hinge Co.
 - c. McKinney Products Co., Division of Essex Industries.
 - d. Or approved equal.
 - 2. Doors 1-3/4" Thick: 4-1/2" heavy weight, extra heavy weight ball or oilite bearing where over 40" wide.
 - a. Provide widths sufficient to clear trim projection when door swings 180 degrees.
 - 3. Provide nonferrous butts with non-rising at interior doors; stainless steel where labeled; steel butts at labeled interior doors.
 - 4. Provide ball bearing or oilite bearing hinges at doors with closers.
 - 5. Tips: Flat button tips with matching plug.
- C. Locking Devices: Provide of metal matching specified finish; interior parts of steel and zinc-dichromate plating, to resist rusting and corrosion; do not supply plastic, die-cast or aluminum mechanisms.
 - 1. Acceptable Manufacturers:
 - a. Schlage Lock Co.
 - b. Von Duprin.
 - c. Or approved equal.

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2. Cylindrical Locksets: ANSI A156.2, Series 4000, Grade 1, Bored Type (cylindrical) with 6 pin tumbler cylinders, except where otherwise indicated in Hardware Schedule.
 3. Panic Devices: As indicated in Hardware Schedule.
 4. Lockset and Latchset Design: Solid lever with rose, as selected by VTA.
 5. Backset: 2-3/4".
 6. Strikes: Furnish standard strikes with extended lips where required to protect trim from being marred by latch bolt; verify type of cutouts provided in metal frames.
- D. Cylinders, Keys, and Keying: Hardware manufacturers shall provide for grand master, master key alike or key different keying as directed by VTA to match existing grand master keying.
1. Provide cylinders of extruded brass bar material.
 2. Provide construction cylinders for doors requiring locking during construction; construction cylinders shall be removed and replaced just prior to VTA occupancy.
 3. Submit keys for final use to VTA; provide not less than two keys for each lockset, six of each type and level of master key, two grand master keys, and 5% extra blanks.
 4. Hardware manufacturers shall key and register lock cylinders.
 5. Key Control System: Provide complete key control system with identification and storage capacity suitable for Project.
- E. Closers: ANSI A156.4, furnish products of one manufacturer; full rack and pinion type with steel spring and non-freezing hydraulic fluid.
1. Acceptable Manufacturers:
 - a. LCN Closers Division Schlage Lock Co.
 - b. Substitutions: Not permitted; to match existing.
 2. Provide controls for regulating closing, latching, speeds and back check.
 3. Arm types shall suit individual conditions, as approved; supply parallel-arm closers at reverse bevel doors and where doors swing full 180 degrees.
 4. Mount closers on room side or pull side unless otherwise indicated.
 5. Sizes: Adjustable to following maximum door operating pressures:
 - a. Interior Doors: 5 pounds.
 - b. Exterior Doors: 8.5 pounds.
 - c. Fire Rated Doors: 15 pounds.
 - d. Make labeled doors self-closing.
 - e. Closers shall be adjusted by factory representative.

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6. Design: ANSI Modern Type with Cover, unless otherwise indicated.
- F. Thresholds, Stops, Trim, and Miscellaneous Hardware: Provide as indicated, as specified, as included in Hardware Schedule, and as required for complete installation.
 1. Acceptable Manufacturers:
 - a. Adams Rite.
 - b. Builders Brass Works Corp.
 - c. Glynn-Johnson Co.
 - d. H.B. Ives.
 - e. National Guard Products.
 - f. Pemko Mfg. Co.
 - g. Quality Hardware Mfg. Co., Inc.
 - h. Reese Hardware.
 - i. Richard Wilcox.
 - j. Rixson-Firemark Sub., Yale Security, Inc.
 - k. Trimco, Triangle Brass Mfg. Co.
 - l. Zero International, Inc.
 - m. Or approved equal.
 2. Fire Rated Gaskets: Provide continuous fire rated gaskets at top and sides of fire rated doors.
- G. Through Bolts: Through bolts and grommet nuts shall be avoided on door faces in highly visible areas, unless no alternative is possible, as directed and approved, and shall not be used for solid wood core doors.

2.03 FINISHES

- A. Refer to Hardware Schedule.
- B. Other Items: Provide manufacturer's standard finishes to match similar hardware types on same door, and maintain acceptable finish considering anticipated use.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install finish hardware specified under this section; coordinate with manufacture and installation of doors and frames.
- B. Fit hardware prior to painting, then remove for painting of doors and frames before final installation of hardware.
- C. Install hardware in accordance with manufacturer's instructions.
- D. No extra cost will be allowed because of changes or corrections necessary to facilitate installation of hardware.

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3.02 MOUNTING POSITIONS

- A. Heights given are center line heights from finished floor.
 - 1. Locks and Latches: 38" to center of lever.
 - 2. Door Pulls: 42" to center of grip.
 - 3. Push-Pull Bar: 42" to center of bar.
 - 4. Top Hinge: To jamb manufacturer's standard, but not greater than 10" from head of frame to center line of hinge.
 - 5. Bottom Hinge: To jamb manufacturer's standard, but not greater than 12-1/2" from floor to center line of hinge.
 - 6. Intermediate Hinges: Equally spaced between top and bottom hinges and from each other.
 - 7. Hinge Mortise on Door Leaf: 1/4" to 5/16" from stop side of door.
 - 8. Dead Bolt: Not more than 44" from floor to operating lever.
- B. Comply with recommendations of Builders Hardware Manufacturers Association, subject to approval, for heights of items not indicated.

3.03 ADJUSTMENT

- A. Qualified hardware supplier's or manufacturer's representatives shall inspect installation and make adjustments.
 - 1. Adjust closers, locks, and critical operational hardware.
 - 2. Deliver instructions for maintenance and future adjustments to VTA's representative.

3.04 HARDWARE SCHEDULE

- A. The Hardware Schedule establishes a type and standard of quality.
 - 1. Manufacturer Abbreviations in Hardware Schedule:
 - a. ST: Stanley.
 - b. SC: Schlage.
 - c. VD: Von Duprin.
 - d. LC: LCN.
 - e. GJ: Glynn-Johnson.
 - f. IV: Ives.
 - g. NG: National Guard Products.
 - h. PK: Pemko

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- B. Examine Drawings and Specifications and furnish proper hardware for door openings, whether listed or not.
- C. Bring omissions to attention of VTA prior to bid opening for instructions; otherwise, list will be considered complete; no extras will be allowed.
- D. Hardware Groups: Refer to Drawings.
 - 1. Group A: Door 1 Janitor Supply Closet.

Each door to have the following.

a.	3	Hinges	CB1960	630	ST
b.	1	Lockset	to match existing		
c.	1	Door Stop	60C	626	GJ
d.	1	Set of Silencers	SR 64	Grey	
e.	1	Door Closer	D-3551	689	ST
f.	1	Smoke seal	5050C		NG

END OF SECTION 08 71 00

**VTA CHABOYA RESTROOM RENOVATIONS
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SECTION 09 27 00 GYPSUM BOARD

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide gypsum board systems at light gauge metal or wood framing, joint treatment, acoustical accessories, and general accessories for complete installation.
- B. Patch draft stops above ceiling.

1.02 RELATED WORK

- A. Section 06 16 43: Gypsum sheathing

1.03 QUALITY ASSURANCE

- A. Standards: Perform gypsum board systems work in accordance with recommendations of ASTM C754 and ASTM C840 unless otherwise specified.
 - 1. Loads: Comply with applicable requirements of Uniform Building Code, 1997 Edition for design of metal framing for gypsum board systems.
 - a. Deflection: Provide for maximum L/240 typical.
 - 2. Seismic Requirements: Comply with code requirements for seismic bracing.
- B. Fire-Rated Assemblies: Listed by Underwriter's Laboratory, Gypsum Association (GA) File No's in GA-600 Fire Resistance Design Manual, or other listing approved by applicable authorities.
- C. Systems Responsibility: Provide products manufactured by or recommended by manufacturer of gypsum board to maintain single-source responsibility for system.
- D. Openings: Obtain dimensions and locations from other trades and provide openings and enclosures for accessories, specialties, equipment, and ductwork.

1.04 REFERENCES

- A. ASTM C754: Installation of Steel Framing Members to Receive Screw-Attached Gypsum Wallboard, Backing Board, or Water-Resistant Backing Board.
- B. ASTM C840: Application and Finishing of Gypsum Board.

1.05 SUBMITTALS

- A. Product Data: Furnish manufacturer's literature for framing, insulation, gypsum board, and acoustical accessories.
- B. Certification: Furnish manufacturer's certification indicating products comply with Contract Documents and applicable codes.

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1.06 PROJECT CONDITIONS

- A. Maintain areas to receive gypsum board at minimum 50 degree F for 48 hours prior to application and continuously after application until drying of joint compound is complete; comply with ASTM C840.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. United States Gypsum Co., USG Corp.
- B. Georgia-Pacific Corp.
- C. National Gypsum Co.
- D. Domtar Gypsum.
- E. Or approved equal.

2.02 MATERIALS

- A. Framing Materials: Comply with ASTM C754; where not otherwise indicated, provide gages as recommended by manufacturer for spans and loads indicated and as required by applicable codes.
 - 1. Studs: ASTM C645, screw-type Cee-shaped.
 - 2. Runners: Match studs.
 - 3. Fasteners and Anchorages: As recommended by gypsum board system manufacturer.
- B. Gypsum Board: Comply with ASTM C840; maximum permissible lengths; ends square cut, tapered edges on boards to be finished.
 - 1. Typical: ASTM C36, Type X, fire rated gypsum board, unless otherwise indicated.
- C. Gypsum Board Accessories: Comply with ASTM C840.
 - 1. Provide protective coated steel corner beads and edge trim; type designed to be concealed in finished construction by tape and joint compound.
 - 2. Corner Beads: Manufacturer's standard metal beads.
 - 3. Edge Trim: "L", "LK", or "LC" casing beads.
 - 4. Reinforcing Tape, Joint Compound, Adhesive, Water, Fasteners: Types recommended by system manufacturer and conforming with ASTM C475.
 - a. Typical Joint Compound: Chemical hardening type for bedding and filling, ready-mixed or powder vinyl type for topping.
 - 5. Control Joints: Back to back casing beads.

TECHNICAL SPECIFICATIONS

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- a. Back control joints with 4 mil thick polyethylene air seal.
- D. Acoustical Accessories:
- 1. Acoustical Insulation: Preformed mineral fiber, ASTM C665, Type I; friction fit type without integral vapor barrier; as required to meet STC ratings indicated, or of thickness indicated.
 - 2. Acoustical Sealant: ASTM C919, type recommended for use in conjunction with gypsum board.
 - a. Type: Paintable, non-shrinking and non-cracking where exposed, nondrying, nonskinning, nonstaining, and nonbleeding where concealed.
 - 3. Electrical Box Pads: Provide at outlet, switch and telephone boxes in walls with acoustical insulation.
 - a. Non-Fire Rated Partitions: Harry A. Lowry & Associates, Sun Valley, CA/Lowry's Electrical Box Pads.
 - b. Fire Rated Partitions: Hevi-Duty Nelson, Tulsa, OK/Fire Rated FSP Firestop Putty Pads (available through Paul Aliotti, 510-672-7523).

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Metal Framing Erection: Erect metal framing in accordance with ASTM C754 and manufacturer's recommendations.
 - 1. Install members true to lines and levels to provide surface flatness with maximum variation of 1/8" in 10'-0" in any direction.
 - 2. Door Opening Framing: Install double studs at door frame jambs; install runners on each side of opening at frame head height between jamb studs and adjacent studs.
 - 3. Install metal framing backing where required for support of fixtures, cabinets, accessories and hardware.
 - 4. Coordinate installation of bucks, anchors, blocking, electrical and mechanical work which is to be placed in or behind partition framing; allow items to be installed after framing is complete.
 - 5. Provide bracing as required by code.
- B. Gypsum Board Installation: Install in accordance with ASTM C840 and manufacturer's recommendations.
 - 1. Use screws when fastening gypsum board to furring and to framing.
 - 2. Erect gypsum board with ends and edges occurring over firm bearing.

TECHNICAL SPECIFICATIONS

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3. For fire rated systems comply with requirements for fire ratings.
 4. Place control joints to be consistent with lines of building spaces and as directed by Architect.
 - a. Provide where system abuts structural elements.
 - b. Provide at dissimilar materials.
 - c. Lengths exceeding 30'-0" in partitions.
 - d. Ceiling areas exceeding 50'-0" or 2500 square feet.
 - e. Wings of "L", "U" and "T" shaped ceilings.
 5. Place corner beads at external corners; use longest practical lengths.
 6. Place edge trim where gypsum board abuts dissimilar materials.
 7. Tape, fill, and sand exposed joints, edges, corners and openings to produce surface ready to receive finishes; feather coats onto adjoining surfaces.
 8. Finishing: Comply with Gypsum Association (GA) "Levels of Gypsum Board Finish".
 - a. GA Level 4, three coat finishing and sanding is required for surfaces indicated to be painted; provide flush, smooth joints and surfaces ready for applied paint finishes.
 9. Remove and replace defective work.
- C. Acoustical Accessories Installation.
1. Place acoustical insulation tight within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
 2. Place acoustical sealant within partitions in accordance with manufacturer's recommendations; install acoustical sealant at gypsum board perimeter at:
 - a. Metal Framing: One or two beads.
 - b. Base layer and face layer.
 - c. Penetrations of partitions.
 3. Tolerance: Maximum 1/4" space between gypsum board at floor, ceiling, and penetrations.
 4. Install electrical box pads with pads molded and pressed on back side of box, closing openings, in accordance with manufacturer's instructions, for complete acoustical barrier.

END OF SECTION 09 27 00

**VTA CHABOYA RESTROOM RENOVATIONS
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SECTION 09 91 00

PAINTING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide painting and finishing of new exposed items and surfaces, repainting of all existing items and surfaces, and painting of new gypsum sheathing ceiling.
 - 1. Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work.
 - 2. Painting and finishing include field finishing of exterior and interior items not listed as "Surfaces Not To Be Painted" unless clearly indicated otherwise.
 - 3. Painting and finishing include field finishing of select shop finished items where indicated as required to match adjacent surfaces, such as mechanical grilles and registers.
 - 4. Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work in occupied spaces.
- B. Refinish entire surfaces as necessary to provide even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

1.02 RELATED WORK

- A. Shop Priming: Shop priming of ferrous metal items is included under various Specification sections.

1.03 SURFACES NOT TO BE PAINTED

- A. Prefinished items including finished metal surfaces.
- B. Walls and ceilings in concealed areas and generally inaccessible areas.
- C. Moving parts of operating mechanical and electrical units.
- D. Labels: Keep equipment identification and fire rating labels free of paint.
- E. Plastic smoke stops and weatherstripping at doors.

1.04 SUBMITTALS

- A. Product Data: Manufacturer's technical information, including paint label analysis and application instructions for each material.

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1. Provide certificate from each manufacturer stating material is top quality line and suitable for intended use on this Project.
- B. Samples: Submit samples for review of color and texture; provide list of material and application for each coat of each finish sample.
 1. Duplicate painted finishes of approved samples on actual wall surfaces and components for approval prior to commencing work.
 - a. Size: Minimum 100 ft², located where approved.
 - b. Components: One full component as directed.
 - c. Simulate finished lighting conditions for review.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, with:
 1. Name of material, color and sheen.
 2. Manufacturer's name, stock number and date of manufacture.
 3. Contents by volume, for major pigment and vehicle constituents.
 4. Thinning and application instructions.

1.06 SITE CONDITIONS

- A. Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90 degrees F.
- B. Apply solvent-thinned paints when temperature of surfaces and surrounding air are between 45 and 95 degrees F.
- C. Do not apply paint in rain, fog or mist; or when relative humidity exceeds 85 percent; or to damp or wet surfaces.
- D. Painting may be continued during inclement weather if areas to be painted are enclosed and heated within temperature limits specified.

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PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Sherwin-Williams Co.
- B. Kelly-Moore Paint Company
- C. Dunn-Edwards Corp.
- D. ICI Dulux Paints.
- E. PPG Architectural Finishes
- F. Or approved equal

2.02 MATERIALS

- A. Definition: "Paint" as used herein means coating systems including primers, emulsions, enamels, stains, sealers and fillers, whether used as prime, intermediate or finish coats.
- B. Material Quality: Provide top line quality commercial grade (professional painter) paints; materials not bearing manufacturer's identification as a best-grade product shall not be acceptable.
 - 1. Primers: Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified.
 - 2. Undercoats and Barrier Coats: Provide undercoat paints produced by same manufacturer as finish coats; use only thinners approved by paint manufacturers and use only within recommended limits.
 - 3. Finish Coats: Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments.
 - a. Typical Color: Match Sherwin-Williams/Dover White SW6385 or Dover White color No. KM3977-1 by Kelly Moore.
 - b. Color pigments: Pure, non-fading, applicable types to suit substrates and service indicated; no lead content permitted.
 - 4. Finish Coat Coordination: Provide finish coats which are compatible with prime paints, undercoats, and barrier coats used.
 - a. Review other Specification sections in which prime paints are provided; ensure compatibility of total coatings systems.
 - b. Upon request from other trades furnish information on characteristics of finish materials proposed for use.

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- c. Provide barrier coats over incompatible primers or remove and re-prime as required.
 - d. Notify VTA in writing of any anticipated problems in use of specified coating systems with substrates primed by others.
- C. Colors and Finishes: Prior to commencement of painting work, VTA will furnish color chips for surfaces to be painted.
 - 1. Use of proprietary names in color selection is not intended to imply exclusion of equivalent products of other manufacturers.
 - 2. Final acceptance of colors will be from samples applied on site.
- D. Volatile Organic Compounds: Provide materials with minimal volatile organic compounds (VOC); comply with applicable requirements.
 - 1. Materials: Approved for use by applicable air quality management district for limitations of volatile organic compounds for architectural or special coatings as applicable.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Inspection: Examine areas and conditions under which painting work is to be applied.
 - 1. Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any particular area.
 - 2. Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas.
 - 3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film.
- B. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.
 - 1. Existing Painted Finishes:
 - a. Clean existing painted surfaces and remove oil, grease, dust, stains, scale, efflorescence, mildew, mold, algae, blisters, and non-adhering paint.
 - b. Measure adhesion of existing paints using ASTM D3359 tape test; remove existing coatings not achieving minimum ratings of 9 to 10.
 - c. Feather edges of severely deteriorated paint where several coats are removed as part of cleaning, to provide smooth transition for new paint.
 - d. Fill holes, cracks, and defects and fill and sand smooth, ready for new paint finish.

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- C. Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting; after painting reinstall removed items.
- D. Clean surfaces before applying paint; remove oil and grease prior to mechanical cleaning; program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.
- E. Wood: Clean wood surfaces of dirt, oil, and other foreign substances; sandpaper smooth surfaces exposed to view and dust off.
 - 1. Scrape and clean seasoned knots and apply thin coat of recommended knot sealer, before application of priming coat.
 - 2. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job; prime edges, ends, faces, undersides, and backsides of wood.
 - 3. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler; sandpaper smooth when dry.
- F. Ferrous Metals: Touch up shop-applied prime coats wherever damaged or bare, using same type of primer.
 - 1. Bare Surfaces: Clean surfaces which are not galvanized or shop-coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
 - 2. Galvanized Surfaces: Clean free of oil and surface contaminants, using non-petroleum based solvent; primer and touch-up primer to be zinc-rich primer.
- G. Mix painting materials in accordance with manufacturer's directions.
- H. Store materials in tightly covered containers; maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- I. Stir materials before application to produce mixture of uniform density and stir as required during application; do not stir surface film into material, if necessary, strain material before using.

