

Contract C19010

# CERONE DIVISION EMERGENCY GENERATOR REPLACEMENT

Volume 1

Contract Documents

Issued for Bid  
June 12, 2019

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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”):

**CERONE DIVISION EMERGENCY GENERATOR REPLACEMENT  
CONTRACT C19010**

### 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. Go to [www.vta.org/procurement](http://www.vta.org/procurement) and select “General Information” which will lead you through the registration process. Once registered, Bidders can view and download information regarding this procurement, including the Contract Documents. There is no charge for downloading these documents. 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 to (i) remove two propane-fueled standby generators located inside the Energy Building at VTA’s Cerone Division and (ii) replace the removed generators with a single diesel-fueled generator to be located outdoors. Major components include the generator and belly tank, equipment pad and foundation, fuel piping, conduit, wiring, and automatic transfer switch.

The Work also includes modifications to an existing underground diesel storage tank, underground piping, and controls used for bus fueling operations, as well as structural, electrical, mechanical, and plumbing modifications necessary to facilitate energy building equipment removals and installation. In addition, the Work includes the removal, handling, and disposal of material, substrates, or portions thereof from the energy building that contain asbestos, lead paint, and PCB.

The Engineer’s Estimate for this Work ranges from \$1.3 Million to \$1.8 Million. 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:

**Date: July 17, 2019 at 1:00 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: Ehab Azab  
3331 North First Street, Building A  
San José, California 95134

### 1.5. Licenses

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

**Licenses:** Class A (General Engineering); HAZ – Hazardous Substance Removal Certification; C-10 – Electrical Contractor; C-22 – Asbestos Abatement Contractor.

The Bidder itself, as the prime contractor, must possess a Class A (General Engineering) license, meaning the Class A (General Engineering) license requirement cannot be satisfied merely by identifying a subcontractor with a Class A (General Engineering) license.

A combination of prime Contractor and subcontractor license is acceptable only when each subcontractor’s scope of work is identified in Bid Form #3 and each subcontractor is properly licensed at the time of Bid submittal. Regardless of whether a subcontractor must be identified at the time of bid, all of Contractor’s subcontractors must also be properly licensed.

Each Bidder must indicate whether it satisfies the minimum experience requirements set forth on Bid Form #10, References and Previous Experiences. **Bidders who do not possess the required minimum level of experience, as detailed on Bid Form #10, will be considered non-responsive.**

### 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 <b>Section 4 Bid Forms</b> 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 10% of the Total Bid Price. Refer to <b>Section 3.10.2 Bid Security Form/ Bidder’s Bond</b> .
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 <b>Section 3.5 Prevailing Wage Requirements</b> .
Department of Industrial Relations Registration	<b>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.</b> This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Refer to <b>Section 3.5 Prevailing Wage Requirements</b> .

Pre-Qualification	Pre-Qualification is required as defined in <b>Section 1.9 Pre-Qualification Requirements</b> .
Contract Forms to Submit	Refer to <b>Section 5 Contract Forms</b> 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 **4.45%** 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. Pre-Qualification Requirements**

This Contract requires Pre-Qualification of all prospective Bidders. The Pre-Qualification application is contained in **Appendix I Pre-Qualification Requirements**.

Prospective Bidders that are not pre-qualified may qualify during the solicitation period, up to two days before Bid Opening. Prospective Bidders not currently pre-qualified, and intending to be pre-qualified, must request Pre-Qualification sufficiently in advance of the Bid Opening so as to ensure there will be no need to extend the solicitation period or delay the award.

### **1.10. Pre-Bid Meeting and Project Site Tour**

A pre-Bid meeting and site tour will be held at the following location and time:

Santa Clara Valley Transportation Authority, VTA Cerone Division  
3990 Zanker Road, Building A  
San José, CA 95134  
on

**June 26, 2019, at 10:00 AM**

### **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: Ehab Azab  
Email: ehab.azab@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 (NRA), 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.

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**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



Date

## 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 NRA.

##### Award Process

- Upon VTA's approval of the award of the Contract, VTA issues NOA 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 (NOA)**

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 NOA letter to the Successful Bidder. Included with the NOA 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:

<u>Documents</u>	<u>For additional information, reference the following:</u>
• 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
• Schedule of Values	Section 8, Division 1, section 01 12 92 / Section 7.59.1
• 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 Contractor submittals required by these Contract Documents.

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 Charged Day will be as defined in **Section 6.4 Time for Performance**.

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

**“NRA”** means Notice of Recommended 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.

**“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, including all adjacent and other related areas occupied or used by Contractor or his subcontractors.

## 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 **5 working days** 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 no. 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 **10% 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 2<sup>nd</sup> 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 2<sup>nd</sup> working day after the Bid Opening**. Refer to **Appendix C Business Diversity Policy and Requirements** regarding requirements for Good Faith Effort documentation.

If a participation goal was NOT specified, whereas VTA's annual utilization goal or aspirational goal was specified in **Section 3.8 Business Diversity**, Bidders are not required to submit 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 – Not Applicable
- (c) Bid Form 10 – References and Previous Experiences

### **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. 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.

### **3.13. Basis of Award**

Bids shall only be accepted from those Bidders who have been pre-qualified as required for this Project. The fact of pre-qualification or any pre-qualification rating will not preclude VTA from a post-Bid consideration and determination of whether a Bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed Work, and has demonstrated the requisite trustworthiness. 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.

### **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 NRA. 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**

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## 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** Not Applicable
- Bid Form 8** Non-Collusion Declaration
- Bid Form 9** Public Contract Code Statements
- Bid Form 10** References and Previous Experiences

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**BID FORM 1**  
**BID FOR CONTRACT C19010**

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 MEAING, 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	Qty.	Units	Unit Price	Total
	1	-	All labor, equipment, services and material for completion of the work described in the Contract Documents	Lump Sum	Lump Sum		\$
<b>TOTAL BID PRICE:</b>						<b>\$</b>	

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

*[This Page Intentionally Left Blank]*



**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 **10% 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

**Cerone Division Emergency Generator Replacement  
Contract C19010**

("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.

