

## NOTICE OF AWARD

November 16, 2020

### VIA GOLDEN STATE OVERNIGHT

**TO** : Armstrong Painting Inc **ATTENTION:**  
4719 Quail Lakes Drive Suite G Mr. Barry Armstrong  
Pmb #239 Stockton, CA 95207  
Business Phone Number:(209) 469-2405

**PROJECT** : **Contract M20097 Painting Services at all VTA Facilities**

Dear Mr. Armstrong,

Santa Clara Valley Transportation Authority (VTA) General Manager / CEO has accepted your bid for the above-referenced project and has authorized the General Manager to execute an agreement with your firm. This Notice of Award is dated **November 16, 2020**.

Enclosed are two original copies of the Maintenance Agreement. **Please have both Agreements executed by a person holding appropriate authority** (the Owner, General Partner or President), and acknowledged before a Notary Public prior to returning them to VTA.

Also enclosed are copies of the payment bonds, which must be completed, signed, and notarized, as well as other Contract Forms, and returned with the Agreements. In addition, you must provide a complete certificate of insurance as per Appendix A of the Contract Documents (See enclosed insurance checklist), completed vendor master form, Federal IRS Form W-9 and California FTB 590.

Once we receive the Agreements, bonds and the certificate of insurance and other forms, we will verify that these documents are in order. We will then execute both copies of the Agreement and return one copy for your records.

Please recognize the importance of returning these documents at the earliest possible time but no later than **six (6) working days** from receipt of this notice. No additional time will be granted for completion of the Contract for failure to do so.

Please send the documents directly to the address below. If you have any questions, please email Navdeep.Kaur2@vta.org.

Sincerely,

Navie Kaur  
Construction Contracts Administrator

**Address:**

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

## **CONTRACT FORM 1 MAINTENANCE AGREEMENT**

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

**ARMSTRONG PAINTING INC.**

(“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

### **PAINTING SERVICES AT ALL VTA FACILITIES M20097**

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 Base Bid Price (as defined in Contract **Section 2.5 Definitions**) of **\$ 572,155.00**, 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

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 six (6) years (Six Option Years) for a **maximum total period of seven (7) 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, and any other requested documents along with the 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.

**ARMSTRONG PAINTING INC.**

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

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

Date: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_

Class: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**SANTA CLARA VALLEY TRANSPORTATION  
AUTHORITY**

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

John Wesley White  
Chief Procurement Officer

Date: \_\_\_\_\_

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

Nuria I. Fernandez  
General Manager / CEO

Date: \_\_\_\_\_

Approved as to Form: (Legal Counsel)

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

Date: \_\_\_\_\_

**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

**ARMSTRONG PAINTING INC.**

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

**PAINTING SERVICES AT ALL VTA FACILITIES  
M20097**

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

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**(INSERT SURETY COMPANY)**

as Surety, are held and firmly bound unto VTA, in the penal sum of **\$572,155.00** 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

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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**

**SURETY**

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name – Please Print)

\_\_\_\_\_  
(Name – Please Print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(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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## **APPENDIX A INSURANCE REQUIREMENTS**

### **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](mailto: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  
3331 North First Street  
San José, CA 95134-1906  
Contract No. M20097**

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](mailto:Insurance.Certificates@vta.org)

2. Provide the following information in the "Certificate Holder" box:

**Santa Clara Valley Transportation Authority**  
**3331 North First Street**  
**San José, CA 95134-1906**  
**Contract No. M20097**

## **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, or 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 ten (10) years after Final Acceptance of the Work.
- b. Business Auto coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, symbol "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. Railroad Protective Liability insurance covering liability for work performed on or adjacent to VTA's light rail line(s) for bodily injury, property damage, including damage to VTA's property, equipment, and facilities; Insurance Services Office form number CG 0035. Contractor must apply for enrollment in VTA's Blanket Railroad Protective Liability program, for which VTA pays the premium directly to the insurer. Contractor must provide all necessary data for enrollment application, including but not limited to total Contract value (including Contractor's profit) on the entire project, and on that portion of the Work performed within 50 feet of the VTA rail Right of Way, measured from the nearest rail.

In the event that Contractor is rejected for enrollment in VTA's program, Contractor must purchase, at its own expense, its own stand-alone project-specific Railroad Protective Liability coverage, showing VTA as the Named Insured on the policy, covering

liabilities arising out of work performed by Contractor within 50 feet of the VTA rail Right of Way, measured from the nearest rail, for bodily injury, property damage, including damage to VTA's property, equipment, and facilities, under ISO coverage form CG 00 35 04 13 or equivalent.

## **2. Minimum Limits of Insurance**

- a. Contractor must maintain limits no less than:
  1. General Liability (including umbrella/excess liability): \$5,000,000 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): \$5,000,000 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 Umbrella/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.
  5. Railroad Protective Liability: \$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, or lack thereof, 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 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 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, 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 Contractor's insurance. Contractor's insurance must not seek contribution from VTA's insurance program.

## **3. Other Insurance Provisions**

- a. 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.