3.02 APPLICATION

- A. Apply paint in accordance with manufacturer's directions; use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance.
 - 2. Provide extra attention to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces.
 - 3. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces; paint surfaces behind permanent-fixed equipment and furniture with prime coat only.

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4. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
 5. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 6. Finish doors on tops, bottoms and side edges same as faces.
 7. Sand lightly between each succeeding enamel and each varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or prepared for painting as soon as practicable after preparation.
1. Allow time between successive coatings to permit proper drying.
 2. Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer.
- D. Prime Coats: Apply to items not previously primed; recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.
- E. Finish Coats: Provide even texture; leave no laps, irregularity in texture, skid marks, or other surface imperfections.
1. Opaque Finishes: Provide opaque, uniform finish, color and coverage; cloudiness, spotting, holidays, brush marks, runs, sags, ropiness and other surface imperfections are not acceptable.
 2. Transparent Finishes: Produce glass smooth surface film of even luster; provide with no cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, and other surface imperfections.
- F. Completed Work: Match approved samples for color, texture and coverage; remove, refinish or repaint work not accepted.

3.03 PAINTING SCHEDULE

- A. Interior Work: Provide following paint systems.
1. Gypsum Board Systems: Eggshell (satin) sheen at walls, flat sheen at ceilings, semigloss sheen at toilet rooms.
 - a. 1st Coat: Universal primer.
 - b. 2nd and 3rd Coat: Interior latex or acrylic latex emulsion.
 2. Metal: Semigloss sheen.
 - a. 1st Coat: Touch-up primer, prime if none.

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- b. 2nd and 3rd Coat: Alkyd or 100% acrylic enamel.
- 3. Opaque Finished Wood: Semigloss sheen.
 - a. 1st Coat: Primer undercoat.
 - b. 2nd and 3rd Coat: Alkyd or 100% acrylic enamel.
- B. Sheens: Comply with ASTM D523, reflectance of paint.
 - 1. Flat: 1-10.
 - 2. Satin: 15-30.
 - 3. Eggshell: 30-45.
 - 4. Semigloss: 45-75.
 - 5. Gloss: 75-100.

3.04 CLEAN-UP, PROTECTION AND REPAIR

- A. Clean-Up: During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each workday.
 - 1. Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.
- B. Protection: Protect work of other trades, whether to be painted or not; correct damage by cleaning, repairing or replacing, and repainting, as acceptable to VTA.
 - 1. Provide "Wet Paint" signs to protect newly-painted finishes.
 - 2. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- C. Repair: At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces.

3.05 FIELD QUALITY CONTROL

- A. VTA reserves right to invoke material testing procedure at any time during field painting.
- B. If test results show material being used does not comply with specified requirements, Contractor may be directed to remove non-complying work, pay for testing, and repaint surfaces.

END OF SECTION 09 91 00

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SECTION 10 21 13 RESTROOM COMPARTMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. Provide Phenolic Toilet Partitions, Floor and Wall Mounted with Overhead Headrail and door as indicated on the Drawings and as required by actual conditions of the building. Include the furnishing of all necessary screws, special screws, bolts, special bolts, expansion shields and all other devices necessary for the proper installation and application of the Toilet Partitions.

1.02 Not Used

1.03 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 10 28 00 - Restroom Accessories

1.04 QUALITY ASSURANCE

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting of the work.
- B. Inserts and Anchorages: Furnish and coordinate delivery of inserts and anchoring devices, which must be built into other work for installation of toilet partitions and related work.

1.05 SUBMITTALS

- A. Manufacturer's Data: Submit copies of manufacturer's detailed technical data for materials, fabrication and installation. Include catalog cuts of hardware, anchors, fastenings and accessories.
- B. Shop Drawings: Submit shop drawings for fabrication and erection of toilet partition assemblies which are not fully described in manufacturer's data. Show all anchorage and accessory items. Submit setting drawings, templates and instructions for the installation of anchorage devices built into other work.
- B. Samples: Submit 2"x2" samples illustrating panel finish, color and sheen.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- A. Partition System International (PSISC)
- B. Bradley Corporation
- C. Accurate Partition Corporation
- D. METPAR

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- E. Or approved equal

2.02 MATERIALS

- A. Provide materials which have been selected for their surface flatness and smoothness. Exposed surfaces that exhibit pitting, seam marks, roller marks, stains, discoloration, or other surface imperfections on the finished units are not acceptable.
- B. Door, Panel, Screen and Pilaster Core: Manufacturer's standard minimum ¾" thickness.
- C. Mounting Brackets: Manufacturer's standard design for attaching panels to walls and pilasters, as follows: Stirrup-type single-ear, double-ear and U-brackets or Stainless steel continuous brackets at the urinal screens..
- D. Hardware and Accessories: Manufacturer's standard design, heavy duty operating hardware and accessories, as follows: stainless steel or manufacturer recommendation.
- E. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel finished to match hardware. Use theft-resistant (one-way) type heads and nuts for exposed anchorages. For concealed anchors use hot-dip galvanized, cadmium-plated, or other rust-resistant protective coated steel.
- F. Color: Charred Form wood 6416 color or approve equal.

2.03 FABRICATION

- A. General: Furnish standard doors, panels and pilasters fabricated for the partition system, unless otherwise indicated.
- B. Furnish units with cutouts, drilled holes and internal reinforcement to receive partition-mounted hardware, as indicated.
- C. Construction: Construct Doors, Panels, and Pilasters
 - 1. Doors: 3/4 inch thick. Height by manufacturer standard sizes.
Furnish 24" wide doors, except as specified below
Furnish 36" wide (clear opening) swing out doors at stalls for use by the handicapped
 - 2. Panels: ¾ inch thick. Height by manufacturer standard sizes.
 - 3. Furnish complete with anchorages and supporting framework for installation in other work.
- D. Pilasters: 3/4 inches thick, constructed from solid phenolic core. "L" type brackets shall be attached to the floor edge of the pilaster using torx-head thru-bolts. Pilaster shall be attached to the floor using 3/8-16 stainless steel wedge anchors, hex nuts and washers. Shoes are 1-piece, 4" high, 300 series stainless steel with #4 satin brush finish and are secured to face of the pilaster using torx-head screws.
- E. Headrail: Manufacturer supply and recommendation and shall be securely attached to wall and pilasters with manufacturer's fittings in such a way as to make a strong and rigid installation. All joints in headrails shall be made at pilaster.

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- F. Hardware: Furnish hardware for each compartment in the partition system as follows:
1. Hardware and Fittings: Mills standard hardware is constructed from cast stainless steel with a satin brushed finish or stamped stainless steel (door hinge only). All panel-to-pilaster, panel-to-wall, and pilaster-to-wall connections shall be made with full height continuous channels. All door hardware shall be chrome plated zinc die castings, standard. Doors shall be equipped with a gravity type hinge mounted on the lower pilaster hinge bracket. Door hinges shall be wrap-around style and adjustable to permit the door to rest at any position when not latched. Each door shall be fitted with a combined coat hook and bumper and a concealed latch, with face mortised flush with edge strip of door. Barrier-free doors shall include thumb turn lever to latch without fingertip grip application. Both standard and barrier-free latches shall have a turn slot designed to allow emergency access from exterior. The combined full length extruded aluminum door stop and keeper shall have a 1/4 inch wide continuous rubber bumper locked in place the length of the stop. To cover the sight-line gap at door hinge side, full length extruded aluminum filler channel shall be provided. The "no sightline" continuous stop and hinge filler shall to match door and pilaster finish. Threaded upper hinge pin shall have a metal core and self-lubricating nylon sleeve to ensure smooth, quiet operation. Pilaster shoes shall be welded one-piece design made from polished stainless steel. Two-piece shoes that can disassemble when kicked are unacceptable.
 2. Coat Hook: Manufacturer's standard unit, combination hook-bumper.
 3. Door Pulls: Manufacturer's standard unit.
- G. Urinal Screen: 3/4" thick, Wall mount with two brackets

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Examine all site conditions. Do not install partitions until all conditions that would prevent the proper application and installation of partitions have been corrected.
- B. Install toilet partitions in accordance with manufacturer's instructions and approved shop drawings.
- C. After installation has been completed, provide for an inspection of all Toilet Partitions to determine that all items have been supplied and installed correctly. Check operation and make adjustments required.
- D. At final completion, leave Toilet Partitions clean and free of any damage or disfigurement. Replace any Toilet Partitions found to be damaged or defective.
- E. Provide proper protection of Toilet Partitions until completion of the project.

END OF SECTION 10 21 13

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SECTION 10 28 00 RESTROOM ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Work Included: Provide all materials, labor, equipment, tools and transportation necessary to furnish and install or re-install toilet accessories including mirrors, dispensers, shelving, curtains, and new Granite Countertop as shown on the drawings and specified.

1.02 RELATED WORK

- A. Section 10 21 13 Restroom Compartments

1.03 REFERENCES

- i. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- ii. ASTM A269 - Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
- iii. ASTM A653 - Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized annealed) by the Hot-Dip Process.
- iv. ASTM A666 - Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- v. ASTM B456 - Electrodeposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium.
- vi. FS DD-M-411C - Mirrors, Glass.

1.04 SUBMITTALS

- A. Product Data: Submit data on accessories describing size, finish, details of function, attachment methods. For Granite Countertop, submit sample and color selection for approval.
- B. Manufacturer's Installation Instructions: Submit special procedures, conditions requiring special attention. For Granite Countertop, coordinate with the metal support fabricator and countertop lavatories.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with American National Standards Institute, AISI.
- B. California State Building Code

1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

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- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience and approved by manufacturer.

1.07 COORDINATION

- A. Coordinate the Work with other trades
- B. Refer to the drawings for support and mounting heights

1.08.1 DELIVERY, STORAGE AND HANDLING

- A. Deliver items in manufacturer's original unopened protective packaging.
- B. Store materials in original protective packaging to prevent soiling, physical damage or wetting.
- C. Handle so as to prevent damage to finished surfaces.
- D. Protection: Maintain protective covers on all units until installation is complete. Remove protective covers at final clean-up of installation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- 1. Bobrick Washroom Accessories.
- 2. American Specialties, Inc.
- 3. Bradley Corp.
- 4. Dyson products
- 5. Roman Marble (Granite Countertop)
- 6. Phoenix Granite Countertop
- 7. DuPont (Granite Countertop)
- 8. Or approved equal.

2.02 MATERIALS:

- A. Stainless Steel: AISI, Type 302/304, with polished No. 4 finish, unless otherwise indicated.
- B. Brass: Cast or forged quality alloy, FS WW-P-541.
- C. Sheet Steel: Cold-rolled, commercial quality, ASTM A 366. Surface preparation and metal pretreatment as required for applied finish.
- D. Galvanized Steel Sheet: ASTM A 527, G60.

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- E. Chromium Plating: Nickel and chromium electro-deposited on metal, ASTM B 456, Type SC 2.
- F. Galvanized Steel Mounting Devices: ASTM A 386, hot-dip galvanized after fabrication.

2.03 SCHEDULE

- A. If existing not available for re-installation the following product can be used. Model numbers listed are based on products from Bobrick Washroom Equipment, Inc. and Accessory Specialties, Inc. Equal products of other manufacturers listed in Article 1.03 are subject to approval.

<u>ITEM</u>	<u>MODEL #</u>
Surface-Mounted Tissue Dispensers	B 2888
Surface-Mounted Towel Dispensers	B 4262
Surface-Mounted Electric Dyson Airblade Hand Dryers	AB14W
Surface-Mounted Toilet Seat Cover Dispensers	B-221
Double-Sided Sanitary Napkin Disposal	B 4354
Surface-Mounted Sanitary Napkin Disposal	B 270
Recessed Soap Dispensers	B-306
Back Grab Bars	B 5806 x 36
Side Grab Bars	B 5806 x 42

- B. Granite Countertop: Each unit bear Certified Compliance Label.

PART 3 - EXECUTION

3.01 VERIFICATION

- A. See architectural plans, elevations, and specifications for accessory location. Exact location of accessory not elevated shall be verified with VTA representative prior to installation.
- B. Examine surfaces to receive washroom accessories for conditions that will adversely affect execution or quality of installation.
 - 1. Verify that required anchorages have been installed and are correctly positioned.
 - 2. Verify spacing of plumbing fixtures and toilet partitions that affect installation of accessories.

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- C. Notify the Contractor and VTA representative of any conditions requiring remedial work.
- D. Do not proceed with surface preparation until conditions are suitable.

3.02 INSTALLATION

- A. Use concealed fastenings wherever possible.
- B. Provide anchors, bolts and other necessary anchorages, and attach accessories securely to walls and partitions in locations as shown or directed.
- C. Install concealed mounting devices and fasteners fabricated of the same material as the accessories or of galvanized steel as recommended by manufacturer.
- D. Install any exposed mounting devices and fasteners finished to match the accessories.
- E. Provide theft-resistant fasteners for all accessory mountings.
- F. Secure toilet room accessories in accordance with the manufacturer's instructions for each item and each type of substrate construction.

3.03 ADJUST AND CLEAN

- A. Adjust accessories for proper operation.
- B. After completion of installation, clean and polish all exposed surfaces.
- C. Deliver keys and instruction sheets to VTA.

END OF SECTION 10 28 00

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**SECTION 22 40 00
PLUMBING FIXTURES**

PART 1 – GENERAL

All plumbing fixtures shall be connected to existing water supply, sanitary drain, and other utilities to complete the installation.

1.01 SECTION INCLUDES:

- A. Water closets
- B. Urinals
- C. Lavatories
- D. Countertop Sink
- E. Shower valve and head (To remain or to be determined)
- F. Valves

1.02 RELATED SECTIONS

- A. Section 05 50 00, Metal Fabrication

1.03 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A117.1 Specification for Providing Accessibility and Usability for Disabled People Using Buildings and Facilities
- B. American Society of Mechanical Engineers (ASME):
 - 1. ASME A112.6.1 Supports for Off-the-Floor Plumbing Fixtures for Public Use
 - 2. ASME A112.18.1 Finished and Rough Brass Plumbing Fixture Fittings
 - 3. ASME A112.19.1 Enameled Cast Iron Plumbing Fixtures
 - 4. ASME A112.19.2 Vitreous China Plumbing Fixtures and Hydraulic Requirements for Water Closets and Urinals
 - 5. ASME A112.19.3 Stainless Steel Plumbing Fixtures (Designed for Residential Use)
- C. Federal Specifications (FS):

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1. FS WW-P-541/1 Plumbing Fixtures (General Specification)
 FS WW-P-541/2
2. FS WW-P-541/4 Plumbing Fixtures (Lavatories) (Detail Specification)
3. FS WW-P-541/5 Plumbing Fixtures (Sinks, Kitchen, Service, and Laundry FS
 WW-P-541/6 Trays) (Detail Specification)

A. Plumbing and Drainage Institute (PDI):

1. PDI WH-201 Water Hammer Arrestors

1.04 SUBMITTALS

- A. Product Data: Submit manufacturers' product data and illustrations of the specified fixtures and products.
- B. Operation and Maintenance Data: Submit maintenance and operating instructions, including spare parts list, for plumbing fixtures.
- C. Test Reports: Submit certified test results and certificates of compliance as necessary to verify conformance with specified requirements.

1.05 SITE CONDITIONS

- A. Examine surfaces and structures on, or to, which plumbing fixtures will be installed and anchored before the work of this Section begins. Surfaces that will be concealed by plumbing fixtures shall be finished before fixtures are installed. Verify that field measurements as indicated on shop drawings.
- B. Provide plumbing rough in and stub-outs to exact locations and conditions of required connections.

PART 2 PRODUCTS

2.01 FIXTURES

- A. Water Closets: Floor mounted vitreous china water closet bowl with elongated rim, having large diaphragm flush valve, TOTO touchless electronic flush sensor control valve, siphon-jet flushing action, top outlet, carrier, and white open front seat. Water closet shall conform to ASME A112.19.2, FS WW-P-541/1, Type II, Style D, and shall be equipped with Type IV, Class 4 cover, Type I, Style 1, Model A, Flushometer and Type II carrier. Manufacturer: American Standard, Kohler or approved equal.
 1. Water closets (ADA Compliant): for physically disabled and mounting height therefore shall conform to the California Plumbing Code and ANSI A117.1, as applicable.
 2. Water closets and associated flushometer valves shall use no more than 1.28 gallons

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per flush and shall be a Designated Matching Product as specified in the Contract Documents.

3. Floor mounted carriers, for floor mounted water closets shall conform to all applicable ASME provisions and shall be adjustable cast-iron frame with integral drain hub and vent adjustable spud, including lugs for floor and wall anchorage with threaded fixture studs, nuts, and washers.

B. Urinals: ASME A112.19.2, White vitreous china urinal, wall-hung type with large diaphragm flush valve, TOTO touchless electronic flush sensor control valve, vacuum breaker, siphon-jet flushing action, integral trap and projecting bowl, and with carrier and fittings designed for wall-hung urinal. Urinals shall conform to FS WW-P-541/2, type I, Style B, Class 3, and shall be equipped with Type I, Style A, Class I Flushometer. Manufacturer: American Standard, Kohler or approved equal.

1. Urinals (ADA Compliant): for the physically disabled shall conform to the California Plumbing Code and ANSI A117.1, as applicable. Carrier shall be floor-mounted with anchored base feet pipe uprights and hanger plate specifically designed for urinal. Provide mounting height of urinals for physically handicapped that conforms to the California Plumbing Code.
2. Urinals and associated flushometer valves shall use no more than 0.5 gallons of water per flush and shall be a Designated Matching Product as specified in the Contract Documents.

C. Lavatories: ASME A112.19.2, Vitreous china one-piece ledge back, rectangular or circular bowl with four-inch backsplash. Lavatory shall be wall-mounted, vitreous china with front overflow, with floor-mounted concealed arm carrier supports, trim, fittings, touchless sensor operated, self-closing faucet with 10 second delay in closure and 0.5 gpm flow limiting device. Lavatory shall conform to FS WW-P-541/4, type II with Type IV Faucet, Type III Drain, and Type I Stops and Trap. Manufacturer: American Standard, Kohler or approved equal.

1. Lavatory (ADA Compliant): for the physically disabled shall conform to the California Plumbing Code and ANSI A117.1, as applicable, touchless sensor faucets. Mounting height shall conform to the California Plumbing Code.
2. Wall-mounted carriers for lavatories shall conform to ASME A112.6.1 and shall be adjustable cast-iron and steel frame with tubular legs, with integral drain hub and vent, including lugs for floor and wall anchorage with threaded fixture studs, nuts, and washers.
3. Lavatory Faucet shall be touchless: American Standard model #605B205.002 chrome finish, Kohler model #K-13460-407.70, Sloan model #SF-2350, Grohe model# E-36314000 or approve equal.

D. Countertop Sink: Kohler porcelain under mounted to granite countertop. The rim shall not be higher than ten inches nor less than 8 inches nor narrower than two inches. Drain diameter shall be three inches. Furnish faucet with brace. Faucet shall be touchless: American Standard model #605B205.002 chrome finish, Kohler model #K-13460-407.70, Sloan model #SF-2350, Grohe model# E-36314000 or approve equal.

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- E. Shower Valve and Showerhead: To remain or to determined.

2.02 INSTALLATION ACCESSORIES

- A. Provide anchoring bolts not smaller than 1/4 inch, of 300-series stainless steel, and with stainless steel or chromium-plated nuts and washers.
- B. Connectors for connecting earthenware fixtures to flanges of soil pipe shall be either an elastomeric compound or a neoprene gasket and sealant.