Cerone Division Emergency Generator Replacement  
Contract C19010

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

**PRINCIPAL**

\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name – Please Print)  
\_\_\_\_\_  
(Title)

**SURETY**

\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name – Please Print)  
\_\_\_\_\_  
(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 percent of Bidder's Total Bid Price, or in Bids for the construction of streets, highways, including bridges, in excess of one-half 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.

**A. ENTER PROJECT AND BIDDER INFORMATION**

Contract Name \_\_\_\_\_  
Contract Number \_\_\_\_\_  
Bidder Name \_\_\_\_\_  
Total Bid Price: \$ \_\_\_\_\_  
Amount to be Subcontracted: \$ \_\_\_\_\_  
Percentage to be Subcontracted: \_\_\_\_\_ %

**B. ENTER NAMES OF SUBCONTRACTORS AS IDENTIFIED ABOVE**

Name of Subcontractor	City and State of Subcontractor	Bid Item	Portion of Work	Contractor's State License Number	Contractor's DIR Registration Number

**CONTINUED ON NEXT PAGE →**

**B. ENTER NAMES OF SUBCONTRACTORS AS IDENTIFIED ABOVE (continued)**

Name of Subcontractor	City and State of Subcontractor	Bid Item	Portion of Work	Contractor's State License Number	Contractor's DIR Registration Number

## BID FORM 4 LISTING OF SBE 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. (Ref: SBE Goal)

**A. ENTER CONTRACTOR INFORMATION**

Firm (Prime): \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, ZIP: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Preparer's Name: \_\_\_\_\_  
 Preparer's Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ Age of Firm: \_\_\_\_\_

Is Firm (Prime) a Small Business Enterprise?     Yes     No

VTA to Complete this Section
Contract Number: _____
Federal Aid Project #: _____
Bid Opening Date: _____
Contract Award Date: _____
VTA OBDPE certifies that all SBE certifications are valid and information on this form is complete and accurate.
OBDPE Rep Signature: _____
Printed Name/Title: _____
Phone #: _____
Date Signed: _____

<b>SBE Participation Goal</b>	<b>4.45%</b>
<b>Bid Amount (Enter Base Contract Amount)</b>	<b>\$</b> _____

**B. LIST SBE CONTRACTOR AND SUBCONTRACTORS:**

Bid Item	Description of Work, Service, or Materials Supplied	Certification Number	Agency Certifying	Name and Address of Certified SBE	SBE Dollar Amount

*Formula to calculate SBE Goal Achieved*

$\frac{\text{Total SBE Dollar Amount}}{\text{Base Contract Amount}} \times 100 = \text{SBE Goal Achieved as a percentage}$
--

Enter totals from any additional sheets here:

<b>Total SBE Dollar Amount</b>	<b>\$</b> _____
<b>SBE Goal Achieved (see formula at left)</b>	<b>%</b> _____

**C. GOOD FAITH EFFORT:**     Check this box if attempts to solicit sufficient SBE participation to meet the SBE Participation Goal has been unsuccessful and good faith effort will be submitted in accordance with contract requirements.

**D. LIST TOTALS OF CONTRACTOR AND SUBCONTRACTORS (SBE AND NON-SBE):**

Total Dollar Amount of ALL Subcontractors:    \$ \_\_\_\_\_                      Total Number of ALL Subcontractors:    \_\_\_\_\_

**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 firms being claimed for credit, regardless of tier. Names of the First Tier SBE Subcontractors and their respective items(s) of work listed above must be consistent, where applicable, with the names and items of the work in the Bid Form 4a "Supplemental Contractor and Subcontractor Information". The preparer indicated in Part A is providing written confirmation of each listed SBE.

**PART A: ENTER CONTRACTOR INFORMATION**

---

- Box 1: Name of firm (Prime Contractor) submitting Bid.  
Box 2 and 3: Address of firm.  
Box 4 and 5: Phone number of individual submitting the Bid; Fax number of firm  
Box 6: Email of individual submitting the Bid  
Box 7, 8 and 9: Printed name and title and signature of individual preparing this bid form the Bid;  
Box 10: Enter age of firm  
Box 11: Indicate if the Firm (Prime contractor) is a Small Business Enterprise.  
Box 12: VTA will enter the SBE Participation Goal – the contract goal which is the minimum required SBE participation.  
Box 13: Enter Bid Amount representing Base Contract Amount as provided in Bid Form 1.

**PART B: LIST SBE CONTRACTOR AND SUBCONTRACTORS**

---

- Column 1: Bid Item: Enter bid item number for work, services, or materials to be provided.  
Column 2: Description: Enter description of work, services, or materials to be provided.
  - Indicate all work to be performed by SBEs including work performed by the prime contractor's own forces, if the prime is a SBE.
  - If 100% of the item is not to be performed or furnished by the SBE, describe the exact portion to be performed or furnished by the SBE. See Appendix C Business Diversity Policy and Requirements to determine how to count the participation of SBE firms. A summary of that information is provided below:

**CREDIT FOR SBE VENDOR** of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from a SBE regular dealer. Credit for SBE manufacturers is given at 100% toward the SBE goal only where the SBE vendor manufactures or substantially alters the material prior to resale.  
**CREDIT FOR SBE 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 to non-SBE firms, towards the SBE goal.  
**CREDIT FOR SBE TRUCKING FIRMS** is limited to amount performed by the SBEs own trucks and drivers and by certified SBE trucking subhauers. A SBE trucking firm must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.

- Columns 3 and 4: Enter certification number and agency certifying the SBE. A SBE must 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 at the time of Bid.  
Column 5: Enter name and address of the certified SBE subcontractor. Also, enter the prime contractor's name if the prime is a SBE.  
Column 6: Enter the subcontracted dollar 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 of SBE/DBE firms. A summary of that information is also above  
Box 14: Box 14 is the sum of the values in column 6.  
Box 15: Calculate the SBE Goal Achieved. This percentage must equal or exceed the SBE Participation Goal amount written in Box 12. In the event of arithmetic error in the total bid amount, then Box 15 will be revised. The successful Bidder's SBE Goal Achieved equates to the Contractor's committed SBE goal.