ALL QUESTIONS MUST BE ANSWERED AND APPLICATION MUST BE SIGNED.

VTA contract #

1. Name of Contractor

2. Address of Contractor

3. Name of project owner for whom work is being done:

4. Address

5. Physical Description of work being performed

5a. For VTA projects: is this capital or operations?  Capital  Operations

6. Total Cost of Contract

7. Total cost incurred within 50 feet

8. Location and Description of Contractor's work within 50 feet of railroad

8a. How many trains pass through the jobsite each day? 300

9. Anticipated start date

9a. # of total work days: \_\_\_\_\_

10. Anticipated completion date

11. If any movement of track, please describe

12. Confirm VTA is additional insured on Contractors policies: Yes  No

13. Confirm VTA is held harmless in contract? Yes  No

14. Confirm the contractual exclusion for work within 50 feet of a RR has been removed from the contractor's general liability, automobile and umbrella insurance policies.

15. Please attach project scope of services, and General Contractor's certificate of insurance, with the following endorsements attached: GL and Auto Additional Insured; GL Railroad CG 24 17; Waiver of Subrogation for all lines; Primary & Noncontributory for all lines; Separation of Insureds for all lines; Umbrella or Excess policy Schedule of Underlying Insurance; Umbrella or Excess Drop Down endorsement

Signed: to the best of my knowledge, the information provided above is true and correct.

*See other side for premium coding (VTA projects only)*

For VTA Use Only

VTA coding (for VTA projects only)

G/L Account  
CO Area  
Cost Center  
Order  
WBS Element  
Fund  
Functional Area  
Funds Center


Funding Source  
Grant  
Commitment Item


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**2020 Withholding Exemption Certificate****590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name \_\_\_\_\_

**Payee Information**Name \_\_\_\_\_  SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) \_\_\_\_\_

City (If you have a foreign address, see instructions.) \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for **1131**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title \_\_\_\_\_ Telephone \_\_\_\_\_

Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_



# ACH Payment Authorization Form

**New Agreement**
                         
  **Change Account**
                         
  **Cancel Agreement**

PAYEE/COMPANY INFORMATION		
<b>1</b>	Name	
	Address	
	City, State, & Zip Code	
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Email for remittance advice</td> <td style="width: 50%;">Tax ID # (EIN or SSN)</td> </tr> </table>	Email for remittance advice
Email for remittance advice	Tax ID # (EIN or SSN)	

FINANCIAL INSTITUTION INFORMATION			
<b>2</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Bank Name</td> <td style="width: 40%;">Branch</td> </tr> </table>	Bank Name	Branch
	Bank Name	Branch	
	Bank Address		
	City, State, & Zip Code		
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Transit/ABA #</td> <td style="width: 50%;">Account #</td> </tr> </table>	Transit/ABA #	Account #
Transit/ABA #	Account #		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Account Name</td> <td style="width: 50%;"> <input type="checkbox"/> Checking Account                                      <input type="checkbox"/> Savings Account             </td> </tr> </table>	Account Name	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account	
Account Name	<input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account		

**IMPORTANT NOTE: The person signing the Authorization must be a designated officer from the Finance Dept.**

AUTHORIZATION			
<b>3</b>	<p>I hereby authorize Santa Clara Valley Transportation Authority (VTA) to initiate electronic transfer of funds to the account indicated above using Automated Clearing House (ACH) for settlement of invoices. If funds to which I, or the company I represent, am not entitled are deposited in the account stated above, I authorize VTA to initiate a correcting (debit) entry. This authorization is to remain in full force and effect until VTA has received written notification of its termination in such time and in such manner as to afford VTA and the Financial Institution a reasonable opportunity to act on it.</p>		
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature</td> <td style="width: 50%;">Title</td> </tr> </table>	Signature	Title
	Signature	Title	
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Print Name</td> <td style="width: 50%;">Date</td> </tr> </table>	Print Name	Date	
Print Name	Date		

**\*\*PLEASE ATTACH A VOIDED CHECK/SAVINGS DEPOSIT SLIP TO CONFIRM ACCOUNT INFORMATION\*\***

Jane A. Doe	3680	
1000 Main St.	<i>example</i>	Date _____
Anywhere, USA 10001		
Pay to the Order Of _____	\$	<input style="width: 50px; height: 20px;" type="text"/>
123456789	11484620040	00 3680
<b>Transit/ABA#</b>	<b>Account #</b>	

SUBMIT FORM AND VOIDED CHECK/SAVINGS DEPOSIT SLIP TO ANY ONE OF THE FOLLOWING:			
<b>4</b>	<b>E-mail (preferred):</b> <a href="mailto:VTAAccountsPayable@VTA.org">VTAAccountsPayable@VTA.org</a>	<b>Mail:</b> Santa Clara Valley Transportation Authority Attn: Accounts Payable, Bldg. A 3331 N. First Street San Jose, CA 95134	<b>Fax:</b> 408-955-0894  <b>A/P Main Line:</b> 408-321-5678