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Examine products for defects before installation. Remove and replace products found to be defective.
- B. Verify locations and adequacy of plumbing and electrical services, rough in, and stub-outs.
- C. Provide sleeves, backing and blocking, reinforcement, and embedded anchors in the structure to accommodate fixture and equipment installation. Rough-in dimensions shall conform to the respective product manufacturer's installation instructions and recommendations.

3.02 INSTALLATION

- A. Install fixtures, equipment, and appliances as indicated and in accordance with the respective manufacturer's installation instructions and recommendations.
- B. Secure fixtures to carriers and equipment with all-thread fasteners, and appliances to supporting surfaces with wedge-type stainless-steel expansion bolts or stainless- steel toggle bolts. Install fixtures having outlet flanges to supporting surfaces. Provide connections between earthenware fixtures and flanges of soil pipe airtight and watertight.

3.03 FIELD QUALITY CONTROL

- A. Perform tests of installed products for proper operation in accordance with the respective manufacturer's instructions. Perform tests under the observation of the Engineer.

3.04 ADJUSTING AND CLEANING

- A. Adjust installed products in accordance with the respective manufacturer's operating instructions. Leaks and operating noise shall be eliminated.

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- B. Remove foreign material from the surfaces of the products. Leave manufacturer's labels intact until the work has been accepted, then remove.

END OF SECTION 22 40 00

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**SECTION 26 05 24
LOW VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES**

PART 1 - GENERAL

1.01 SECTION SCOPE

- A. Section includes providing low-voltage, below 600-volts, conductors and cables, and making all electrical connections to equipment and devices.

1.02 RELATED SECTIONS

- A. Item not used.

1.03 SUBMITTALS

- A. Submittal Requirements: Before installation of wires and cables, submit the following information for each type and size of wire and cable:
1. Manufacturer of wire and cable, and certificate of compliance
 2. Number and size of strands composing each conductor;
 3. Conductor insulation composition type in accordance with California Electrical Code and thickness in mils;
 4. Average overall diameter of finished wire and cable;
 5. Minimum insulation resistance in megohms per 1000 feet at 30 degrees C ambient;
 6. Jacket composition and thickness in mils;
 7. Total number of conductors per cable;
 8. Shield material (if any) and thickness;
 9. Conductor resistance and reactance in ohms per 1000 feet at 25 degrees C ambient; and
 10. Conductor ampacities at 30 degrees C ambient air temperature and at 20 degrees C ambient earth temperature, and 100 percent load factor for 600V wire and cable.
 11. Test Reports

1.04 QUALITY ASSURANCE/CONTROL

- A. Perform testing after installation, but before connection to equipment.
- B. Test cables in large groups to minimize number of testing sessions.
- C. Notify VTA, in writing, of date, time, and cables to be tested at least 5 working days before testing.
- D. Perform following tests:
1. Insulation resistance tests for power cables;
 - a. Measure insulation resistance between each conductor and station ground with all other conductors in same cable or conduit grounded.
 - b. Test voltage: 1,000 V DC for 600V insulated cables.
 - c. Minimum acceptable insulation resistance: $R \text{ in } M\Omega = (\text{rated voltage in kV} + 1) \times 1000/\text{length in ft.}$
 - d. Record following test data on test report for each conductor tested:

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2. Date of test.
 3. Name or names of Contractor's personnel who performed test.
 4. Name of Government inspector who witnessed test.
 5. Conductor identification.
 6. Megohms between conductor and ground.
 7. Total length of conductor.
 8. Insulation resistance test for cables:
- E. Measure insulation resistance between each conductor and ground. Do not perform high-pot test on the cables.

1.05 REFERENCE

A. Contractor shall comply with latest revision of the following standards:

1. ASTM International (ASTM)
 - a. ASTM B 8 Concentric-Lay-Stranded Copper Conductors, Hard, Medium- Hard, or Soft
2. Institute of Electrical and Electronics Engineers (IEEE)
 - a. IEEE C2 National Electrical Safety Code (NESC)
3. National Fire Protection Association (NFPA)
 - a. NFPA 70 National Electrical Code (NEC)
4. National Electrical Manufacturers Association (NEMA)
 - a. NEMA WC 70 Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy
5. Underwriters Laboratories, Inc. (UL)
 - a. UL 83 Thermoplastic-Insulated Wires and Cables

1.06 MANUFACTURERS QUALITY ASSURANCE:

- A. The equipment covered by these Technical Specifications shall be the standard equipment of proven performance as manufactured by reputable concerns. Equipment shall be designed, constructed and installed in accordance with the best practices of the trade, and operate satisfactorily when installed as shown on the Contract drawings.

PART 2 - PRODUCTS

2.01 PRODUCTS

- A. Item not used.

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2.02 LOW VOLTAGE CABLES

- A. Manufactured no more than 24 months prior to Notice to Proceed.
- B. Copper conductor: ASTM B 8.
- C. Cable sizes: as indicated in Contract Drawings.
- D. Coverings or insulation:
 - 1. Size 12 AWG and Smaller: Solid conductor.
 - 2. Size 12 AWG and Larger: California Electrical Code, Type THHN or THWN, polyvinyl chloride (PVC) thermoplastic insulated in accordance with NEMA WC70. Cable shall be jacketed with clear polyamide nylon over the insulation.
 - 3. Temperature Rating: Temperature rating of cables shall be not less than 75 degrees C.
- E. Covering or insulation shall bear UL label and the manufacturer's trademark, type, voltage, temperature rating and conductor size.
- F. Cable color coding:
 - 1. Provide No. 10 AWG and smaller single-conductor cable used in branch lighting circuits with identified insulation or colored insulation:
 - a. Phase A - black
 - b. Phase B - red
 - c. Neutral - white
 - 2. Power circuit color coding - Factory apply color the entire length of conductors, except field-applied color-coding methods may be used instead of factory-coded wire for sizes larger than No. 10 AWG.

2.03 ACCESSORIES

- A. Terminal Lugs: Provide compression type terminal lugs with two-hole NEMA type configuration for termination of the cables at the switchboard.
- B. Tie Wrap: Ultraviolet resistant nylon tie wrap, in sizes as required, with no metal parts shall be provided to tie feeder cables to support structures, to bundle the power cables, and where required for other uses.
- C. Cable Lubricants: Cable lubricants shall be Polywater J manufactured by American Polywater, Slip X-300 manufactured by American Colloid, Wire Lube and Aqua Gel manufactured by Ideal Industries, or equal.
- D. Cable Identification Tags: Non-metallic circular discs with two holes. System voltage, cable size, and feeder identification shall be stamped or embossed on each tag in characters of 1/4-inch minimum height. These ID tags shall be used on both ends of each traction power cable.
- E. Raceways: Refer to Section 20 50 13, Raceways for Facility Services for required raceways and appurtenances.

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F. Terminal connectors:

1. Heavy-duty, preinsulated, pressure-crimp-type with ring tongues.
2. Tin-plated copper.
3. Serrated inner barrel.
4. 600-volt-rated nylon insulation.
5. Insulation support sleeve for vibration resistance.
6. UL listed.

PART 3 – EXECUTION

3.01 PREPARATION

A. Item not used.

3.02 INSTALLATION

A. Comply with NFPA 70 and IEEE C2.

B. Install cables without exceeding allowable pulling tensions and sidewall pressures recommended by cable manufacturer.

C. Cable installation:

1. Do not pull cables into conduits until conduit runs have been cleaned and are free from obstructions and sharp corners.
2. Draw a clean, dry, tight-fitting rag through conduit immediately before installing cable.
3. Install cables to prevent cuts or abrasions in insulation or protective covering, or kinks in cable.
4. Block cable opening in sleeves under equipment or passing through blockouts, with silicone-foam, fire-retardant type material in accordance with NFPA 70.
5. Lubricant: Use only specified lubricant material as aid to pulling

D. Grounding:

1. Provide one nonactive conductor grounded at both ends in each feeder conduit with three individual power cables.

E. Marking:

1. Mark conductors and power cables at each end with conductor designation on first line followed by cable designation on second line as indicated on approved wiring diagrams.

F. Tagging.

1. Attach tags to cables by self-locking cable ties.
2. Mark tags with cable designation.

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- a. Cable designations: As indicated on approved wiring diagrams.
- b. Provide computer-generated lettering.

G. Wiring methods:

- 1. Support cables installed in a vertical or inclined plane by cable grips (including hooks). Install cables with slack spans between supports.
- 2. Clamp cables entering equipment with commercial type cable clamps.
- 3. Leave sufficient length cable ends to make connections conveniently to equipment, fixtures, and devices.
- 4. Tie cables and ground installed inside manholes and inside pull-boxes, together at 10-foot intervals by self-locking cable ties. Provide insulating supports for the cables inside manholes and provide sufficient slack by making cable loops inside the manholes to assure adequate lengths for cables entering on one side conduit and leaving via another conduit on different wall of the manholes.

END OF SECTION 26 05 24

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SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Rigid galvanized steel conduit and fittings.
- B. Liquid-tight flexible metal conduit and fittings.
- C. Boxes, enclosures and cabinets.

1.02 REFERENCES

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated.
- B. NECA – National Electrical Installation Standards.
- C. NEMA FB 1 – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- D. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.
- E. NFPA 70 – National Electrical Code, with California amendments.

1.03 QUALITY ASSURANCE

- A. Listing and Labeling: Provide raceways that are listed and labeled by a testing agency, for the locations and environment the raceways are being installed, in accordance with NFPA 70, Article 100, and acceptable to the Authority Having Jurisdiction.
- B. Comply with NECA's "National Electrical Installation Standards".

1.04 SUBMITTALS

- A. Product Data:
 - 1. Raceways and associated fittings.
 - 2. Boxes and enclosures.

1.05 COORDINATION

- A. Raceway locations shown on the Contract Drawings are diagrammatic representations only, unless such locations are specifically dimensioned on the Contract Drawings. Raceway locations may be adjusted in the field to avoid conflicts. Coordinate layout and installation of raceways and boxes with other construction elements to ensure adequate headroom, working clearance, access, and regulatory compliance.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Provide conduit systems in conformance with the definition given in Article 100 of the NEC, and in accordance with UL and applicable NEC articles.

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- B. Provide conduit as shown on the "Conduit Schedule" in the Contract Drawings.
- C. Provide all necessary conduit for splices, taps, wire pulling, equipment connections, and as required for a complete wiring system.

2.02 RIGID GALVANIZED STEEL CONDUIT

- A. Type: ANSI C80.1 hot-dip galvanized inside and outside after factory threading.
- B. Minimum size: ¾-inch, unless otherwise specified in the Contract Drawings.
- C. Fittings: Standard as manufactured for conduit, either self-sealing type or sealed with sealing compounds.
- D. Provide only RGS conduits and accessories for power, control and communications circuits for indoor installation.
- E. Provide conduit straps, clamps, and clamp backs made of galvanized malleable iron.

2.03 ELECTRICAL METALLIC TUBING

- A. Not Used.

2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

- A. Type: Formed from spirally wound galvanized steel strip with successive convolutions securely interlocked, jacketed with liquid tight plastic cover.
- B. Minimum Size: ¾ inch, unless otherwise required in order to connect to new or existing equipment.
- C. Fittings: Cadmium-plated malleable iron body and gland nut, brass grounding ferrule threaded to engage conduit spiral and O-ring seals around the conduit and box connection and insulated throat. Furnish 450 and 900 fittings where applicable.
- D. Maximum Length: 24 inches or as noted in the Contract Drawings.

2.05 FITTINGS

- A. Unions:
 - 1. PVC coated galvanized steel.
- B. Locknuts:
 - 1. For 3/4-Inch Through 1-1/2-Inch Conduit: Extra heavy galvanized steel.
 - 2. For Conduit Greater Than 1-1/2 Inches: Galvanized malleable iron.
- C. Bushings:
 - 1. Type: Galvanized steel or galvanized malleable iron with a molded phenolic or nylon insulating collar.
 - 2. Furnish grounding bushings with separate lugs for ground conductor attachment and set screw for securely locking the bushing to the conduit.

**CHABOYA RESTROOM RENOVATIONS
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- D. Bushed Openings:
 - 1. Provide bushed openings for protection of cables passing through metal barriers.
 - 2. Type: All-phenolic.

- E. Conduit Bodies:
 - 1. Type: Oblong, round or rectangular PVC coated, galvanized steel.
 - 2. Fittings: Galvanized steel, integrally cast threaded hubs with a minimum of 4-thread contact on securing.
 - 3. Covers: Material similar to the body and secured to the body by stainless steel machine screws. Provide full body neoprene gaskets with the cover.

- F. Weathertight Connectors:
 - 1. Furnish weathertight connectors (hubs) for conduit attachment to NEMA 12 or NEMA 3R enclosures.
 - 2. Type: Galvanized steel, galvanized malleable iron or stainless steel with an O-ring gasket and grounding face.

- G. Liquid tight Connectors:
 - 1. Provide liquid tight connectors for attachment of liquid tight flexible conduit to enclosures and fixtures.
 - 2. Type: PVC coated galvanized steel or galvanized malleable iron with O-ring gasket and approved grounding insert.
 - 3. Use angle connectors where required.

- H. Expansion Fittings:
 - 1. Exposed Runs:
 - a. Type: Weatherproof and provided with an external bonding jumper.
 - b. Movement: 4 inches longitudinal.
 - c. Provide bushings on each end of the conduit entering the fitting.
 - 2. Embedded Runs:
 - a. Type: Watertight, furnished with an internal bonding jumper.
 - b. Expansion Material: Neoprene.
 - c. Movement: 3/4-inch in any direction.

2.06 JUNCTION BOXES

- A. Junction Box Material: Hot-dip galvanized steel.

- B. Provide each box with a grounding terminal of either a green colored washer in head machine screw not smaller than No. 10-32 in a drilled, tapped and threaded hole in the back of the box, or a grounding bushing with a green colored machine screw attached to one of the conduits. Provide grounding jumpers

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PART 3 - EXECUTION

3.01 INSTALLATION

- A. Exposed Conduit:
1. Welding, brazing or otherwise heating of the conduit is not allowed. Do not use plumber's perforated hanger iron for securing or bonding of conduit, devices or equipment.
 2. Surface Run:
 - a. Type: GRS unless otherwise indicated.
 - b. Run exposed conduit on supports spaced not more than 8-feet apart. Install with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceiling.
 - c. Install no closer than 6 inches to any object operating above the rated temperature of the insulation of the conductor within the conduit.
 - d. Provide support within 3-feet of each outlet box, junction box, device box, cabinet, conduit body, or other conduit termination.
 3. Supported directly from a flat surface:
 - a. Spacing: At least 3/4-inch from the surface using framing channel.
 - b. Support vertically-suspended conduit with galvanized wrought steel pipe rings.
 - c. Where three or more conduits are vertically suspended, provide suitable steel racks designed; subject to loading approval by VTA.
 4. Secure racks and individual conduit supports to concrete surfaces by means of two-unit stainless steel expansion anchors. Do not use wooden plugs, plastic inserts or gunpowder-driven inserts as a base to secure conduit supports.
 5. Do not use the same pull box for two or more conduit runs of different systems. Install cast pull boxes where required for ease of pulling, even though not shown on the Drawings.
 6. Avoid bends and offsets where possible, but where necessary, make with an approved hickey or suitable conduit bending machine.
 7. Provide cast-metal fittings or symmetrical bends for turns.
 8. Except as otherwise shown on the Drawings, terminate conduit in junction boxes, outlet boxes or panels with proper fittings. Terminate conduit feeding free-standing panels and cabinets from below in clear wiring space within the panel interior wiring space and terminate with a grounding bushing.
 9. Ground all conduits.
 10. Secure entrances to NEMA 1 sheet-steel boxes or cabinets by locknuts on both the interior and exterior of the device and provide an insulating bushing installed over the conduit end.

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11. Terminate conduit entering NEMA 12 or JIC boxes with a rain tight hub having an insulating liner.
 12. Provide five full threads of contact for conduit terminated in NEMA 4 or other cast boxes.
 13. Make joints with standard couplings or specified unions. Do not use running threads in lieu of conduit nipples. Do not use excessive thread on any conduit.
 14. Field cuts: Square, reamed and threaded with straight threads.
 15. Flexible Conduit:
 - a. Where flexibility is required for electrical raceways on equipment, furnish and install liquid-tight conduit in accordance with JIC standards and these Contract Documents.
 - b. Maximum length: 24 inches unless otherwise shown on the Drawings.
 16. Apply end caps to conduit to prevent the lodging of dirt, concrete or trash in the conduit, fittings and boxes during the course of installation.
- B. Wall Penetrating:
1. Core drill individual conduit wall penetrations. Obtain approval for penetration locations and sizes from VTA prior to drilling.
 2. Penetrations at Fire Rated Construction: Seal all penetrations of fire rated walls using firestopping material in compliance with an applicable UL-listed assembly, to full thickness of the penetrated elements.

3.02 INSPECTION AND TESTING

- A. Clean completed conduit runs with plug or mandrel swab before installation of cable, and inspect for completeness including hangers. Perform inspection after cable is installed to verify that covers, gaskets and screws are in place and properly tightened. Verify ground connections as applicable.

END OF SECTION 26 05 33

**CHABOYA RESTROOM RENOVATIONS
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SECTION 26 50 00 LIGHTING

PART 1 GENERAL

1.01 SECTION SCOPE

- A. Section includes requirements for Light Emitting Diodes (LED) Lighting, and Fixture Mounting Hardware.

1.02 SUBMITTALS

- A. Photometric lighting calculations shall be performed for the restroom. An average of 18fc shall be maintained. Light fixtures shall not be ordered without an approved photometric analysis.
- B. Product Data Luminaire Manual: Submit light fixture manual which provides product data indicating fixture construction, photometric performance, installation, and maintenance requirements. Include the following information and exhibits:
1. The manual shall include drawings and illustrations of sufficient detail to show the following:
 - a. Fixture housing, hardware, and finishes,
 - b. Lighting controlling elements
 - c. Electrical components, including lamp holders, ballast, and provision for conduit entry; and
 - d. Support details including foundation. Indicate weight of pole, complete with lamps.
 2. The manual shall include procedures for installation of the complete lighting unit in its final service location. The manual shall include operation and maintenance requirements and the following information:
 - a. Materials and components clearly indicated in the parts list;
 - b. Special tools required; and
 - c. Frequency of inspection, tightening, or other service recommended for preventative maintenance.
-
3. Calculations shall be prepared, and signed and sealed by a Professional Engineer registered in the State of California
- C. Test Reports: Submit certified test reports of factory and field tests performed, in accordance with applicable referenced standards and Specification requirements.
- D. Samples: Submit one complete light fixture or luminaire as sample for Engineer's approval.

**CHABOYA RESTROOM RENOVATIONS
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1.03 DELIVERY, HANDLING, AND STORAGE

- A. Handle and transport products in a manner that prevents damage.
- B. Wrap and package products to avoid damage.
- C. Indelibly mark each carton with minimum ½ - inch high letters containing the following information:
 - 1. Fixture, lamp, or component type.
 - 2. Quantity.
 - 3. Manufacturer's name and product number.
- D. Store products in a clean, dry, and secure storage area pending installation.

1.04 WARRANTY

- A. LED lighting fixtures shall have a warranty of 5 years, minimum.