**PART C: GOOD FAITH EFFORT**

---

- Box 16 Check Box 16 if insufficient SBE Participation has been achieved and a good faith effort is required. Refer to the contract *Section 7.0 General Conditions, 13.7 Good Faith Effort* for documentation to provide.

**PART D: LIST TOTALS OF CONTRACTOR AND SUBCONTRACTORS**

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- Line 1: Enter the total dollar amount of all subcontracted contractors. SUM = [SBEs + all Non-SBEs]. Do not include the prime contractor information in this count.  
Line 2: Enter the total number of all subcontracted contractors. SUM = [SBEs + all Non-SBEs]. Do not include the prime contractor information in this count.

## BID FORM 5 SUPPLEMENTAL CONTRACTOR and SUBCONTRACTOR INFORMATION

### IMPORTANT INFORMATION

- **ALL FIRMS FILL THIS OUT:** All firms bidding on prime contracts and bidding or quoting subcontractors are required to complete this form for the identified contract name and number. The form must be copied by the prime Bidder and distributed to all subcontractors. Prime Firm will then complete and sign the form in the final section below and submit the information to VTA.
- **SUBMITTAL DUE DATE:** Refer to Section 3.0 Instructions to Bidders for submittal information.
- **INSTRUCTIONS:** If you require additional forms or information, please contact the project Contract Administrator.

### A. ENTER PROJECT INFORMATION

Contract Name \_\_\_\_\_

Contract Number \_\_\_\_\_

### B. ENTER CONTRACTOR/SUBCONTRACTOR INFORMATION

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

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

City, State, ZIP: \_\_\_\_\_

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

State License #: \_\_\_\_\_

DIR Registration #: \_\_\_\_\_

### C. ENTER DETAILS REGARDING CONTRACTOR/SUBCONTRACTOR LISTED ABOVE

Check One:	<input type="checkbox"/> DBE <input type="checkbox"/> SBE <input type="checkbox"/> Non-SBE/Non-DBE <input type="checkbox"/> BDPBE (MWBE, DVBE, or LGTBTE)
Age of Firm:	
Annual Gross Receipts <i>(indicate bracket of income)</i>	<input type="checkbox"/> Below \$500K <input type="checkbox"/> \$500K to \$1M <input type="checkbox"/> \$1M to \$4M <input type="checkbox"/> \$4M to \$6M <input type="checkbox"/> \$6M to \$13M <input type="checkbox"/> Above \$13M
Ethnicity	<input type="checkbox"/> Asian <input type="checkbox"/> Subcontinent Asian <input type="checkbox"/> Native American <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Caucasian <input type="checkbox"/> Other _____
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female

### D. FORM COMPLETED BY:

Form Completed by *(print name and sign)*: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Email address: \_\_\_\_\_

### E. TO BE COMPLETED BY PRIME FIRM (BIDDER)

Prime Firm (Bidder): \_\_\_\_\_

Was this firm selected for a subcontract or purchase for this contract?    Yes    No

If yes, enter the dollar value of this subcontract or purchase: \$ \_\_\_\_\_

Enter the description of this firm's work: \_\_\_\_\_

**INSTRUCTIONS FOR BID FORM 5**

Refer to these instructions when filling out Bid Form 5.

The subcontractor or contractor filling out this form will fill out Part A to Part D. The form is then finalized by the Prime Firm (Bidder) by completing Part E. The Prime Firm (Bidder) will then submit all the forms to VTA in accordance with the instructions provided in the Bid documents.

**PART A: ENTER PROJECT INFORMATION**

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- Box 1: Enter contract name for which this form is being filled out.  
Box 2: Enter contract number for which this form is being filled out.

**PART B: ENTER CONTRACTOR/ SUBCONTRACTOR INFORMATION**

---

- Box 3 to Box 8: Enter contractor/subcontractor name, address, phone number, California State License Board Number (if not listed in Bid Form 3, and DIR registration number (if not listed in Bid Form 3).

**PART C: ENTER DETAILS REGARDING CONTRACTOR/SUBCONTRACTOR LISTED ABOVE**

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- Box 9: Check one of the choices offered. If checked for SBE (Small Business Enterprise), DBE (Disadvantaged Business Enterprise) or BDPBE (Business Diversity Programs Business Enterprise), the firm must be certified. Refer to contract documents for additional information about certification.  
Box 10: Enter age of firm.  
Box 11: Check one of the choices offered to indicate bracket of income.  
Box 12: Check one of the choices offered to indicate ethnicity. If "Other", please enter information in space provided.  
Box 13: Indicate gender.

**PART D: FORM COMPLETED BY:**

---

- Box 14: Print and sign the name of the individual who provided the information in Parts A to C.  
Box 15: Enter date signed.  
Box 16: Provide email address of the individual who provided the information in Parts A to C.

**PART E: TO BE COMPLETED BY PRIME FIRM (BIDDER)**

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- Box 17: Enter prime firm (bidder) name.  
Box 18: Answer the yes/no question.  
Box 19: If entered yes to Box 18, enter the dollar value of this subcontract or purchase.  
Box 20: Enter the description of the firm's work for the firm identified under B to C.



**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 9 PUBLIC CONTRACT CODE STATEMENTS**

There are three parts to this **Bid Form #9**. Complete the information in each part and sign the last page of this **Bid Form #9**.