1.05 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI C62.41 IEEE Recommended Practice for Surge Voltages in Low-Voltage AC Power Circuits
 - 2. ANSI C81 Electric Lamp Bases and Holders Series
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM A123/A123M Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - 2. ASTM A16 Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
 - 3. ASTM A366/A366M Specification for Steel Sheet, Carbon, Cold-Rolled, Commercial Quality
- C. Federal Specifications (FS):
 - 1. TT-P-641 Type II Zinc Dust Primer for Steel or Galvanized Metal Surfaces
- D. Illuminating Engineering Society of North America (IES):
 - 1. IES Lighting Handbook, Reference and Application
- E. National Fire Protection Association (NFPA):

**CHABOYA RESTROOM RENOVATIONS
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1. NFPA 101 Code for Safety to Life from Fire in Buildings and Structures
2. NFPA 70 National Electric Code

F. Underwriters Laboratories Inc. (UL):

1. UL 94 Tests for Flammability of Plastic Materials for Parts in Devices and Appliances
2. UL 508 Industrial Control Equipment
3. UL 8750 The Standard for Safety of Light Emitting Diode (LED) Equipment for use in Lighting Products.

G. California Title 24

PART 2 - PRODUCTS

2.01 LIGHT EMITTING DIODE (LED) LIGHTING

A. LED Lighting Fixture

1. LED Fixture requirements are as described below:
 - a. Definition: The LED Fixture shall consist of LED Luminaire, detachable LED Driver, and mounting hardware.
 - b. Each fixture shall have its own LED driver. LED drivers shall be placed within LED Fixture, unless otherwise specified.
 - c. Input voltage: 120 to 277VAC ($\pm 10\%$), 60HZ
 - d. The nominal length shall not exceed 48" in length and 12" in width except for inside the shower area which shall be round recessed light. The fixtures shall be rated for wet location.
 - e. LED fixture shall be
 - CREE
 - Lithonia
 - or approved equal

B. LED Luminaire

2. Luminaire requirements are as described below:
 - a. Definition: Luminaire Assembly is the LED assembly without LED driver.
 - b. Correlated Color Temperature (CCT) shall be 4000K indoor.

**CHABOYA RESTROOM RENOVATIONS
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- c. Color Rendering Index (CRI) shall be ≥ 80 .
 - d. A minimum of 80,000 operating hours before reaching the L70 lumen output degradations point without catastrophic failure.
 - e. Difficult Access: 100,000 operating hours with remote driver if practical.
 - f. Conform with UL 8750
 - g. Compliance to FCC CFR Section 15.
- C. LED Driver:
- 1. LED Driver general requirements are as described below:
 - a. Input voltage: 120VAC to 277VAC ($\pm 10\%$)
 - b. Frequency: 60Hz
 - c. Operating temperature: -40°C to $+50^{\circ}\text{C}$.
 - d. Minimum efficiency: 85%
 - e. Driver shall be dimmable.
 - f. Compliance to FCC CFR Section 15.
 - g. A minimum of 50,000 operating hours.
 - h. Driver must have a Power Factor (PF) of 1.
 - i. Connectivity: wired Powerline Carrier (PLC) and/or wireless controller.
 - j. Regulatory compliance minimum UL recognized for the class. The driver shall be field replaceable with quick disconnect.

D. Cables

All cables required for a complete system including CAT6, power cables, manufacturer's leader and jumper cables shall be provided.

2.02 Occupancy Sensors

- 1. The wall mounted occupancy sensors shall be push button programmable for adjusting time delays and operating modes. The wall mounted motion sensor shall be
 - Sensor Switch from Acuity Controls
 - Leviton Smart wall box sensor
 - or approved equal.

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2. The ceiling mounted occupancy sensor shall be the dual technology with PIR/Microphonics Detection and remotely configurable. Coverage of 1000sq ft. High impact housing material. Pattern degrees 360. The ceiling mounted motion sensor shall be
 - nLight nCM from Acuity Controls
 - Leviton Ceiling mounted
 - or approved equal
3. Power Pack : 20A standard power pack for occupancy sensors, features include Auto ON, Manual ON, Local switch, Latching relay. The power pack shall be
 - nLight power pack
 - Leviton
 - Or approved equal

2.03 LIGHTING CONTROL EQUIPMENT

- A. By occupancy sensors.

2.04 GFCI RECEPTACLE:

- A. Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements. Means of system grounding to be approved by professional Electrical Engineer of record and GFCI protection shall be in accordance with latest NEC requirements.

2.05 SOURCE QUALITY CONTROL

- A. The lighting fixture to be tested shall be typical of the unit it represents, clean and free from mechanical defects, equipped with the proper fittings, and with the lamp of the size and type in the position recommended for service operation.
- B. Test UL-listed material, equipment, and components in accordance with UL standards. Test material, equipment, and components not covered by UL standards in accordance with nationally recognized standards. Provide material, equipment, and components bearing a label tag or certification of such inspection.
- C. Perform and report tests for photometric performance in accordance with the approved methods outlined by the IES Lighting Handbook for photometric testing, and include data on foot-candle, distribution, zonal lumens, maximum luminance values, and luminaire efficiency, including complete coefficients of utilization tables to indicate compliance with performance requirement. Contractor shall purchase the light fixtures only after the photometric has been approved by VTA.
- D. Test data shall be reported on 8-1/2 inch by 11-inch sheets and shall be certified by a nationally recognized independent testing laboratory.

PART 3 - EXECUTION

3.01 INSTALLATION OF LIGHTING FIXTURES

- A. Install lighting fixtures as indicated and in accordance with the manufacturer's installation

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instructions and recommendations, complete with lamps, hangers, brackets, fittings, and accessories, ready for operation.

- B. Align, mount, and level lighting fixtures uniformly.
- C. Avoid interference with, and provide clearance for the equipment. Where the indicated locations for the lighting fixtures conflict with the locations for other equipment, change the locations for the lighting fixtures by the minimum distances necessary and as approved by VTA.
- D. The average lighting level in the restroom must be 18 FC.

3.02 FIELD QUALITY CONTROL

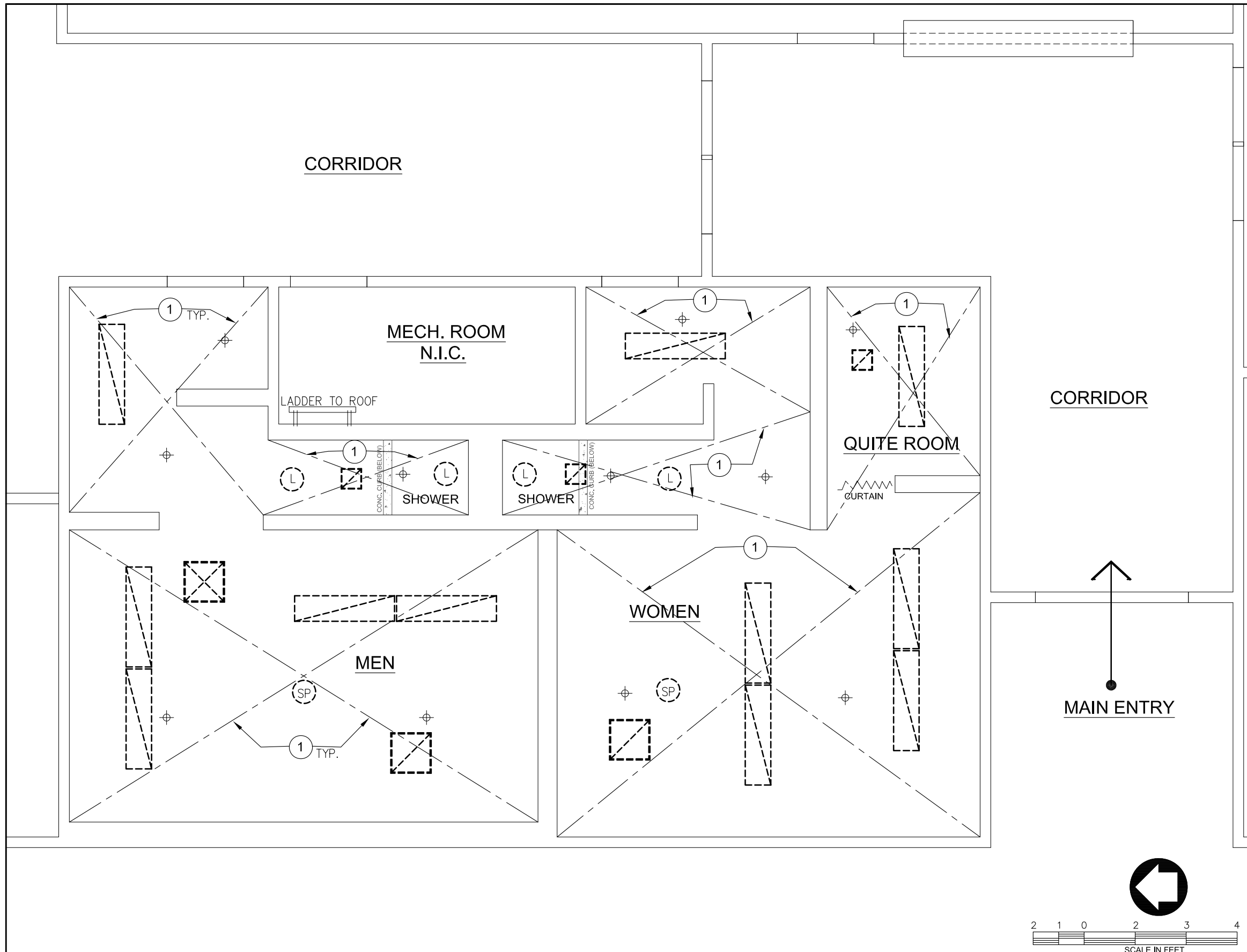
- A. Inspect luminaries, lamps, and associated hardware before and after installation to ensure that they are of the quality and type specified and indicated, and are free of defects and damage.
- B. Deliver luminaries and lighting equipment to the project site complete with related items, completely wired and assembled.
- C. Whenever practicable, test lighting systems at the same time that the distribution panel board or switchboard is tested.
- D. Replace lamps that fail within 90 days after final acceptance without additional cost to

VTA.

END OF SECTION 26 50 00

SECTION 9 CONTRACT DRAWINGS / PLANS

The Contract Drawings/Plans are provided in the following pages.



GENERAL NOTES:

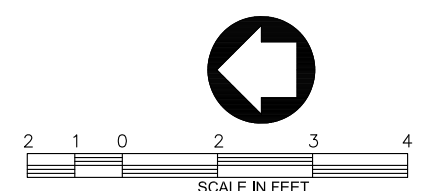
- (A) CONSULT VTA REPRESENTATIVE FOR SCOPE WORK CLARIFICATION.
- (B) SEE ELECTRICAL DRAWING FOR NEW LIGHTING.

SHEET NOTES:

- (1) DEMO. GYPSUM BOARD CEILING AS SHOWN, EXISTING CEILING JOIST TO REMAIN.

LEGEND:

- ⊕ EXISTING SPRINKLER HEAD, TO REMAIN
- (SP) REMOVE & REPLACE SPEAKER
- (L) REMOVE & REPLACE CIRCULAR LIGHT
- ↖ ↗ REMOVE & REPLACE A/C RETURN DIFFUSER (FIELD VERIFY)
- ↖ ↗ REMOVE & REPLACE A/C SUPPLY DIFFUSER (FIELD VERIFY)
- ⊠ REMOVE & REPLACE 12"x48" CEILING LIGHT

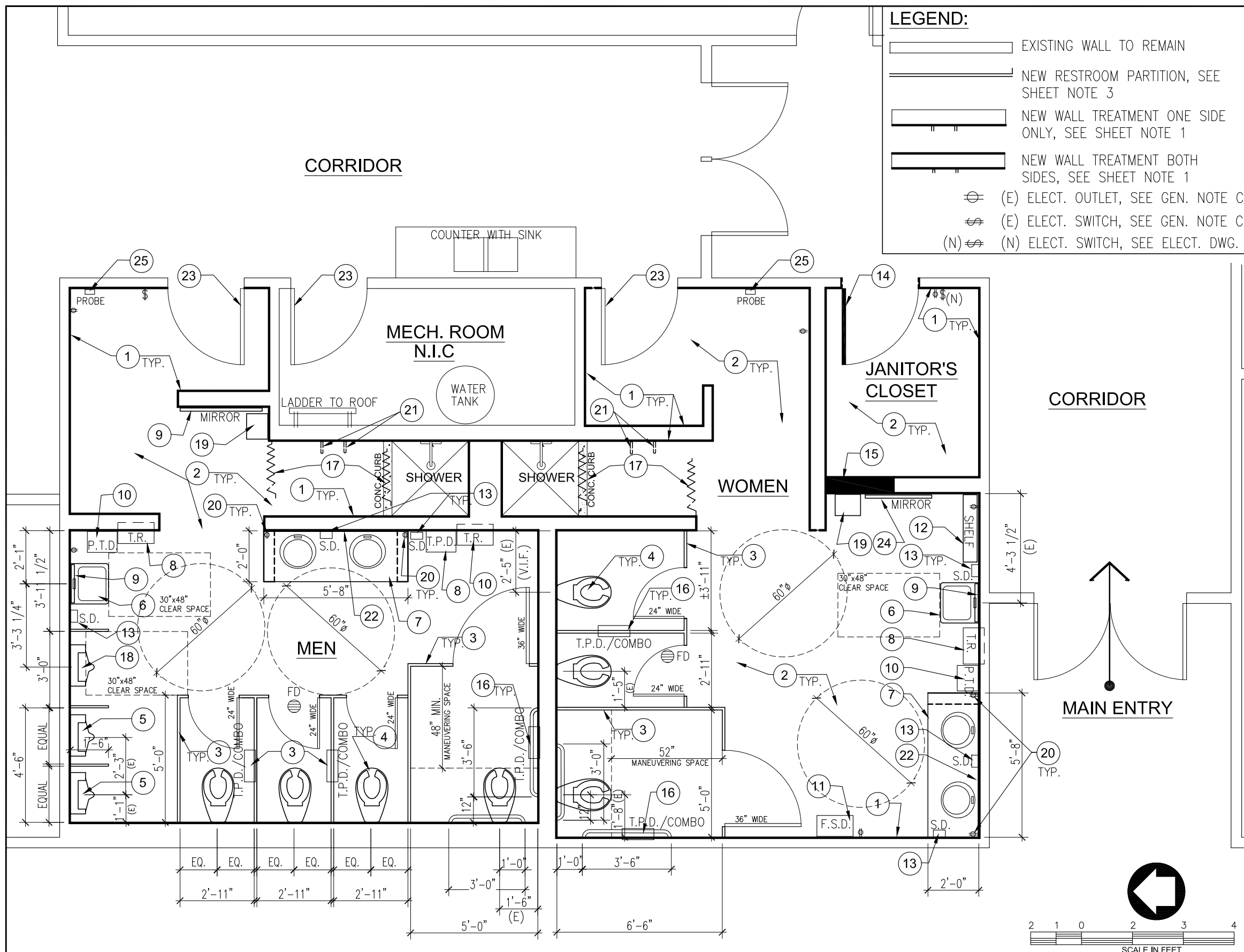


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0	10/26/2020	ISSUED FOR BID

SUBMITTED	
DESIGNED	ROD V. B.
CHECKED	E. EVANGELISTA
DRAWN	ROD V. B.
	CADD FILE NAME

APPROVED	
CADD FILE DATE	SCALE
OCT. 5, 2020	1/2"=1'-0"
PLT DATE	BOARD APPROVAL DATE
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CHABOYA RESTROOM RENOVATION CHABOYA BUILDING A 2240 S. 7th STREET SAN JOSE, CA 95112			SHEET OF 3 9
CEILING DEMOLITION PLAN			DRAWING NO. A.2
BAP NO.	CONTRACT NO. C20011	FILE LOCATION	REVISION



LEGEND:

- EXISTING WALL TO REMAIN
- NEW RESTROOM PARTITION, SEE SHEET NOTE 3
- NEW WALL TREATMENT ONE SIDE ONLY, SEE SHEET NOTE 1
- NEW WALL TREATMENT BOTH SIDES, SEE SHEET NOTE 1
- (E) ELECT. OUTLET, SEE GEN. NOTE C.
- (E) ELECT. SWITCH, SEE GEN. NOTE C.
- (N) ELECT. SWITCH, SEE ELECT. DWG.

GENERAL NOTES:

- (A) CONSULT VTA REPRESENTATIVE FOR SCOPE WORK CLARIFICATION.
- (B) LOCATION FOR NEW WATER CLOSETS, FAUCETS, SHOWER HEADS, LAVATORIES, AND URINALS, USE SAME LOCATION & PLUMBING CONNECTIONS WHERE THE EXISTING OCCUR UNLESS OTHERWISE NOTED ON THE DRAWING. RE-CONNECT TO (E) UTILITY LINES.
- (C) ALL ELECTRICAL SWITCH, OUTLETS AND A/C TEMP. CONTROL & PROBE SHALL BE RESTORE TO NEW WALL SURFACE, V.I.F.

- SHEET NOTES:**
- 1 INSTALL 5/8" DensGLAS SHEATHING BY GEORGIA PACIFIC BUILDING PRODUCTS, USE DensSHIELD AT SHOWER STALLS OR APPROVE EQUAL. FINISH WALL WITH BAXAB MICROCEMENT FINISH MANUFACTURED BY TOPCRETE OR APPROVED EQUAL. COLOR TO BE SILVER BY TOPCRETE IN SATIN FINISH.
 - 2 EXISTING CONC. FLOORING WILL BE CLEANED SO THAT IT IS FREE OF SOLVENTS, FUELS AND OTHER POLLUTING PRODUCTS. USE BAXAB MICROCEMENT MATT FINISH MANUFACTURED BY TOPCRETE OR APPROVED EQUAL. COLOR TO BE CEMENT BY TOPCRET.
 - 3 METPAR PHENOLIC RESTROOM & URINAL PARTITION. COLOR TO BE CHARRED FORMWOOD 6416. PROVIDE SHOP DRAWING FOR REVIEW AND APPROVAL.
 - 4 NEW WATER CLOSET & ACCESSORIES SEE SPECS.
 - 5 NEW URINALS, SEE SPECIFICATION.
 - 6 NEW ADA LAVATORY, SEE SPECIFICATION.
 - 7 NEW GRANITE COUNTER WITH TWO SINKS, SEE SPECS. PROVIDE SHOP DRAWING FOR REVIEW & APPROVAL.
 - 8 RE-INSTALL TRASH RECEPTACLE.
 - 9 RE-INSTALL MIRROR.
 - 10 RE-INSTALL PAPER TOWEL DISPENSER.
 - 11 RE-INSTALL FEMININE SANITARY DISPENSER.
 - 12 RE-INSTALL METAL SHELVING.
 - 13 NEW OR RE-INSTALL SOAP DISPENSER.
 - 14 NEW 3'x7' DOOR, SEE DWG. A.7 DOOR SCHEDULE.
 - 15 PATCH 32"x108" OPENING TO MATCH NEW WALL FIN.
 - 16 TOILET SET DISPENSER COMBO WITH TOILET PAPER
 - 17 NEW SHOWER CURTAIN, SEE SPECIFICATION.
 - 18 NEW ACCESSIBILITY URINAL, SSE SPECS.
 - 19 NEW DYSON BLADE HAND DRYER, SEE SPECS.
 - 20 RE-INSTALL ELECTRICAL RECEPTACLE TO NEW SURFACE
 - 21 RE-INSTALL COAT HOOK.
 - 22 NEW 4'x 5' MIRROR.
 - 23 PAINT DOOR TO MATCH EXISTING PAINT.
 - 24 NEW 3'x 6' MIRROR TO MATCH EXISTING.
 - 25 RE-INSTALL PROBE (EMERGENCY RED LIGHT).