### **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 Proposal. Signing this Proposal on the signature portion thereof (second page to this form) 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:

**BID FORM 9 (continued)**

**C. Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, Contractor, 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 Contractor within the immediately preceding two-year period because of the PROPOSER's failure to comply with an order of a federal court which orders the PROPOSER to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof (below) 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 #9**, 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 CEREONE DIVISION EMERGENCY GENERATOR REPLACEMENT  
Contract Number C19010  
Bidder Name \_\_\_\_\_

**B. PROJECT EXPERIENCE**

**IMPORTANT INFORMATION**

Each Bidder must have the following minimum experience:

1. Within the past five years, the Bidder must have completed at least one standby generator installation for a public agency or commercial owner located in the State of California.
2. Within the past five years, the Bidder must have completed at least one commercial dismantling and removal of a petroleum storage tank system located in the State of California.
3. Within the past five years, the Bidder must have completed at least one commercial aboveground or underground storage tank diesel dispensing facility installation in the State of California, including incidental tank related piping, electrical work, and testing and adjusting of leak detection equipment.

A Bidder can demonstrate this experience through either its 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 must completely fill in this form for **three completed projects** consisting of the required 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 \_\_\_\_\_

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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:

- |                        |   |
|------------------------|---|
| <b>Contract Form 1</b> | Construction Agreement<br>Note: Form must be acknowledged by a notary |
| <b>Contract Form 2</b> | Performance Bond<br>Note: Form must be acknowledged by a notary       |
| <b>Contract Form 3</b> | Payment Bond<br>Note: Form must be acknowledged by a notary           |
| <b>Contract Form 4</b> | Listing of Subcontractors, Suppliers, and Subconsultants              |

These Contract Forms will be returned to:

Santa Clara Valley Transportation Authority  
Procurement, Contracts and Materials Management  
Attention: Ehab Azab  
3331 North First Street, Building A  
San José, California 95134

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## CONTRACT FORM 1 CONSTRUCTION AGREEMENT

This Construction 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

### Cerone Division Emergency Generator Replacement Contract C19010

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, shall be the Total Contract Price (as defined in Contract **Section 2.5 Definitions**), 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 Construction Agreement:

Appendix C	Business Diversity Policy and Requirements
Appendix D	Federal Requirements
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 and Appendix D
Section 6.0	Special Conditions, including Appendices referenced therein except Appendix C
Section 7.0	General Conditions including Appendices referenced therein except 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.** Contractor shall commence the Work immediately upon issuance by VTA of a Notice to Proceed and shall complete all of the Work by the dates specified in Contract **Section 6.4 Time for Performance.** The issuance of a Notice to Proceed is contingent upon Contractor's submittal of proper insurance certificates, performance bond, payment bond, Listing of Subcontractors, Suppliers and Subconsultants, Federal and State Tax Forms, Erosion and Sediment Control Action Plan Element (ESCAPE), Storm Water Pollution Prevention Plan, and executed Construction Agreement no later than **six (6) working days** following the date of VTA's Notice of Award. The first chargeable day under the Contract is set out in Contract **Section 6.4 Time for Performance.**
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: \_\_\_\_\_

Thor Vue  
PCMM Manager

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

Nuria I. Fernandez  
General Manager / CEO

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

Approved as to Form:

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

Legal Counsel

**CONTRACT FORM 2  
PERFORMANCE 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 contract described as:

**Cerone Division Emergency Generator Replacement  
Contract C19010**

and all of the Contract Documents attached to or forming a part of said contract (herein collectively referred to as the “Contract”) are hereby referred to and made a part hereof; and

**WHEREAS**, said Principal is required under the terms of said Contract to furnish a bond executed by an admitted surety insurer for the faithful performance of said Contract;

**NOW THEREFORE**, we, the Principal and

**INSERT SURETY COMPANY**

as Surety, are held and firmly bound 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 and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend and save harmless VTA, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or additions to the terms of the Contract or to the Work or to the specifications.

In the event suit is brought upon this bond by VTA and judgment is recovered, Surety shall pay all costs 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 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

**Cerone Division Emergency Generator Replacement  
Contract C19010**

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**

**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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## SECTION 6 SPECIAL CONDITIONS

### 6.1. Indemnity and Defense of Claims

#### 6.1.1. Indemnify and Hold Harmless

Contractor shall indemnify and hold harmless VTA, the public agencies within whose jurisdiction or on whose property the Work is being performed and their respective Board of Supervisors, Board of Directors, Councils, VTA's board members, officers, agents, employees, and consultants (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**, 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 Indemnites 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 **395 calendar days** commencing on the First Charged Day. First Charged Day is defined as 20<sup>th</sup> day following the issuance of a NOA by VTA. If the First Charged Day falls on a Friday, a weekend day, or a holiday, the following working day will 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; and
- 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.

- 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 all necessary permits from all governing agencies with jurisdiction over the Work and make arrangements for inspections and approvals for the Work. Contractor shall prepare and submit all forms to VTA, including those requiring VTA signature, and pay for all plan check application fees and permit fees.

**Identified Governing Agencies:** VTA has identified the agencies listed below as having jurisdiction over the Work. The list is not necessarily complete, and nothing herein relieves Contractor from the obligation of identifying all agencies having jurisdiction over the Work and complying with all applicable requirements of those agencies.

The identified agencies include:

- Santa Clara County Department of Environmental Health; Hazardous Materials Compliance Division (“HMCD”). HMCD is the Certified Unified Program Agency for this Project.
- Bay Area Air Quality Management District.

**No building permit is required. The VTA Cerone Division facility is outside of the jurisdiction of the City of San José’s Building and Fire Department.**

Final payment to Contractor will not be made until the terms and conditions of all permits have been satisfied.

## 6.8. Payment of Fines and Fees

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

## **6.11. Work Sequence and Constraints**

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

### **6.11.1. Construction Hours**

The site will be accessible to the Contractor during construction as directed by VTA. In general, Contractor's construction activity must occur between the hours of 7:00 AM and 4:00 PM on Mondays through Fridays.

Work resulting in power interruptions and shutdowns must occur in accordance with Section **6.11.2, Power Interruptions and Shutdowns.**

All other night and/or weekend Work requires a 48 hour advance notification to and approval by VTA.