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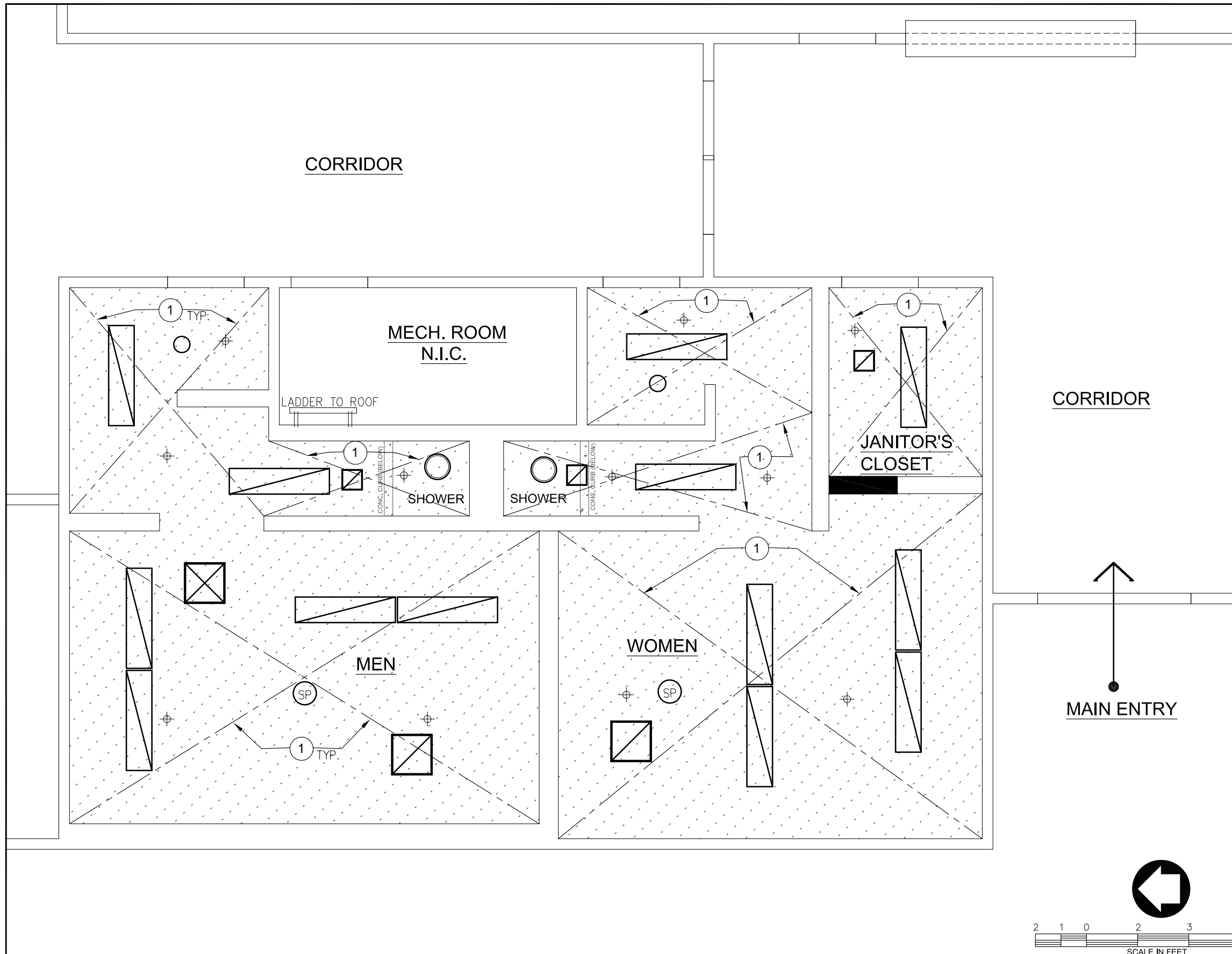
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DESIGNED	ROD V. B.
CHECKED	E. EVANGELISTA
DRAWN	ROD V. B.
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Santa Clara Valley
Transportation
Authority

Solutions that move you

APPROVED	
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OCT. 5, 2020	1/2"=1'-0"
PLAT DATE	BOARD APPROVAL DATE

CHABOYA RESTROOM RENOVATION			SHEET 4 OF 9
CHABOYA BUILDING A			
2240 S. 7th STREET SAN JOSE, CA 95112			DRAWING NO. A3
FLOOR PLAN			
BAP NO.	CONTRACT NO.	FILE LOCATION	REVISION
	C20011		



GENERAL NOTES:

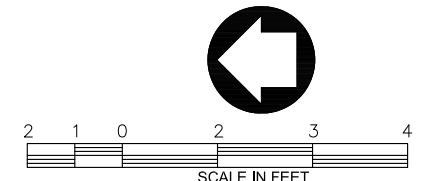
- (A) SEE ELECTRICAL DRAWING FOR LIGHTING, REFER TO SPECIFICATION FOR THE EXTENT OF SCOPE OF WORK AND INSTRUCTION.
- (B) CONSULT VTA REPRESENTATIVE FOR ANY SCOPE WORK CLARIFICATION.

SHEET NOTES:

- 1 NEW 1/2" DensGLAS SHEATHING BY GEORGIA PACIFIC BUILDING PRODUCTS OR APPROVED EQUAL. FINISH WITH SHERWIN WILLIAMS, TOQUE WHITE, SW 7003, MATT FINISH.

LEGEND:

- EXISTING SPRINKLER HEAD
- NEW SPEAKER DIFFUSER
- NEW MOTION SENSOR
- NEW A/C RETURN DIFFUSER (FIELD VERIFY)
- NEW A/C SUPPLY DIFFUSER (FIELD VERIFY)
- NEW CEILING
- NEW CEILING LIGHT
- NEW RECESSED CIRCULAR CEILING LIGHT

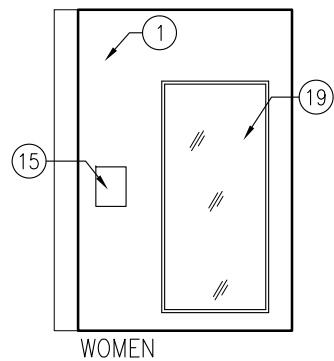


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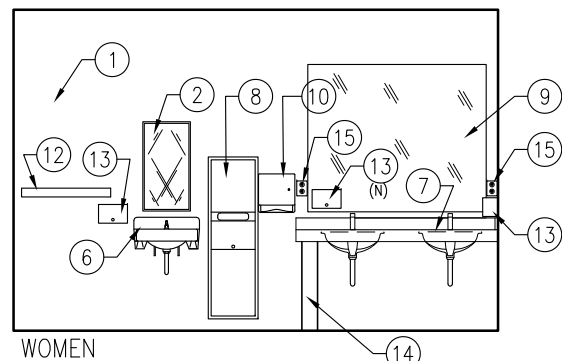
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DESIGNED	ROD V. B.
CHECKED	E. EVANGELISTA
DRAWN	ROD V. B.
	CADD FILE NAME

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OCT. 5, 2020	1/2"=1'-0"
PLT DATE	BOARD APPROVAL DATE
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CHABOYA RESTROOM RENOVATION CHABOYA BUILDING A 2240 S. 7th STREET SAN JOSE, CA 95112			SHEET OF 5 9
CEILING PLAN			DRAWING NO. A.4
BAP NO.	CONTRACT NO. C20011	FILE LOCATION	REVISION

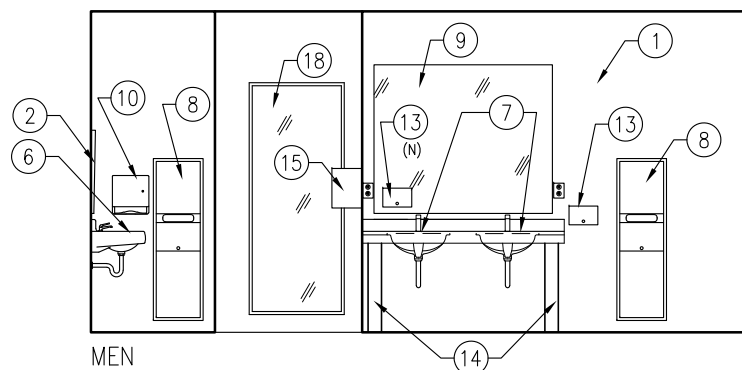


ELEVATION - A
SCALE: 3/8" = 1'-0"

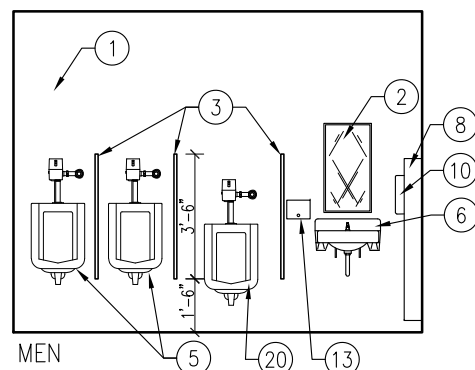


ELEVATION - B
SCALE: 3/8" = 1'-0"

3 ELEVATIONS

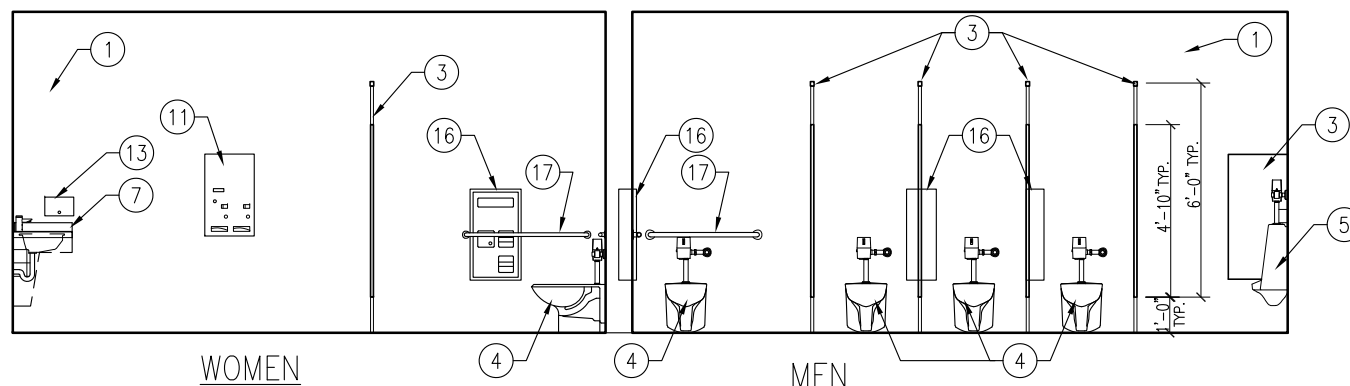


ELEVATION - A
SCALE: 3/8" = 1'-0"



ELEVATION - D
SCALE: 3/8" = 1'-0"

2 ELEVATIONS

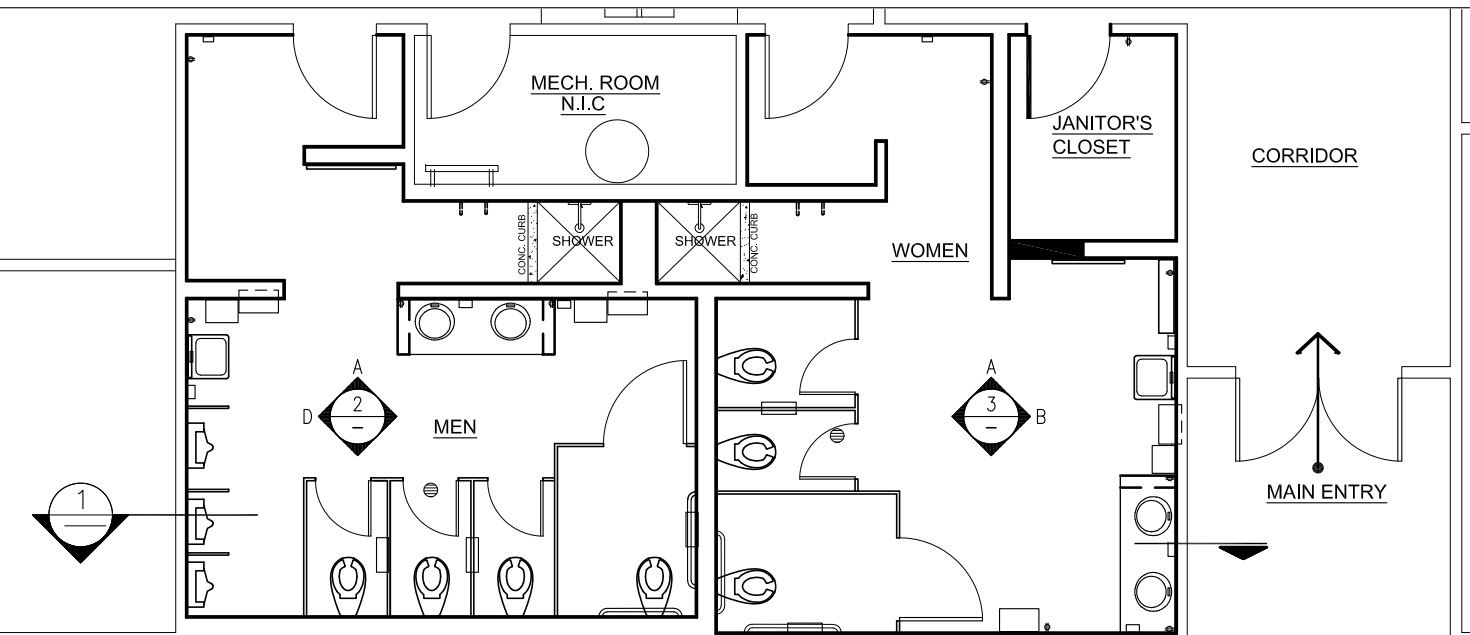


SECTION - 1
SCALE: 3/8" = 1'-0"

1 SECTION

SHEET NOTES:

- 1 INSTALL 5/8" DensGLAS SHEATHING BY GEORGIA PACIFIC BUILDING PRODUCTS OR APPROVE EQUAL. FINISH WALL WITH BAXAB MICROCEMENT FINISH MANUFACTURED BY TOPCRETE OR APPROVED EQUAL. COLOR TO BE SILVER BY TOPCRETE IN SATIN FINISH.
- 2 RE-INSTALL 18"x36" ACCESSIBILITY MIRROR.
- 3 METPAR PHENOLIC RESTROOM (WALL & FLOOR MOUNTED) & URINAL PARTITION (WALL MOUNTED). COLOR TO BE CHARRED FORMWOOD 6416.
- 4 NEW FLOOR MOUNT WATER CLOSET & ACCESSORIES SEE SPECS.
- 5 NEW URINALS, SEE SPECIFICATION.
- 6 NEW ADA LAVATORY, SEE SPECIFICATION.
- 7 NEW COUNTER WITH TWO SINKS AND BACKFLASH, SEE SPECS.
- 8 RE-INSTALL TRASH RECEPTACLE AND PAPER TOWEL DISPENSER.
- 9 NEW 4'x5' MIRROR.
- 10 RE-INSTALL PAPER TOWEL DISPENSER.
- 11 RE-INSTALL FEMININE SANITARY DISPENSER.
- 12 RE-INSTALL METAL SHELVING.
- 13 NEW OR RE-INSTALL SOAP DISPENSER.
- 14 NEW PONY WALL TO SUPPORT COUNTER AND SINK.
- 15 RE-INSTALL ELECTRICAL OUTLET AT THE NEW SURFACE OF FINISH WALL.
- 16 TOILET SET DISPENSER COMBO WITH TOILET PAPER
- 17 RE-INSTALL TOILET GRAB BAR.
- 18 RE-INSTALL 3'x6' MIRROR.
- 19 NEW 3'x6' MIRROR.
- 20 NEW ADA URINAL, SEE SPECIFICATION.

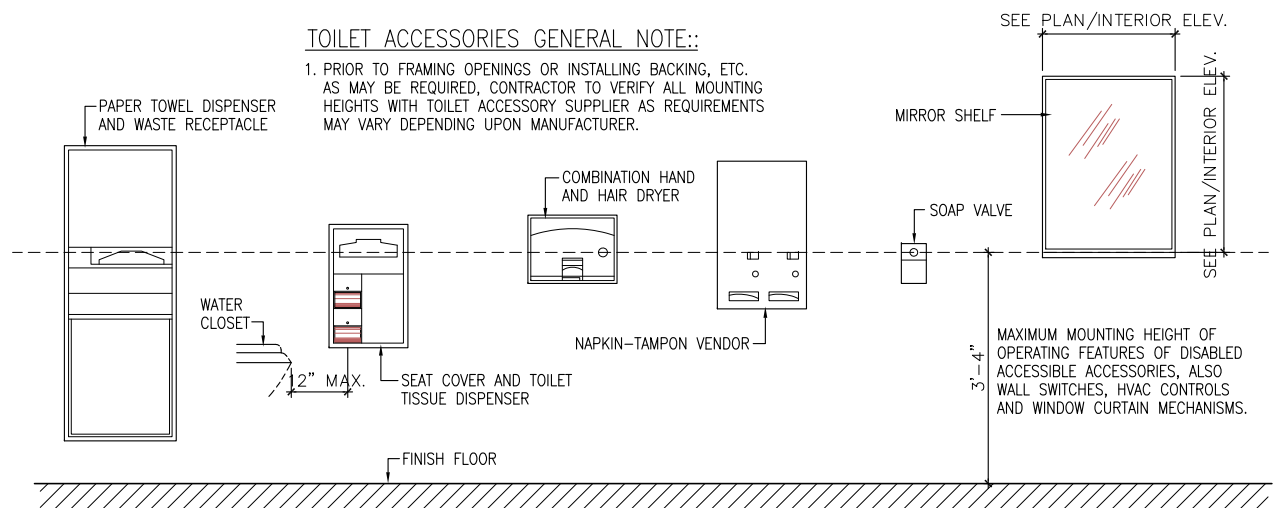


KEY PLAN
NOT TO SCALE

SUBMITTED DESIGNED ROD V. B. CHECKED E. EVANGELISTA DRAWN ROD V. B. CADD FILE NAME			<p>Santa Clara Valley Transportation Authority Solutions that move you</p>	APPROVED CADD FILE DATE OCT. 5, 2020 SCALE 1/2"=1'-0" PLOT DATE BOARD APPROVAL DATE		CHABOYA RESTROOM RENOVATION CHABOYA BUILDING A 2240 S. 7th STREET SAN JOSE, CA 95112 INTERIOR ELEVATION		SHEET 6 OF 9 DRAWING NO. A.5 REVISION
0	10/26/2020	ISSUED FOR BID		BAP NO.	CONTRACT NO. C20011	FILE LOCATION		

TOILET ACCESSORIES GENERAL NOTE::

1. PRIOR TO FRAMING OPENINGS OR INSTALLING BACKING, ETC. AS MAY BE REQUIRED, CONTRACTOR TO VERIFY ALL MOUNTING HEIGHTS WITH TOILET ACCESSORY SUPPLIER AS REQUIREMENTS MAY VARY DEPENDING UPON MANUFACTURER.