### **6.11.2. Interruptions and Shutdowns**

General Requirements: Contractor must request VTA approval for all power interruption shutdowns, and provide reasonable advance notice to VTA, in no event less than 14 calendar days prior to the requested power interruption shutdown. Power interruption shutdowns must occur only on Saturdays and Sundays, starting no earlier than 5:00AM and ending no later than 6:00PM daily. During power interruption shutdowns, Contractor must provide temporary power to select circuits and equipment located in VTA occupied buildings, using Contractor furnished generators, complete with extension cords and fittings. Occupied buildings include:

1. Bus Operations (Bldg. B): Contractor must provide temporary power to servers and networking equipment, computers, phones, copiers, radios and light fixtures used by VTA dispatch operations staff.
2. Minor Maintenance (Bldg. E): Contractor must provide temporary power to parts system server, one shop air compressor and one set of mobile bus lifts.
3. ZEB Maintenance Shop (Bldg. K): Contractor must provide temporary power to voice recording system for the network phone line.

Diesel Fuel Delivery: The offloading of diesel fuel by tanker trucks occurs at Cerone Division on every other day, except weekends. Tanker trucks offload the diesel fuel into remote fill ports which connect via underground piping to underground diesel storage tanks and the Veeder-Root in-tank fuel monitoring system. The fill port location is shown on the Contract Drawings, Sh. R-1.0. Contractor must not disrupt the tanker truck diesel fuel offloading. The Veeder-Root in-tank fuel monitoring system must remain operational during the diesel fuel offloading. The Veeder-Root control panel is shown on the Contract Drawings, Sh. FE-2.0.

Underground Storage Tank (UST) #4: UST #4 must be taken out of service by Contractor in accordance with the regulations of the authorities having jurisdiction, prior to uncovering and commencing work on UST #4. All USTs, with the exception of UST #4 must remain operational. The fuel dispensers connected to UST #4 are shown on Contract Drawings, sh. R-1.0. Contractor must coordinate the fuel top off provided by VTA prior to commencing work on UST #4. UST #4 and fuel dispensers connected to UST#4 will be out of service for no longer than fourteen consecutive calendar days. After fourteen consecutive calendar days, a minimum of seven calendar days is required before UST #4 is taken out of service again. Contractor must not uncover tank if rain occurs or is forecast during the out of service duration.

Bus Fueling Operations: If requested by Contractor, VTA will allow shutdowns of all fuel Island dispensers for a consecutive duration of up to four (4) hours, between the hours of 10:00AM and 2:00PM daily. All fueling operations must be restored by 2:00PM daily, with the exception of the dispensers connected to UST #4. Excluding dispensers connected to UST #4, the duration of all the dispenser shutdowns must not exceed 100 hours, without prior VTA approval.

#### **6.11.3. Special Phasing Requirements**

Contractor will (i) provide and coordinate phased activities and construction methods that minimize disruption to VTA operations and (ii) provide complete and operational systems during construction. Contractor must either (i) phase the construction sequence such that at no time is VTA without emergency back-up power as a result of the Work, except as indicated in **Section 6.11.2 Power Interruptions and Shutdowns**, or (ii) provide VTA with portable generators sufficient to meet the electrical demand. Utilities, equipment, and devices must not be removed or reconfigured until removal or reconfiguration has been coordinated with VTA and approval is given by VTA in writing.

#### **6.11.4. Contractor's Lay Down Areas**

Contractor's lay down areas will be provided by VTA, as shown in **Section 9 Contract Drawings**. Contractor shall procure and maintain additional storage or work areas as needed for operations outside the Worksite. Contractor shall store materials and equipment under Contractor's control in a manner that will not interfere with VTA operations. Contractor shall provide signage designating the lay down area limits.

#### **6.11.5. Parking Facilities**

Contractor shall provide parking facilities for Contractor personnel and subcontractors and shall prohibit parking of Contractor personnel and subcontractor personnel vehicles inside VTA Cerone Division, as well as VTA employee parking lots. These parking facilities must not impair or interfere with existing community parking and traffic conditions.

#### **6.11.6. Temporary Fencing, Signage, and Plating**

Contractor shall provide temporary fencing and signage as required to maintain safety and to delineate the appropriate bus circulation paths. Fencing and signage must be kept clean and in good repair and must be reflective for night viewing. Upon completion of the Project, Contractor shall remove all temporary fencing and signage from the Worksite.

Contractor shall provide temporary plating for all excavation areas by no later than 4:00 PM daily to ensure a clear path of travel for fueling operations. Contractor shall provide temporary fencing and signage at all excavations and areas not provided with plating.

#### **6.12. Reserved**

#### **6.13. Sound Control Requirements**

Contractor shall 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, shall 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, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. Noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transit equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

#### **6.14. Safety Precautions, Programs and First Aid Requirements**

Contractor shall promptly and fully comply with, carry out, and shall, without separate charge to VTA, enforce compliance with the safety and first aid requirements stated herein, prescribed by applicable laws and regulations and those prescribed by an official or representative charged with the enforcement thereof. Contractor shall take such other measures as may be necessary to the end that Work shall be done in a safe manner and that the safety and health of employees and the people of local communities is safeguarded. Compliance with the provisions of this Special Condition by subcontractors shall be the responsibility of Contractor.

##### **6.14.1. Safety Supervision**

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall:

- (1) Identify a competent individual, i.e.: a superintendent or foreman, who shall be assigned to work at the Worksite and shall be responsible for Worksite safety,
- (2) Contractor shall submit a site-specific work plan which addresses the scope of work to be performed and certify that the designated safety representative has received competent person training in all aspects of the site specific work plan, and
- (3) Contractor agrees to comply with all state, federal and local regulations with regards to safety. Contractor will provide a copy of its Industrial Injury Prevention Program.