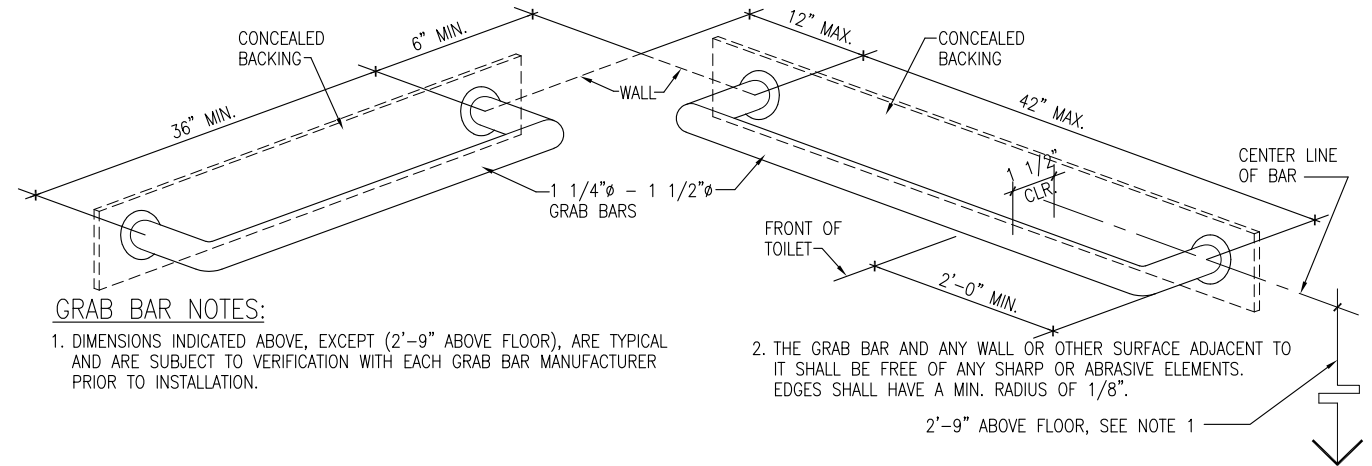
SEE PLAN/INTERIOR ELEV.

MIRROR SHELF

SOAP VALVE

MAXIMUM MOUNTING HEIGHT OF OPERATING FEATURES OF DISABLED ACCESSIBLE ACCESSORIES, ALSO WALL SWITCHES, HVAC CONTROLS AND WINDOW CURTAIN MECHANISMS.

FINISH FLOOR



GRAB BAR NOTES:

1. DIMENSIONS INDICATED ABOVE, EXCEPT (2'-9\"/>

2. THE GRAB BAR AND ANY WALL OR OTHER SURFACE ADJACENT TO IT SHALL BE FREE OF ANY SHARP OR ABRASIVE ELEMENTS. EDGES SHALL HAVE A MIN. RADIUS OF 1/8\"/>

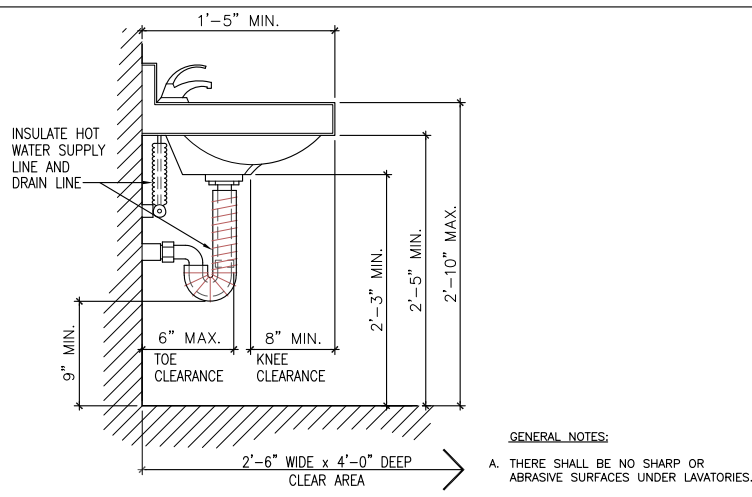
2'-9\"/>

2 TOILET ACCESSORIES GENERAL

SCALE N.T.S.

1 TOILET ACCESSORIES (GRAB BARS)

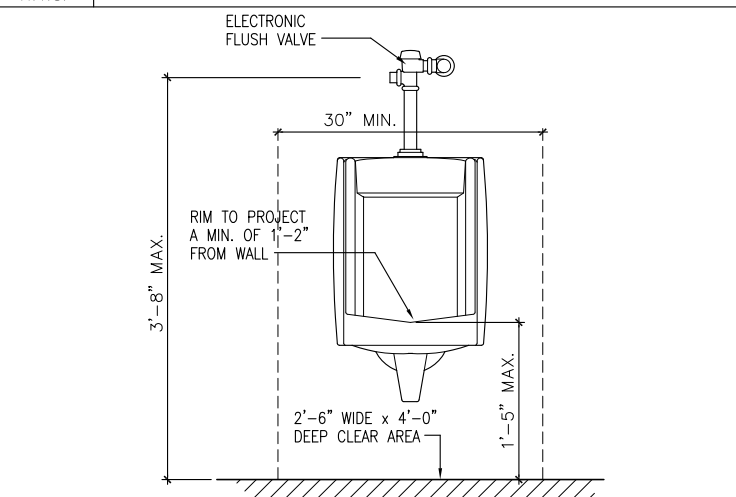
SCALE N.T.S.



GENERAL NOTES:
A. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES.

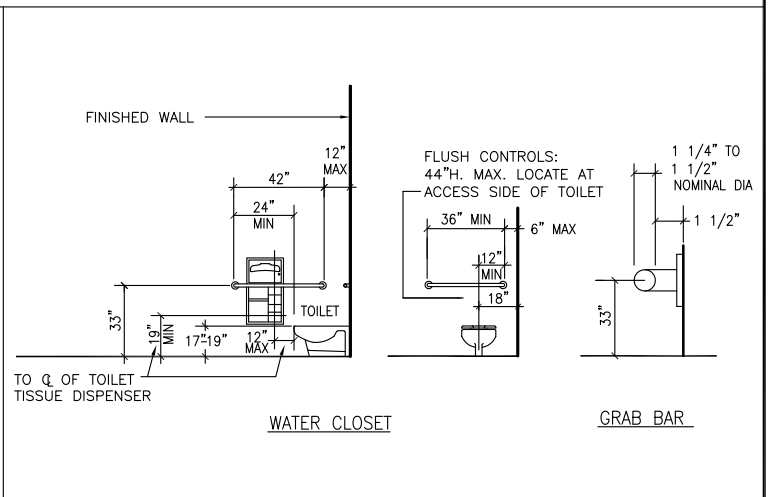
5 ACCESSIBLE LAVATORY TYP.

SCALE N.T.S.



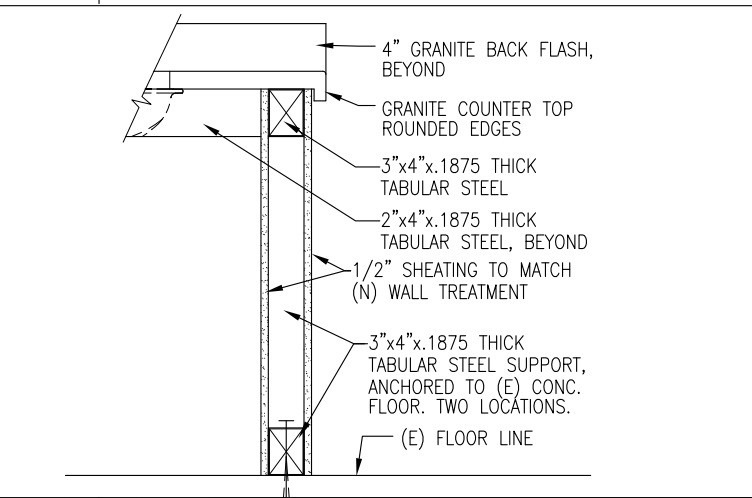
4 ACCESSIBLE URINAL

SCALE N.T.S.



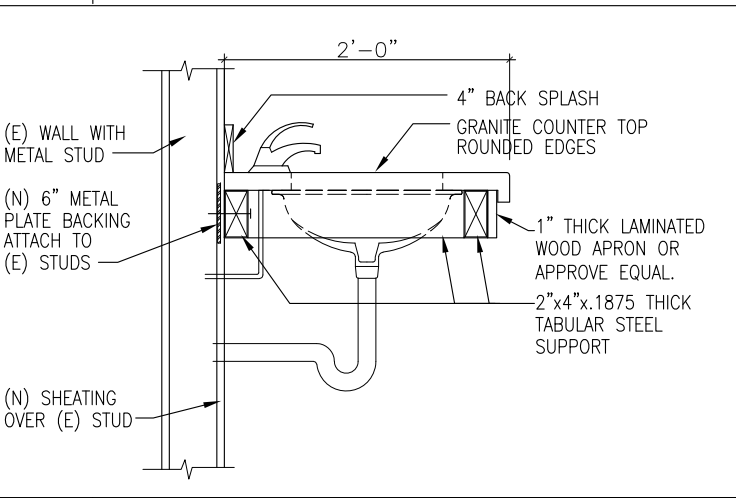
3 TOILET ACCESSORIES

SCALE N.T.S.



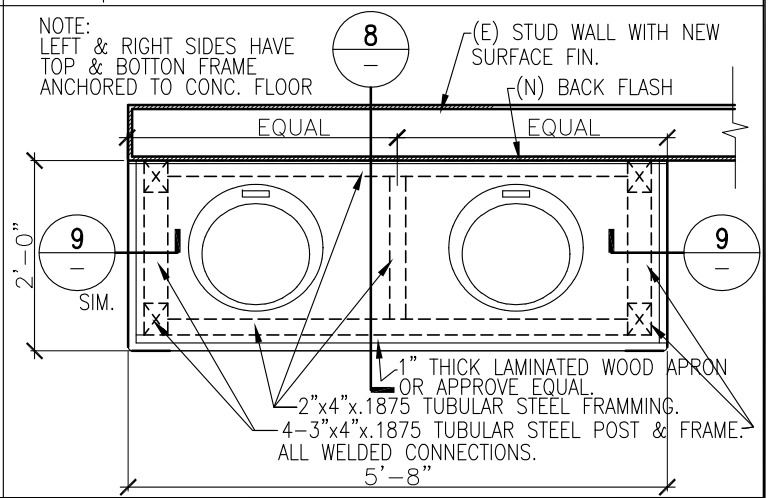
9 DETAIL

SCALE 1 1/2\"/>



8 CROSS SECTION DETAIL

SCALE 1 1/2\"/>



7 LAVATORY - SUPPORT FRAMMING PLAN

SCALE 1\"/>

NO.	DATE	REVISIONS
0	0/26/2020	ISSUED FOR BID

DESIGNED	ROD V. B.	CHECKED	E. EVANGELISTA
DRAWN	ROD V. B.	CADD FILE NAME	



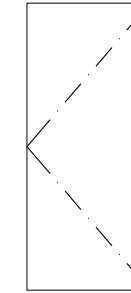
APPROVED	
CADD FILE DATE	SCALE
OCT. 5, 2020	AS SHOWN
FILE DATE	BOARD APPROVAL DATE

CHABOYA RESTROOM RENOVATION		
CHABOYA BUILDING A		
2240 S. 7th STREET SAN JOSE, CA 95112		
TOILET ACCESSORIES MOUNTING HEIGHT AND DETAILS		
BAP NO.	CONTRACT NO.	FILE LOCATION
	C20011	

SHEET 7 OF 9
DRAWING NO. A.6
REVISION

DOOR SCHEDULE

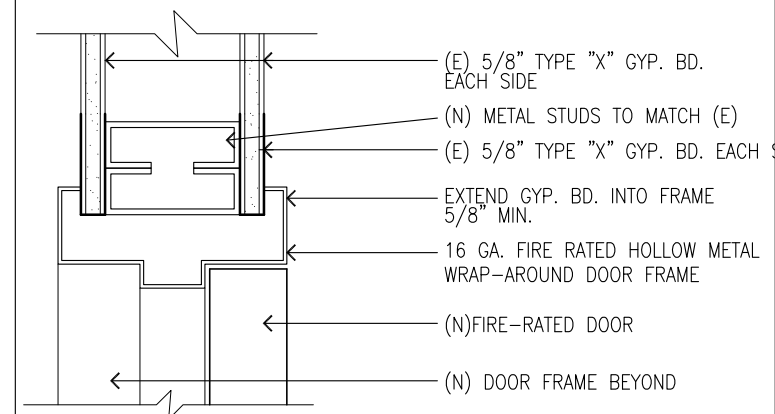
DOOR NO.	LOCATION		TYPE	DOOR		FRAME		FIRE RATING	HARDWARE GROUP	DETAILS				REMARKS	
	FROM	TO		WxHxTH	MATERIAL	FINISH	MATERIAL			FINISH	HEAD	JAMB	TRANSOM		THRESHOLD
	JANITOR'S CLOSET	INTERIOR	A	36"x84"x1-3/4"	WOOD	PAINT	HOLLOW METAL	PAINT	20 MIN.	-	1/-	1/-	-	-	SOLID CORE WOOD DOOR
	MAINTENANCE ROOM	INTERIOR	(E)	EXISTING	(E)	(E)	(E)	(E)	(E)	-	(E)	(E)	-	-	REMOVE & REPLACE LOCK SET



DOOR TYPE

DOOR HARDWARE

DOOR NO.	LOCATION		HINGE		LOCKSET		DOOR STOP		DOOR CLOSER		
	QTY.	MANUFACTURER & MODEL NO.	REMARK	QTY.	MANUFACTURER & MODEL NO.	REMARK	QTY.	MANUFACTURER & MODEL NO.	QTY.	MANUFACTURER & MODEL NO.	
	JANITOR'S CLOSET	3	STANLEY CB199 4-1/2"x4-1/2" ANSI 5111 OR APPROVE EQUAL HAGER BB1199 4-1/2"x4-1/2" ANSI 5111 OR APPROVE EQUAL	FULL MORTISE, FIVE KNUCKLE, BALL BEARING, HEAVY DUTY WITH NON-REMOVABLE PIN, S.S. WITH S.S. PIN	1	STANLEY CLASSROOM L9070-93L-630 ANSI F05 YALE CLASSROOM 8808FL-CRR-630 ANSI F05	MORTISE LOCKSET WITH MOTISE CYLINDER, ROSE & LEVER TRIM WITH SATIN STAINLESS STEEL FIN. LATCH BOLT GRIP EITHER SIDE EXCEPT WHEN OUTSIDE IS LOCK BY KEY. AUXILIARY LATCH DEADBOLT WHEN DOOR IS CLOSED, INSIDE GRIP ALWAYS FREE. LOCK CYLINDER - HAS MINIMUM 6 TUMBLER INTERCHANGEABLE CORE OR TO MATCH EXISTING AROUND THE BUILDING.	1	DON-J01412 CAST WALL BUMPER 626 FINISH OR APPROVED EQUAL	1	STANLEY D-3551, 869 OR APPROVED EQUAL
	MAINTENANCE ROOM	(E)	(E)	(E)	(E)	STANLEY CLASSROOM L9070-93L-630 ANSI F05 YALE CLASSROOM 8808FL-CRR-630 ANSI F05	(E)	(E)	(E)	(E)	



1 DOOR JAMB/HEAD DETAIL

SUBMITTED		APPROVED		<p>Santa Clara Valley Transportation Authority</p> <p style="color: blue;">Solutions that move you</p>		CHABOYA RESTROOM RENOVATION CHABOYA BUILDING A 2240 S. 7th STREET SAN JOSE, CA 95112 DETAILS, DOOR HARDWARE SCHEDULE		SHEET 8
DESIGNED ROD V. B.	CHECKED E. EVANGELISTA	GADD FILE DATE	SCALE AS SHOWN					OF 9
DRAWN ROD V. B.	GADD FILE NAME	PLOT DATE	BOARD APPROVAL DATE	DRAWING NO. A.7				
NO.	DATE	REVISIONS	BAP NO.		CONTRACT NO.	FILE LOCATION	REVISION	

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APPENDICES

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APPENDIX A INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of VTA, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, or employees. The cost of such insurance shall be included in Contractor's Bid.

Certificates of Insurance

Contractor shall furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates will be issued on a standard ACORD Form. Contractor shall instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to the designated VTA Contract Administrator and email a copy to Insurance.Certificates@vta.org.

The certificates will:

1. identify the underwriters, the types of insurance, the insurance limits, the deductibles and the policy term;
2. include copies of all the actual policy endorsements required herein; and
3. in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority (VTA)
3331 North First Street
San José, CA 95134-1906
Contract No. C20011

In the Description of Operations/Locations/Vehicles/Special Items Box:

1. Certificate Holder shall be named as Additional Insured;
2. VTA contract number shall appear;
3. The list of policies scheduled as underlying on the Umbrella policy shall be listed; and
4. Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

All certificates and endorsements are to be received and approved by VTA before the Contract is executed. At any time, VTA reserves the rights to receive within three working days of request, complete, certified copies of all insurance policies.

If Contractor receives any notice that any of the insurance policies required by this Appendix A Insurance Requirements may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer shall immediately provide written notice to the designated VTA Contract Administrator that such insurance policy required by this Appendix A Insurance Requirements is canceled or coverage is reduced.

Maintenance of Insurance

If Contractor fails to maintain such insurance as is called for herein, VTA, at its option, may suspend payment for work performed and/or may order Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect.

Renewal of Insurance

Contractor will provide VTA with a current Certificate of Insurance and endorsements within ten (10) business days from the expiration of insurance.

Contractor shall instruct its insurance broker/agent to:

1. Submit all renewals of insurance certificates and required notices electronically in PDF format to:

Insurance.Certificates@vta.org

2. Provide the following information in the "Certificate Holder" box:

Santa Clara Valley Transportation Authority (VTA)
3331 North First Street
San José, CA 95134-1906
Contract No. M20011

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APPENDIX A-1

INSURANCE REQUIREMENTS

INSURANCE

Without limiting Contractor's obligation to indemnify and hold harmless VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. General Liability coverage; Insurance Services Office "occurrence" form CG 0001. General Liability insurance written on a "claims made" basis is not acceptable. Completed Operations coverage must be continuously maintained for at least two (2) years after Final Acceptance of the Work.
- b. Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance, as required by the Labor Code of the State of California, and Employer's Liability insurance.
- d. Contractor's Pollution Liability: covering liability arising out of the treatment, handling, storage, transportation, or accidental release of any hazardous material.
- e.

2. Minimum Limits of Insurance

- a. Contractor must maintain limits no less than:
 1. General Liability (including umbrella/excess liability): \$4,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than

\$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, “Follow Form” coverage, and a “Drop Down” provision.

2. Automobile Liability (including umbrella/excess liability): \$4,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$2,000,000, unless Excess policies feature inception and expiration dates concurrent with the underlying auto liability policy, “Follow Form” coverage, and a “Drop Down” provision.
 3. Workers’ Compensation and Employer’s Liability: Statutory Workers’ Compensation limits and Employer’s Liability limits of \$1,000,000 per accident.
 4. Contractor’s Pollution Liability: \$2,000,000 per occurrence.
 5. Railroad Protective Liability: **[Delete this item (4) if instructed by Enterprise Risk Management]** if required, \$2,000,000 Combined Single Limit for bodily injury and property damage, with \$6,000,000 annual aggregate.
- b. Notwithstanding any language in this Contract to the contrary, if Contractor carries insurance limits exceeding the minima stated in Section 2(a)(1)-(4) immediately above, such greater limits will apply to this Contract.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess Contractor’s ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.

B. Builder’s Risk Insurance

To the extent allowed by law, Contractor is responsible for all loss or damage, howsoever caused, to the Work and materials, until final acceptance by VTA.

Contractor must procure and maintain at its own expense Builder's Risk insurance including but not limited to:

- Builder's Risk,
- Course of Construction,
- Installation Floater or
- Similar first-party property insurance covering the interest of the Contractor and VTA) as follows:
 1. Coverage must be provided on an "all-risk" basis. Coverage does not need to include the perils of Earthquake and/or Flood.
 2. Coverage must apply to all Work and materials under this Contract, whether in process or manufacture or finished, including off-site storage, "in transit" coverage to the final agreed upon destination of delivery, and including loading and unloading operations, and such coverage must be in force until the Work and materials are accepted by VTA.
 3. Coverage must be in an amount no less than the full replacement value of the finished Work and materials with no periodic reporting requirements.
 4. The deductible may not exceed \$50,000 (\$100,000 if Contractor is a publicly-traded company) per occurrence and must be borne by the Contractor.
 5. Loss, if any, must be adjustable with and payable to VTA as trustee for all entities having an insurable interest.

C. Claims Made Provisions

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber. For coverage written on a claims-made basis, it must be clearly stated on the Certificate of Insurance. In addition to all other coverage requirements, such policy must provide that:

1. The policy retroactive date must be no later than the date of this Contract.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, the Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Other Provisions

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

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

2. All Coverages

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by Contractor and its subcontractors for VTA.
- b. Contractor's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to the Contractor's insurance. Contractor's insurance must not seek contribution from VTA's insurance program.

3. Other Insurance Provisions

- a. For all lines of coverage, the Certificate must disclose the actual amount of the Deductible or Self-Insured Retention.
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services Office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

E. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

Ed. Rev. 10-1-19

APPENDIX B CONTRACT DATA REQUIREMENTS

Table B-1 represents only a partial listing of submittal requirements. The table is a reminder to Contractor of his responsibility to submit submittals in a timely manner.

Table B-2 Technical Submittals List follows Table B-1. The Technical Submittal List is intended to summarize the requirements for submittals as specified in the Contract Documents

Other submittals shall be required in accordance with the Technical Specifications. If conflicts exist between the lists and the referenced paragraph, the referenced paragraph will take precedence. Refer to Contract Section 6.6 for additional information and requirements for contract data submittals and technical submittals.

Table B-1 Contract Data List

	Description	Reference Section	Due Date/Frequency
50001	Construction Agreement	Section 5	Within 6 working days following contract execution
50002	Performance Bond	6.3.2	Not Applicable
50003	Payment Bond	6.3.1	Within 6 working days following contract execution
50004	Certificate of Insurance	6.2	"
50005	Listing of Subcontractors, Suppliers and Subconsultants	Section 4	"
50006	IRS Form W-9	2.4	"
50007	FTB Form 587 or 590	2.4	"
50008	Material Suppliers List, including Subcontractors.	—	Within 10 working days following contract execution
50009	Personnel to sign Change Orders	7.24	"
50010	Emergency Contacts	7.24	"

Restroom Renovations at Chaboya Building A
CONTRACT C20011

	Description	Reference Section	Due Date/Frequency
50011	EEO Officer-Contractor and all subcontractors.	Appendix C	“
50012	Safety Officer – Name and title.	6.14	“
50013	Prevailing Wages List	7.8	“
50014	Executed Subcontracts	7.18	Within 10 days following Contract execution
50015	Certified Payrolls	7.58	Weekly
50016	Monthly SBE Utilization Reports	Appendix C	Monthly
50017	Final SBE Utilization Report	Appendix C	Prior to Final Payment

For technical documents, refer to Technical Submittals List below.

Table B-2 Technical Submittals List

	Item	Reference / Sections	Due Date/ Frequency	Comments
1	Shop drawings for Temporary Restroom Trailers	015000 Item 1.02.01A	Within 14 days Following NOA	
2	Manufacturer's Product Data Including Each Accessory Items for Temporary Restroom Trailers	015000 Item 1.02.01B	Within 14 days Following NOA	
3	Baxab Microcement Concrete Finish Product Data / Manufacturer's Spec-Data, MSDS, Preparation & Installation Instruction, and Color Chart	033500 Item 1.04B1 thru B3	Within 14 days Following NOA	
4	Baxab Microcemet Concrete Finish Sample 12" x 12"	033500 Item 1.04B4	Within 14 days Following NOA	
5	Baxab Microcemet Concrete Finish Warranty, Operation & Maintenance Data, and Certificate	033500 Item 1.04C thru E	Within 14 days Following NOA	
6	Metal Fabrications Procedures, Shop Drawings, AWS Symbols, and Welders Certificate	055000 Item 1.05A thru C and 1.06A	Within 14 days Following NOA	
7	Gypsum Sheathing Product Data and Warranty	061643 Item 1.04 & 1.05	Within 14 days Following NOA	
8	Joint Protection Product Data, Certifications, and Samples	079000 Item 1.04A thru C	Within 14 days Following NOA	
9	Wood Doors Shop Drawings, Product Data, and Quality Marking	081400 Item 1.04A and B	Within 14 days Following NOA	
10	Hardware Shop Drawings, Product Data, Schedule, Style, Finish, Key Code	087100 Item 1.05A thru C	Within 14 days Following NOA	

Restroom Renovations at Chaboya Building A
CONTRACT C20011

	Item	Reference / Sections	Due Date/ Frequency	Comments
11	Gypsum Board Product Data and Certification	092700 Item 1.05A and B	Within 14 days Following NOA	
12	Painting Product Data & Certification	099100 Item 1.04A	Within 14 days Following NOA	
13	Painting Sample	099100 Item 1.04B	Within 14 days Following NOA	
14	Restroom Compartment Manufacturer's Data, Shop Drawings and Samples	102113 Item 1.05	Within 14 days Following NOA	
15	Restroom Accessories Product Data Manufacturer's Instructions	102800 Item 1.04A and B	Within 14 days Following NOA	
16	Plumbing Fixtures Product Data, Operation & Maintenance Data, and Test Reports	224000 Item 1.04 A thru C	Within 14 days Following NOA	
17	Low Voltage Electrical Power Conductors and Cables	260524 Item 1.03A 1 thru 11	Within 14 days Following NOA	
18	Raceways and Boxes for Electrical Systems Product Data	260533 Item 1.04A	Within 14 days Following NOA	
19	Lighting Photometric Analysis and Calculations	265000 Item 1.02A	Within 14 days Following NOA	
20	Lighting Product Data, Luminaire Manual and Calculations	265000 Item 1.02B	Within 14 days Following NOA	
21	Lighting Test Reports and Samples	265000 Item 1.02C and D	Within 14 days Following NOA	

APPENDIX C
BUSINESS DIVERSITY POLICY AND REQUIREMENTS
(Ref SBE Goal)

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1.1 Policy

- A. It is the policy of Santa Clara Valley Transportation Authority (VTA) to ensure that Small Business Enterprises (SBE) as defined in federal regulations at 13 CFR Part 121 have the opportunity to participate in the performance of contracts and subcontracts financed with local funds.

Any certified DBE is eligible to participate as a SBE toward the SBE participation goal.

VTA’s Office of Business Diversity Program encourages Contractors to call (408) 321-5962 for assistance in identifying eligible SBE firms. Listings of eligible firms are also available on the following website:

<http://www.vta.org/About-Us/Inside-VTA/Small-Business-Enterprise-Program>

- B. It is the policy of VTA to ensure that Minority and Women Owned Business Enterprises (“MWBE”s), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal.

Contractor will use all reasonable efforts to ensure that MWBE firms have equitable opportunity to compete for subcontracting work under this Contract.

1.2 SBE Participation Goal

A SBE participation goal has been established as stated in the Invitation for Bid and the Bid Forms for this Contract.

1.3 Counting SBE Participation toward the Goal

SBE firms may perform as prime contractors, subcontractors to a prime (1st tier), or subcontractor to subcontractor (2nd tier). Only the value of the work actually performed by the SBE, including materials and supplies, will be counted toward the SBE participation goal.

A SBE must perform a commercially useful function; i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. If a SBE does not perform or exercise responsibility of at least 30% of the total cost of its contract with its own work force, or if the SBE subcontracts a greater portion of work of a contract than would be expected on the basis of normal industry practice, then it will be presumed that the SBE is not performing a commercially useful function.

Credit for a SBE vendor of materials or supplies is limited to 60% of the amount to be paid to the vendor for the materials or supplies unless the vendor manufactures or substantially alters the goods. Credit for SBE brokers is limited to only the fees and commissions portion of the amount paid. All other firms receive 100% credit, less work subcontracted by the SBE to non-SBE firms, toward the SBE goal.

Credit for SBE trucking firms is limited to the amount performed by the SBE’s own trucks and drivers and by certified SBE trucking subhaulers. A SBE trucking firm must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

In a joint venture, only the portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the Work of the Contract that the SBE performs with its own forces will be counted toward the SBE goal.

Bidders are encouraged to utilize services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in VTA’s community and marketplace.

1.4 Certification

1.4.1 Firms Certified

All SBE firms listed on the Bid Forms must be certified by at the time of Bid to be counted toward the SBE participation goal. Contractor shall utilize the following sources for identifying certified SBE firms for

solicitation: California Unified Certification Program (CUCP) database; California Department of General Services Small Business database; VTA SBE database.

1.4.2 Expired Certification

During the life of a contract, work performed by SBE firms whose certification has expired will not continue to be counted toward the SBE participation goal. Only work performed by a certified SBE firm will be counted toward the SBE participation goal when the SBE firm has been paid.

1.5 Bid Submittals

1.5.1 Bid Form 4

Bid Form 4 lists SBE Bidder plus the subcontractor(s) or supplier(s) Bidder intends to use and count toward the SBE participation goal, with a complete description of services or supplies to be provided by each, work which the SBE further subcontracts to non-SBE firms, and the dollar value of each such subcontracting or supplies transaction. Instructions for completing the form are provided on the form.

1.5.2 Bid Form 5

Bid Form 5 is Supplemental Contractor and Subcontractor information. Instructions for completing the form are provided on the form.

1.5.3 Good Faith Effort

A Bidder not achieving the SBE participation goal must submit a report documenting that it made sufficient efforts to meet the SBE participation goal. Documentation of Good Faith Effort must be provided in accordance with **Appendix C Section 1.8 Good Faith Efforts**.

1.6 Award of the Contract

VTA will award this Contract to the lowest responsible and responsive bidder as required by federal and California laws and VTA SBE policy.

Following the bid opening and submittal of all documentation, VTA will evaluate all bids and required information submitted by bidders to formulate a recommendation for award of the Contract. The bidder with the lowest bid price who also meets the specified SBE participation goal or demonstrates that sufficient good faith efforts, for those contracts with a specific goal vs. non-specific goal (NSG), were made to meet the specified SBE participation goal will be deemed the lowest responsible and responsive bidder.

1.7 Compliance

VTA will advise Bidder of its compliance with the contract SBE participation goal or with the good faith efforts documentation requirements.

1.8 Good Faith Efforts

1.8.1 General

To determine whether a Bidder that has failed to meet the SBE participation goal may be awarded the Contract, VTA will decide whether the Bidder made adequate “good faith efforts”, where applicable, to meet the goal.

“Good faith efforts” means all necessary and reasonable steps to achieve the SBE participation goal which by their scope, intensity and appropriateness, could reasonably be expected to fulfill the goal. Only those

efforts made prior to Bid Opening will be considered in evaluating good faith efforts. Mere *pro forma* efforts are not sufficient good faith efforts to meet the SBE contract requirements.

Bidders are expected to be directly responsible for performing the good faith efforts requirements of this Contract. Bidder's use of third parties to support its good faith efforts is at Bidder's own risk and does not relieve the Bidder from being responsible for meeting the good faith efforts requirements.

VTA may request ancillary or omitted documentation required to complete Bidder's good faith efforts submittal.

1.8.2 Good Faith Criteria

The criteria listed below are reflective of good faith efforts undertaken by a Bidder actively and aggressively seeking to meet the goal:

- (a) **Pre-Bid Meeting.** Bidder attended any pre-solicitation or pre-Bid meetings that were scheduled by VTA to inform Bidders of the Small Business Enterprise Program requirements for this Contract. VTA may waive this requirement if it determines from the documentation submitted that Bidder is informed as to those program requirements.
- (b) **Identification of SBE Participation Opportunities.** Bidder identified and selected specific items of the Work to be performed by SBE firms to provide genuine opportunities for participation by SBE firms. Bidder shall provide documentation showing the items that were identified and selected and shall describe how such items were utilized by Bidder to solicit SBE participation. Where appropriate, Bidder should be able to show that Bidder broke out Contract work to facilitate SBE participation, even when Bidder preferred to perform this portions of the Work with its own forces.
- (c) **Advertisements.** At least ten calendar days¹ before the Bid Opening, Bidder solicited sub-bids from SBE firms for specified categories of work or materials or supplies for the contract through advertisements (not simply the listing of planholders) placed in two or more of the following media, one of which shall be from each of the following two categories:

Category I

Daily Pacific Builder
300 American Metro Blvd., Suite 185
Hamilton, NJ 08619
(888) 814-0513

OR

Daily Construction Service
P. O. Box 1748
Glen Ellen, CA 95442
Email: vicki.darmiento@cmdgroup.com
(800) 242- 9747

Category II

Small Business Exchange
795 Folsom Street, First Floor

¹ The time of requirements for advertising [Section 7.1c)] and written notice [Section 7.1d)] shall apply only those contracts for which VTA has issued public notice of the contract at least 15 calendar days prior to bid opening.

San Francisco, CA 94107
(415) 778-6250

- (d) **Written Notice.** At least ten calendar days before the Bid Opening, Bidder provided written notice to a sufficient number of SBE certified firms in each subcontracting work category, and to such firms in each category of materials or supplies for the project. Written notice to a minimum of ten (10) firms shall constitute a sufficient number of firms to be notified if the approved databases contain at least 10 firms for that category.

Written notice shall be sent first to “local firms”, then, where none are available or remain, to out-of-area firms. “Local” shall mean Santa Clara County and its contiguous counties, as well as Sacramento and San Joaquin Counties.

- (e) **Follow-up of Initial Solicitations.** Bidder followed up initial solicitations of interest by contacting the SBE firms to determine with certainty whether the firms were interested in bidding on the project. Such follow-up activity shall be documented with telephone and or fax logs or other written documentation that shall be submitted to VTA and that shall set forth, at a minimum, the following information:

- The type of contact; i.e., telephone, meeting, letter, fax, or e-mail;
- The name of the SBE firm contacted;
- The date and time the SBE firm was contacted;
- The full name, title, telephone or fax number, and e-mail address of the person at the SBE firm contacted by Bidder;
- The responses of each of the SBE firms contacted with regard to its interest in submitting a sub-bid; and
- For each SBE firm contacted that declined to bid, the reason(s) provided by the SBE firm for declining to bid.

- (f) **Information Regarding Plans, Specifications, and Requirements.** Bidder provided interested SBE firms with information about the plans, specifications and requirements for selected subcontracting or materials or supplies work. Bidder shall describe the information provided to interested firms, report the name of the firms involved, and set forth the date and method of providing such information.

- (g) **Request for Assistance in the Recruitment of SBE Firms.** Bidder requested assistance from federal, state, and local agencies for lists of SBE firms, as accepted or approved by VTA, on a case-by-case basis. Bidder is responsible for receiving approval from VTA prior to listing SBE firms of other agencies not certified or approved by VTA. Bidder shall state the agencies contacted, names of persons contacted, date and method of contact and results of contacts.

- (h) **Good-Faith Evaluation of and Negotiation with Interested SBE Firms.** Bidder evaluated the proposals of and negotiated in good faith with interested SBE firms, and did not unjustifiably reject SBE firm(s) as unsatisfactory or unqualified without sound reasons based on a thorough assessment of the capabilities of the firm(s) in question. Bidder shall list all SBE responses to the solicitation, and all SBE sub-bids which were received but not used. **NOTE: If no SBE bids are received, this fact must be stated.** Bidder shall provide, at a minimum, the following information:

- The names, addresses and telephone and fax numbers of SBE firms, including full name and title of the contact person at the SBE firm who responded to the solicitation or submitted sub-bids;

- A summary of the discussions and negotiations between Bidder and each such firm;
- If a bid is rejected by Bidder, the reasons for the rejection;
- A copy of all rejected SBE sub-bids, along with copies of all bids received by non-SBE firms for the same or similar scope of work. If the rejected SBE sub-bids or the other bids received are not in writing, Bidder shall set forth the amount of each such sub-bid or other bid, together with a description of the work bid upon for each; and
- If Bidder rejected a SBE as unqualified, a description of the assessment conducted by Bidder prior to reaching such conclusion.

The ability of or desire of a prime Contractor to perform the Work with its own firm does not relieve the Bidder of the responsibility to make sufficient good faith efforts. Prime Contractors are not required to accept higher quotes from SBE firms if the price difference is excessive or unreasonable when compared to industry standards.

- (i) **Advice and Assistance to Interested SBE Firms.** Bidder advised and made efforts to assist those SBE firms requesting help in obtaining bonds, lines of credit or insurance required by VTA or Bidder. Assistance may include, but is not limited to:
- Contacting bonding and/or insurance companies on behalf of a SBE firm;
 - Arranging with sureties phased or incremental bonding for the SBE firm;
 - Waiving bonds or insurance requirements;
 - Referring SBE firms to resource agencies which may assist SBE firms to obtain bonding, insurance or lines of credit, such as the Small Business Administration (SBA); or
 - Making efforts to assist interested SBE firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

Bidder shall state whether any such advice or assistance was given and to whom, the dates of any such advice or assistance, and a description of the advice or assistance provided.

- (j) **Efforts to Obtain SBE Firms Could Reasonably Be Expected to Meet Goals.** Bidder's efforts to obtain SBE firm participation could reasonably be expected by VTA to produce a level of participation sufficient to meet the goals and requirements of VTA. Bidder shall provide any additional data to support a demonstration of good faith efforts to produce the level of SBE participation sufficient to meet the goal for this Contract.
- (k) **Performance of Other Bidders to be Taken into Account.** The performance of other Bidders in meeting the SBE participation goal may be taken into account by VTA. If, for example, the apparent low Bidder fails to meet the SBE participation goal but other Bidders meet the goal, this may be taken into consideration in considering whether the apparent low Bidder made good faith efforts to meet the goal.

1.8.3 Presumption

Satisfaction of the criteria above will create a rebuttable presumption that Bidder has made an adequate good faith effort to comply with the goal and requirements of VTA for SBE participation for this Contract.

1.8.4 Verification of Information

VTA may verify the accuracy or completeness of any or all of the documentation submitted by Bidder by directly contacting the listed SBE firms or through other means.

1.9 Commitment

The SBE Goal Achieved in the approved Bid Form 4 equates to a commitment from the Contractor. The Contractor must meet this commitment ("SBE Commitment") regardless of the participation goal stated during Contract advertisement.

1.10 Non-Discrimination

Contractor shall make VTA's contracting requirements known to subcontractors, vendors and suppliers who are certified or accepted as certifiable as a SBE firm, as well as to non-SBE firms, and shall provide a practical opportunity for all firms to participate in this Contract.

1.11 Substitution of SBE Subcontractors by non-SBE Contractor

1.11.1 Prior Written Consent

A SBE subcontractor or supplier shall not be replaced without the prior written consent of VTA.