The safety representative shall set up, carry forward and aggressively and effectively maintain the aforementioned safety program covering all phases of the Work. Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, 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 on the Worksite material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined below) that has not been rendered harmless and is not identified/disclosed in **Appendix O Hazardous Material Survey Report** of the Contract Documents, Contractor shall immediately stop Work in that affected area and report the condition to VTA in writing. That portion of the Work in the affected area shall not thereafter be resumed except by written agreement of VTA and Contractor if in fact the material is asbestos or PCB or other Hazardous Substance and has not been rendered harmless. That portion of the Work in the affected area shall be resumed in the absence of asbestos or PCB or other Hazardous Substance, or when it has been rendered harmless, by written agreement of VTA and Contractor, or in accordance with a final determination by an environmental consultant employed or retained by VTA.

Contractor will not be required pursuant to **Section 7.9 Hazardous Materials or Unusual Conditions** 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" shall have the meaning set forth in California Health and Safety Code, Chapter 6.6, (and all regulations enacted pursuant thereto) and shall also include (to the extent not set forth in the Health and Safety Code) any additional substance or material that has been determined or during the time of performance of the Work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

#### **6.14.3. Safety Data Sheets and Hazardous Substances**

Contractor and subcontractors of each tier shall 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 shall contain all necessary and legally required information concerning such substances as asphalts, solvents, adhesives, epoxy resins, roofing sealant and bonding agents, mixtures or chemicals, in a format agreed to by VTA or as required by law.

#### **6.14.4. Hazardous Substances Controls and Storage**

Contractor shall 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 shall be handled in accordance with all manufacturer's guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by Contractor.

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

Hazardous Substances controls shall conform to the applicable federal, state and local rules and regulations. All Hazardous Substances and waste shall be stored in double walled containers in

accordance with all applicable federal, state and local Hazardous Substances (sometimes also referred to as "hazardous materials") requirements. If volatile and/or noxious substances are being used in spaces that are not naturally ventilated Contractor shall provide adequate artificial ventilation

#### **6.14.5. Written Safety Precautions**

Contractor shall set forth in writing its safety precautions and programs in connection with the Work, which meets or exceeds 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, specifically including, but in no event 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, and
- (3) The California Labor Code.

**In the event of conflicting requirements, the more stringent requirement shall govern.**

All Work, whether performed by Contractor, or its subcontractors of all tiers or anyone directly or indirectly employed by any of them, and all equipment, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance 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 Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and
- (2) Contractor shall provide, or cause to be provided, to each worker on the Worksite the proper safety equipment for the duties performed by that worker and will not permit any worker on the Worksite who fails or refuses to use the same. VTA shall have the right, but not the obligation, to order Contractor to send a worker off the Worksite for the day or to discharge a worker for his or her failure to comply with safety practices.

#### **6.14.6. Protection of Work and Property; Responsibility for Loss**

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

- (1) Employees on the Work and other persons who may be affected thereby;
- (2) The Work, materials and equipment to be incorporated therein, whether in storage on or off of the Worksite, under care, custody or control of Contractor and/or its sub-subcontractors;
- (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
- (4) Solvents, oils and any other substance that may be harmful to plant life shall be disposed of in containers and removed from the Worksite. At completion of the Work, any contaminated

soil shall 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, but shall not be required to, make periodic patrols of the Worksite as a part of its normal security and safety program. In such event, however, Contractor shall not be relieved of its aforesaid responsibilities and VTA shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon Contractor.

#### **6.14.8. Notice in Writing Before Breaking Ground**

Contractor shall 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, in order 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 shall 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 is responsible for job safety in compliance with the following standards:

- National Electrical Code
- CPUC General Order 143-B
- Cal – OSHA Title 8

#### **6.14.11. Damage to the Work**

Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work performed or any portion thereof (specifically including owner-supplied, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration is caused by a hazard against which VTA is required to insure provided, however, that if the loss, injury or damage would not have occurred but for the negligent act or omission of Contractor, and 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, the rebuilding, repair or restoration shall be at Contractor's cost and expense to the extent of the deductible in said insurance. If any policy of insurance covering loss or damage to the Work is voided due to any action of Contractor or any of its subcontractors of any tier, such rebuilding, repair or restoration shall be at Contractor's sole cost and expense.

#### **6.14.12. Dangerous Conditions**

Contractor shall designate the project superintendent, or such other qualified member of Contractor's organization at the Worksite as may be approved by VTA, to be responsible for the prevention of accidents.

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

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

Contractor shall not permit open fires on the Worksite.

Use or storage of explosives is prohibited.

Contractor shall return all improvements on or about the Worksite and adjacent property which are not shown to be altered, removed or otherwise changed to conditions that existed prior to Contractor's starting performance under the Contract.

#### **6.14.13. Emergencies**

In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any Federal or State safety or health law or regulation, arising out of or in any way connected with the Work or its performance, Contractor shall ensure that at least one of Contractor's employees with authority shall be 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 the Work**. Contractor shall 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 shall also ensure that at least one of Contractor's employees qualified by a recognized authority to perform First Aid is on duty 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. **See Section 6.11.1 Construction Hours.**

#### **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**

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 Contractor's 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, shop drawings, certificates of inspections, and other items pertinent to the installed and tested contract Work.

### **6.21. Progress Schedule**

#### **6.21.1. General Requirements**

- (a) **Critical Path Method.** Scheduling of Work must be performed by Contractor in accordance with this Section 6.21 Progress Schedule.

Development of the schedule and project status reporting requirements must employ computerized Critical Path Method (CPM) scheduling.

- (b) **Primavera.** All Schedules must be prepared using the latest version of “Primavera” software.
- (c) **Incorporation of Contract Requirements.** All schedules prepared by Contractor shall meet the requirements for access, sequencing, construction staging, delivery of Contractor and VTA-furnished materials, Contract milestone and completion dates as specified in the Contract Documents.
- (d) **Contractor’s Representation.** Submittal of the baseline CPM schedule (“Baseline”) and subsequent schedule updates (“Updates”) shall be Contractor’s representation that the submitted schedule meets all of the requirements of the Contract and that Contractor plans to execute the Work in the sequence, durations, and methods indicated on the submitted Baseline and Updates.
- (e) **Submittal Format.** Unless otherwise specified in this Section 6.21 Progress Schedule, procedures for the submission, review and acceptance of all schedule submittals will be in accordance with Section 6.6 Contract Data Requirements. Contractor shall submit three (3) copies of each schedule submittal and an electronic copy of the exported schedule data file on compact disk or other acceptable electronic medium for all schedule submittals.  
  
Schedule submittals includes Baseline, monthly updates, schedule revisions, recovery schedules, Time Impact Evaluations, and mitigation plans
- (f) **Current Schedule.** Contractor shall develop the schedule and monitor the actual progress of the Work. The accepted Baseline, together with the most recent accepted Update constitute the “Current Schedule”. The Current Schedule will be the basis for evaluating progress and time extension requests.
- (g) **Acceptance No Waiver.** Acceptance of Preliminary and Baseline schedules and updates by VTA does not constitute a waiver of any Contract requirement including the Contract completion and milestone dates. Neither schedule inaccuracies nor Contractor’s failure to include in the schedule an element of the Work shall relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract requirements.
- (h) **Pay Item.** The Schedule pay item includes full compensation for all costs associated with schedule submittals and re-submittals and no additional compensation will be allowed therefor.
- (i) **Schedule Adjustments.** VTA reserves the right to require that Contractor modify, adjust, add to, or clarify any portion of the Current Schedule which may later be discovered to be insufficient or inaccurate for planning, monitoring, or prosecuting the Work. No additional compensation will be provided for such modifications, adjustments, additions, or clarifications.

### 6.21.2. Reserved

### 6.21.3. Schedule Float

- (a) **Definition.** “Float” is the amount of time between the early and late start dates of an activity, or between the early and late finish dates of the activity in the CPM schedule. A Baseline with negative float will not be accepted.
- (b) **Ownership.** Neither VTA nor Contractor owns Float; the project owns Float. As such, Float is considered an expiring resource available to both parties.

- (c) **Early Completion.** If Contractor submits a schedule showing completion dates earlier than the dates specified in **Section 6.4 Time for Performance** and **Section 6.11 Work Sequence and Constraints**, VTA may, in its discretion, accept or reject the schedule. If the schedule showing early completion is accepted, VTA may, in its discretion, issue a change order adjusting the Contract dates. However, if a change order is issued, no additional compensation will be provided to Contractor for such adjustment to the Contract. If VTA elects not to issue a change order adjusting the Contract dates, any additional time between the early and contract completion dates will be Float. Neither party will be liable to the other for impacts to early completion dates.

#### **6.21.4. Reserved**

#### **6.21.5. Baseline CPM Schedule**

- (a) **Submittal.** Contractor shall prepare and submit for acceptance by VTA, a detailed Baseline as further specified in **Section 6.51 Technical Submittals List**. The Baseline shall be an orderly and practical plan for completion of the Work in conformance with all Contract requirements. The date of the Baseline shall be the date of NOA.
- (b) **Format and Content.** The Baseline must be comprehensive. It must include all activities necessary to clearly establish the critical path and to demonstrate complete and accurate planning and sequencing of the Contract and to permit monitoring and evaluation of progress and time impacts.

The Baseline shall be time-scaled and comply with the following requirements:

- All activities in the schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor.
- The Baseline must not show a duration longer than 15 days for any activity except submittals, approvals, fabrication and procurement, unless otherwise approved by VTA. An activity "duration" is the total number of actual working days required to perform that activity including the first day thereof.
- Include a Special Calendar for those activities susceptible to weather delays. The Special Calendar shall incorporate the number of working days that are anticipated will be lost due to adverse weather conditions in accordance with **Section 6.21.12 Adverse Weather Delays**.
- Identify procurement of substantial items of material and equipment and, include as separate activities the following: submittal, review, approval, order, delivery and inspection at the Worksite. The timing and duration for VTA review and approval of submittals and shop drawings shall be as specified in Section 8.0 - Technical Specifications and the Technical Submittals List.
- Identify VTA-furnished materials and equipment, if any, as separate activities.
- Show dependencies (or relationships) between activities.
- Include Contractor testing, VTA testing, training of VTA personnel, delivery of spare parts, submittal of operating and maintenance manuals, developing and completing punch list items, and clean-up as separate activities.

- Show the interface with the work of other contractors and agencies, including utilities.
  - Identify all activities to be performed by subcontractors by name of subcontractor.
  - Identify all anticipated non-working days and holidays.
- (c) **Baseline Report.** Contractor must submit with the Baseline a report containing the following information: (i) A list of activities, showing the early, late and actual start and finish dates, duration, float, responsibility code and the predecessor and successor relationship, sorted by early start; (ii) A time-scaled network diagram that includes activities and their relationships; and (iii) A written narrative which describes the basis, assumptions, planned sequence of work operations, production rates, equipment, resources, constraints, and any other considerations used to develop the Baseline.
- (d) **Review and Resubmittal.** VTA shall review and provide comments on the Baseline within 14 days of receipt. Contractor shall revise and resubmit the Baseline to address all comments, concerns and modifications requested by VTA within 14 days of receipt of VTA comments. Contractor shall include with the Baseline re-submittal a line-by-line response to each VTA comment indicating how it has been addressed by Contractor.

#### 6.21.6. Schedule Update

- (a) **Submittal.** Following acceptance of the Baseline, Contractor shall prepare and submit monthly schedule updates ("Updates") to reflect actual progress, anticipated changes to planned activities, and corrections to out-of-sequence logic. Five days before the end of each month VTA will meet with Contractor and its Scheduler to review the progress of activities and Contractor's proposed logic revisions for that month. Updates shall be statused through the end of the month and shall be submitted within 7 calendar days following the end of the month
- (b) **Content.** Each Update shall show all work activities including those already completed. Completed activities shall incorporate "As-Built" information including when activities were actually started and completed, logic revisions, and activity re-sequencing. The Weather Delay Calendar shall be revised to include actual weather delay days that occurred during the reporting period.
- (c) **Update Report.** A report shall be submitted with the Update containing the following information: (i) A list of activities, showing the early, late and actual start and finish dates, duration, float, responsibility code and the predecessor and successor relationship, sorted by early start; (ii) A time-scaled network diagram that includes activities and their relationships, and (iii) A written narrative which includes:
- Status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the Project will be brought back on schedule if delays have occurred.
  - Progress made on critical activities.
  - An explanation for lack of progress on critical path activities that were planned to be performed during the previous month.
  - An explanation for any schedule changes, including changes to logic or to activity durations.