1.11.2 Substitution Process

Contractor shall make good faith efforts to find another SBE subcontractor or supplier to substitute for the original SBE that is unwilling or unable to perform the Work. The efforts employed by the Contractor shall be those that one could reasonably expect a Contractor to take if the Contractor were actively and aggressively trying to engage a certified SBE firm to substitute for a SBE firm that has to be replaced and shall include the following:

- (a) Contractor shall immediately notify VTA in writing of its intent to replace a SBE firm, and of the reasons therefore, prior to any solicitation or advertisement for replacement firms. A copy of the notice shall be provided to the VTA Office of Business Diversity Program (OBDP).
- (b) VTA will provide written notice to the SBE firm of Contractor's request for substitution and of the reasons therefore and they will be requested to provide any written objections within five working days.
- (c) Contractor shall utilize the following sources for identifying certified SBE firms for solicitation: California SBE Uniform Certification Program database.
- (d) Contractor shall provide written notice to at least five firms in each work or material/supply category to be substituted. If Contractor provides written notice to less than five firms Contractor shall explain to OBDP in writing why the number of firms solicited was sufficient. Written notice shall be sent first to firms located in the County of Santa Clara and its contiguous counties as well as Sacramento and San Joaquin counties ("local firms") and then, where appropriate, to out-of-area SBE firms.
- (e) Contractor shall contact the SBE firms solicited to determine with certainty whether the firms are interested in bidding on the project. This follow-up shall be documented with telephone logs, fax logs or other written documentation and submitted to OBDP.
- (f) Contractor shall provide OBDP with the following information:
 - A list and copies of all SBE and non-SBE responses to the solicitation, including all bids received;
 - If a bid is rejected by Contractor, the reasons for the rejection;

- If Contractor rejected a SBE firm as unqualified, a description of the qualification assessment conducted by Contractor and the factors considered.

1.11.3 Penalty

A Contractor who fails to use good faith efforts to replace a SBE firm with another SBE firm may be subject to the imposition of a penalty of up to 15% of the value of the work of the subcontractor or supplier replaced.

1.12 Reports

1.12.1 Monthly SBE Utilization Report

Contractor must submit monthly SBE Utilization Reports electronically to the SBE Administrator, VTA Office of Business Diversity Program. These monthly report shall be submitted electronically and the Contractor will document the dollar value of payments to SBE firms, and the percentage of the Contract completed. VTA will monitor the Contract for compliance with SBE requirements.

This system is web-based, accessible from any computer via the internet at: <https://vta.sbdbe.com>.

Contractor and each subcontractor will receive an email providing them with Log On identification, and a temporary password and instructions on how to use the system. Classroom training will also be provided. Other assistance will be provided upon request.

Contractor will include this requirement in all of its subcontracts and purchase orders when required to provide or verify SBE utilization documentation.

If the SBE Utilization Reports indicate potential problems, such as a failure to meet the SBE Commitment, the Contractor shall meet with the appropriate VTA representative(s) to address any deficiencies and discuss appropriate corrective actions. When the Contract completion reaches 50% and the SBE utilization percentage participation goal completed is less than 50% of the SBE Commitment, a detailed report of the reasons why must be submitted to VTA stating a plan to reach the SBE Commitment by Contract completion.

1.12.2 Final SBE Utilization Report

Prior to final payment, Contractor will be required to submit a final SBE Utilization Report. In addition to payments to the SBEs, the final report must include payments to and other information about all other businesses, including non-SBE subcontractors, suppliers of materials, trucking firms, consultants and others.

1.12.3 Failure to Submit Reports

Failure by Contractor to submit required reports as described above may be considered grounds for a determination by VTA of non-responsibility in consideration of Contractor's eligibility to bid on or be awarded future work.

1.13 Change Orders, Extra Work and Allowances

Including all change or extra work and allowances, Contractor shall maintain the contractual SBE goal throughout the life of the Contract or make good faith efforts to meet the SBE participation goal.

1.14 Prompt Payment

Contractor must adhere to all Federal and California prompt payment laws and regulations. See also 7.61, Prompt Payment. If Contractor does not adhere to prompt payment requirements, penalties may apply.

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APPENDIX E

POLICY ON THE USE OF PERSONAL ELECTRONIC DEVICES

Refer to Contract Special Conditions Section 6.15.2 Use of Electronic Devices regarding compliance with the California Public Utilities Commission (CPUC) requirements, including the notice that the use of personal electronic devices is prohibited at all times when within 6 feet of the Track Zone (an area within 6 feet of the closest rail on both sides of the track).

Refer to the attached VTA policy “Use of Personal Electronic Devices by Bus and Light Rail Employees and Contractor Staff”.

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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (AFSCME)	Document Number:	OPS-PL-0001(c)
	Version Number:	03
	Date:	04/10/2017

1.0 Purpose:

To establish the standards and restrictions for use of Personal Electronic Devices (PEDs).

2.0 Scope:

This policy applies to all VTA employees, contractors or their staff (hereafter collectively referred to as “Personnel”), who:

- Operate a VTA bus or Light Rail Vehicle (LRV);
- Operate hi-rail or any other on-track equipment;
- Act as Rail Controllers, flaggers, or the Employee In Charge (EIC) or otherwise control the movement of rail vehicles;
- Perform any task while Fouling the Tracks; and/or
- Perform work within the Safety Envelope.

Note: Electronic devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by VTA or by a contractor performing work on VTA property, are exempt. Roadway Worker Protection Devices provided by VTA are also exempt.

3.0 Responsibilities:

All Personnel are responsible for the safe delivery of transportation services. All Personnel who operate vehicles in revenue service or operate hi-rail vehicles or other on-track equipment; or who control the movement of rail vehicles or perform work on the right of way will receive a copy of this Policy, and be responsible for strict adherence to this Policy and State and Federal regulations.

4.0 Policy:

It is VTA policy that all VTA-owned revenue service vehicles, or any hi-rail vehicles and on-track equipment operated on the VTA rail system, will be operated in a safe and responsible manner. Personnel who operate a VTA bus or LRV or control the movement of rail vehicles, or perform work on the right of way or Foul the Tracks in the performance of their duties are responsible for the safety of the passengers and the public at large. Personnel are prohibited from using cellular telephones or any other PEDs (as defined in section 5) while operating VTA buses, LRVs, hi-rail or other on track equipment.



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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (AFSCME)	Document Number:	OPS-PL-0001(c)
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4.1 Restrictions and Storage:

- 4.1.1 For Personnel operating a VTA bus or LRV, the restrictions include, but are not limited to: making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using the clock feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch (e.g., Apple Watch, Samsung Gear, etc.) or similar watch, reading, playing games or listening to music or other audio. Personnel are prohibited from giving the PED to another person, including another employee, on the bus or LRV.

In an emergency, Personnel must proceed to a safe area and stop the bus, LRV, hi-rail vehicle, or on-track equipment, and vacate the operating area. Afterwards, Personnel may use a PED for the purposes of addressing the emergency.

All PEDs shall be Turned Off and Stowed Away while operating a bus or LRV, or while sitting in the Operator's Area, as defined in Section 5. The bag that the PED is stowed away in must conceal the device so that it is not visible without opening the bag. Employees acting in a management or supervisory role and who are not operating a bus or LRV, or otherwise functioning in an Operator capacity, may keep their cell phone on their persons while in the Operator's Area as long as it is on vibrate or silent. The supervisor must leave the Operator's Area before using the cell phone, with the exception of the Operator's Area on a bus where a bona fide emergency exists or the supervisor is on the bus for the purposes of training or testing. Supervisors who must operate a bus or LRV, or otherwise function in an Operator capacity, may stow their PED in the Operator pouch.

PEDs may be used by bus and light rail Operators while on break or at a layover when the vehicle is safely stopped and the Operator is out of the Operator's Area. The PED must remain Turned Off and Stowed Away until the Operator has cleared the Operator's Area and must be Turned Off and Stowed Away prior to returning to the Operator Area.

- 4.1.2 For Personnel operating hi-rail or on-track equipment, the restrictions include, but are not limited to, making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using any feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch or similar watch, reading, playing games or listening to music or other audio.

PEDs shall be Turned Off and Stowed Away while operating a hi-rail vehicle or on-track equipment. Personnel operating a hi-rail vehicle or on-track equipment, who wish to use their PEDs while on break, must move their hi-rail or on track equipment off of the right of way to a location that is not Fouling the Tracks. Prior to retrieving and turning on their PED for use, Personnel must stop, shut off the



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engine, and clear the Operator’s Area. The PED must be Turned Off and Stowed Away prior to returning to the Operator’s Area or restarting the engine.

Use of cell phone communication is allowed to safely direct the movement of pushing a dead-car train only when no other means of communication is available and prior approval has been obtained from the Operations Control Center.

- 4.1.3 Personnel who are directing, flagging, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks may keep the PED in their possession and powered on but must proceed to a safe area outside the Safety Envelope (minimum 6 feet from the nearest light rail) to use their PED. Rail Controllers in the Operations Control Center must unplug and step away from their console before using their PED.

4.2 Discipline:

Failure to adhere to this Policy may constitute a serious safety violation. Violations of this policy will be considered a disciplinary action under Article 20 of the AFSCME Collective Bargaining Agreement (CBA). VTA employees who violate this policy will be subject to disciplinary action as listed below subject to the underlying circumstances and the individual employee. Talking on a PED, texting, playing video games or other violations that distract the Operator and pose the greatest risk will result in the highest levels of discipline.

Repeat violations of any portion of this Policy is considered a serious matter. The applicable sequence of the offenses (first, second, and third) is based on violations of any portion of this Policy. For example, if an employee violates Section 4.2.5 and six months later violates Section 4.2.2, the second violation will be considered a “Second Offense” and will be issued the corresponding discipline of termination. All “days” referenced in the box below are continuous calendar days of unpaid suspension.

(The discipline table is located on the next page).

**Discipline is mitigated if the employee is acting in a management or supervisory role and the violation occurred during an emergency.*



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	VIOLATION	1st Offense	2nd Offense	3rd Offense
4.2.1	Any violation of this policy where the employee is involved in an accident (preventable or non-preventable). <i>*Discipline issued for preventable accidents only.</i>	Termination <i>*10-15 days</i>	<i>*20 - 30 days</i>	<i>*Termination</i>
4.2.1(a)	<i>*If the accident results in a fatality and the employee was using a PED, then discipline will be issued whether the accident is preventable or non-preventable.</i>	<i>*20 days – Termination</i>	<i>*Termination</i>	
4.2.2	Use of PED while operating a bus, LRV, hi-rail vehicle or on-track equipment.	20 – 30 days <i>*5-10 days</i>	Termination <i>*10 - 15 days</i>	<i>*Termination</i>
4.2.3	Use of PED in the Operator’s Area, but not while operating a bus or LRV.	10 – 20 days	20 – 30 days	Termination
4.2.4	Use of PED while directing, flagging, acting as the EIC, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks.	10 – 20 days	20 – 30 days	Termination
4.2.5	Failure to Turn Off and properly Stow Away PED while operating a bus or LRV, or while in the Operator’s Area.	Up to 10 days <i>*Written Warning</i>	10 – 30 days <i>*Up to 5 days</i>	Termination <i>*10-30 days</i>

4.2.6 Any contractor staff violating this Policy will be removed from the job and will not be allowed to return to the project. The contractor may be made responsible for any fines levied on VTA for the violation. Repeat



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violations from the same contractor's staff may result in the contract being cancelled.

5.0 Definitions:

- 5.1 Fouling the Track: The placement of an individual in such proximity to a track that the individual could be struck by a moving train or other on-track equipment, or is within six feet of the nearest rail.
- 5.2 Operator: bus and Light Rail Vehicle Operators, hi-rail and on-track equipment operators, service workers, mechanics, and any other authorized VTA employee or contractor and their staff.
- 5.3 Operator's Area: On VTA buses, this area is defined as all area forward of the yellow line and expressly includes the Operator's seat. On Light Rail Vehicles, this is the area inside the Operator's cab and expressly includes the Operator's seat. On hi-rail or on-track equipment, this is the area where the Operator is positioned during operation of the vehicle or equipment.
- 5.4 Personal Electronic Device or PED: means any wireless or portable electronic device. This includes, but is not limited to, wireless phones, personal digital assistants, smart phones, two way pagers, portable internet devices, laptop computers, DVD players, iPods, MP3 players, smart watches, Fitbits or other personal fitness monitors, games, Bluetooth devices, or any headphones or ear buds of any type. The following devices are excluded from this definition:
 - 5.4.1 VTA-owned licensed radio communications equipment such as cab-mounted or portable two-way radios with channels dedicated solely for VTA operations.
 - 5.4.2 Electronic or electrical devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by the VTA or contractor.
 - 5.4.3 Roadway worker protection devices.
- 5.5 Rail Controllers: Individuals tasked with flagging or otherwise controlling the movement of rail transit vehicles. Tasks include "dispatching" as described in California Public Utilities Commission (CPUC) General Order 172 (Rules and Regulations Governing the Use of Personal Electronic Devices by Employees of Rail Transit Agencies and Rail Fixed Guideway Systems).
- 5.6 Safety Envelope: The area within six feet of the closest rail on light rail tracks or within ten feet of the overhead catenary.



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5.7 Stowed Away: Not on one's person; must be completely concealed, so that it is not visible, in a backpack or bag and out of reach.

5.8 Turned Off: The power is off.

6.0 Summary of Changes:

Policy title changed. Policy updated to accurately reflect Safety Envelope. Greater clarity on discipline levels for different infractions were provided. Contractor language was added to provide policy on violations by contractors and their staff. Policy now allows for the use of cell phones when dead pulling a train when no other means of communications is available, with prior Operations Control Center approval.

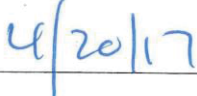
7.0 Approval Information:


<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
 George Sandoval Operations Manager	 Inez Evans Chief Operating Officer	 Nuria I. Fernández General Manager/CEO

Concurrence by American Federation of State County and Municipal Employees, Local 101:


 Tina Acree
 Business Agent, AFSCME


 Steve Jovel
 President, AFSCME


 Date


 Date

Date Approved: 04/20/2017



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APPENDIX M

QUALITY ASSURANCE AND QUALITY CONTROL REQUIREMENTS

Refer to **Section 6.26, Quality Assurance Program** and make the following change: Replace the section in its entirety with the following:

Contractor shall, at its own expense, arrange, submit for VTA's review and approval, and implement a quality assurance program consistent with the requirements of VTA's Quality Assurance Program specified herein.

1.1 Contractor's Quality Assurance Program

Contractor shall establish and maintain an effective Quality Assurance Program to manage, control, document and assure that the Work complies with the requirements of the Contract Documents. The Quality Assurance Program shall consist of programs, procedures and the organization necessary to assure a high standard of quality for materials, equipment, workmanship, fabrication and operations covering both on-site and off-site Work by the Contractor, and its subcontractors, suppliers, and consultants of every tier.

1.2 Contractor Quality Control Plan (CQCP)

Contractor will provide written Quality Control ("QC") guidelines for:

- Management Responsibility including QC Organization
- Submittal Management and Document Control
- Subcontractor and Supplier Control
- Inspection and Testing
- Identification, Control and Correction of Nonconformances
- Training and Qualifications

1.3 Submittal of CQCP.

Contractor shall, within **20 calendar days** after the date of the Notice of Award, furnish a CQCP, by which Contractor proposes to implement the requirements of this Section, for VTA's approval. If Contractor fails to submit an acceptable CQCP within the prescribed time, VTA may choose to not allow the Work to continue until Contractor submits an acceptable interim plan which addresses all of the requirements of VTA's Quality Assurance Program that are specified herein. No schedule relief will be allowed for such delay.

1.4 Acceptance of CQCP

VTA's acceptance of the CQCP is conditional and will be predicated on satisfactory performance of Work during the life of the Contract. As the Work progresses, VTA may require Contractor to make changes to the CQCP as considered necessary to obtain the quality required in the Contract Documents. The approved CQCP will be subject to audit by VTA.

1.5 Changes to CQCP

Contractor shall notify VTA in writing of any proposed changes to the approved CQCP. All proposed changes to the CQCP are subject to prior approval by VTA.

1.6 Management Responsibility including QC organization

Contractor, and its subcontractors, consultants, and sub-consultants of every tier are responsible for the quality of Work under their control. However, Contractor is ultimately responsible for the overall quality of all Work which includes the performance and documentation of all required quality control activities under this Contract.

Subject to VTA's approval, such approval not to be unreasonably withheld, Contractor shall assign a QC Inspector who shall inspect the quality of Work (except his/her own Work) and sign/date the inspection and testing reports and checklist. A brief resume of Contractor's QC Inspector must be submitted with the CQCP and must include a description of the duties, responsibilities and assignments which establishes his/her experiences and qualifications.

1.7 Submittal Management and Document Control.

The CQCP shall contain provisions for scheduling and managing submittals. A Submittal List of required submittals from Contractor, subcontractors and suppliers must be developed using the Contract Document's Technical Submittal List, Technical Specifications, and other applicable sources. The Submittal List shall be incorporated into the CQCP for initial review, with revisions/updates to this list including due dates submitted as part of the Monthly QA Reports.

The CQCP must also contain provisions for document control which define the responsibility and authority for controlling project documents. The document control provisions must include, but not be limited to, control of correspondence, criteria, plans/drawings, quality records, specifications, and procedures. Documents shall be properly maintained at the Worksite to prevent damage, deterioration or loss, and a duplicate set shall be maintained at another location.

Changes to project documents shall be processed in writing and records maintained as they are made. Documents approved by VTA shall not be changed or altered without VTA's prior written approval.

1.8 Subcontractor and Supplier Control.

The CQCP must assure that materials, products, equipment and services are procured from subcontractors, suppliers or manufacturers (of every tier) capable of meeting all requirements of the Contract Documents. All subcontractors, suppliers or manufacturers of every tier shall comply with the approved CQCP as applicable. The subcontractors, suppliers, or manufacturers may use their own QC Plan provided they submit their plan for approval by VTA's Quality Assurance Manager. Contractor shall ensure its subcontractor, supplier or manufacturer's agreements include the quality assurance requirements specified in this appendix.

1.9 Inspection and Testing

The CQCP must describe the method by which the inspection and testing of material, product or Work is properly performed and documented, and status identified to assure that only items which have passed and been accepted are used or installed on the project. Copies of quality records (inspection/test reports and associated checklists, certificate of compliance, etc.) shall be submitted to VTA as soon as they are available.

The CQCP must include an Inspection and Testing Plan. The Inspection and Testing Plan, at a minimum, must include a final installation and testing checklist and applicable laboratory and personnel licenses/certifications subject to VTA's review and acceptance. The completed Inspection and Testing Reports and Checklists must be signed/stamped by qualified/certified inspector or tester and provided to VTA as part of quality records, confirming that all Work, products,

equipment, and systems conform to the requirements of Contract Documents. As a condition to acceptance of the completed Work, VTA will verify Contractors' completed Inspection and Testing Reports and Checklists during the final inspection/walk through to determine compliance with inspection and testing requirements.

1.10 Identification, Control and Correction of Nonconformances.

The CQCP shall contain provisions for identifying, documenting, controlling and correcting nonconforming items or conditions. Nonconforming items shall be promptly identified and corrected or segregated to prevent inadvertent use. Contractor shall document nonconformances through a nonconformance report (NCR) and establish methods and responsibilities for identifying and implementing corrective actions (CAR) to correct and prevent future recurrence.

1.11 Training and Qualifications

Contractor shall ensure that its project team members are fully qualified to perform their portions of the Work and are informed of safety requirements associated with their Work. Personnel performing inspection, test, or approval of Work shall be qualified through appropriate training and/or experience. Personnel license, certification, or special qualification and supporting training records, as applicable, must be submitted to VTA as part of the CQCP.

1.12 Payment Provisions.

Administration of Pay Item. For the Contract's Quality Assurance Program pay item, that pay item will be administered as follows:

- (a) Contractor may invoice 20% upon VTA's approval of the CQCP.
- (b) Contractor may not invoice the remaining 80% until after submittal of completed Inspection and Testing Reports and Checklists, and final acceptance of the Work.
- (c) There will be no separate payment for any other submittal required by this appendix.