- List of critical activities scheduled to be performed in the next three (3) week period.
  - Status of major material and equipment procurement.
  - Any delays encountered during the month.
  - List of any working days lost due to weather and changes made to the weather delay calendar.
  - Any other information pertinent to status of the Contract. Contractor shall include additional status information requested by VTA at no additional cost.
- (d) **Acceptance.** VTA will, within 14 working days after receipt of the Update, either accept, accept with comments, or reject the submittal: (i) If accepted, no additional action by Contractor is required for that month; (ii) If accepted with comments, the requested revisions must be incorporated into the next Update. Failure to incorporate the requested revisions into the subsequent Update will be cause for rejection of the subsequent Update; or (iii) If rejected, within five calendar days, Contractor shall provide a separate line-by-line response to all comments and re-submit the Update incorporating the requested revisions. Only one (1) Update re-submittal per month will be reviewed by VTA. If an Update is not accepted, the amount of that month's schedule installment payment will be deducted from the Contract (see **Section 6.21.13 Payment Provisions**).
- (e) **Current Schedule.** The accepted Update shall become the Current Schedule.

#### **6.21.7. Three-Week Look-Ahead Schedule**

- (a) **Project Meetings.** At the weekly progress meeting (see **Section 6.27 Project Meetings**), Contractor will provide a time-scaled Three Week Look-Ahead Schedule ("Three Week Schedule"). The Three Week Schedule must show the actual progress for the previous week and planned activities for the upcoming three weeks.
- (b) **Primavera.** The Three Week Schedule will be prepared using "Primavera" software. Handwritten schedules shall not be accepted by VTA. VTA may request electronic transmittal of the Three Week Schedule by compact disk or other electronic medium acceptable to VTA, at least one day ahead of the weekly progress meeting.
- (c) **Consistency.** The activities in the Three Week Schedule shall be based upon and correlated by activity number to the Current Schedule. The actual progress data incorporated into the Update and the Current Schedule shall be consistent with the data previously shown in the Three Week Schedules. The format of the Three Week Look-Ahead Schedule shall be subject to review and acceptance by VTA.

#### **6.21.8. Schedule Revisions**

- (a) **Significant Changes.** If Contractor desires to make a change in the method or manner of construction that results in significant changes to the logic, sequence or duration of scheduled activities, Contractor shall submit a request for a schedule revision to VTA. Contractor must not revise the Current Schedule until the proposed revision has been accepted by VTA.
- (b) **Format of Request.** To request a revision to the Current Schedule, Contractor shall provide VTA with a written narrative that includes a description and reason for each proposed

revision. Contractor shall also provide a time-scaled logic diagram which compares the original sequence and durations to the revised sequence of Work and activity duration.

- (c) **VTA Response.** VTA shall respond to the request for revision within 14 days. Contractor shall submit any objections to VTA's response in writing within 7 days of receipt and shall include any additional information it wishes VTA to consider in connection with the request for revision. Thereafter, VTA's determination on the request for revision shall be final and the schedule shall be updated in accordance therewith.

#### **6.21.9. Recovery Schedule**

- (a) **Submittal.** If an Update shows a date for final completion or for any of the milestones beyond the Contract dates, Contractor shall, within 7 days after submittal of the Update, submit a Recovery Schedule. Contractor's submittal shall explain the methodology, basis and assumptions used in the Recovery Schedule. If sequence changes are proposed, Contractor shall provide a schedule diagram comparing the original sequence to the proposed sequence of work.
- (b) **Acceptance.** Contractor shall incorporate any revisions to the Recovery Schedule requested by VTA. The Recovery Schedule shall not be incorporated into the Current Schedule until accepted by VTA. Change Requests and Change Notices
- (c) **Change Requests and Change Notices.** Contractor shall follow the procedures of **Section 7.65 Change Requests and Change Notices** for any changes to the Work that Contractor contends results in additional cost. Contractor's failure to submit a timely Change Request will constitute a waiver of any and all such costs and claims associated therewith including anticipated profits.

#### **6.21.10. Time Impact Evaluation for Change Orders and Delays**

- (a) **Submittal.** When Contractor becomes aware of circumstances that it considers a change to the contract resulting in delay (including Change Notices and Force Account directives), Contractor must prepare and submit a Time Impact Evaluation (TIE). The TIE must include both a written narrative and schedule diagram that shows how Contractor proposes to incorporate the change into the Current Schedule and how it impacts the critical path.
- (b) **Preparation Costs.** Contractor must be responsible for all costs associated with the preparation of TIE's and the process of incorporating them into the Current Schedule.
- (c) **Acceptance.** Once accepted by VTA, the TIE shall be incorporated into the next Update at no additional cost to VTA. If Contractor and VTA are unable to reach agreement, Contractor shall incorporate changes in accordance with VTA's direction.
- (d) **Time for Submittal/Waiver.** Contractor shall submit a TIE within 15 days of the circumstances giving rise to the change. Contractor's failure to submit a timely TIE in connection with a change causing delay shall constitute a waiver of any and all rights to a time extension, and all claims based thereon, including anticipated profits, for that change.

#### **6.21.11. Time Extensions**

- (a) **Timely Request/ Waiver.** Contractor shall request a time extension in accordance with **Section 6.21.10 Time Impact Evaluation for Change Orders and Delays** for any change, delay, or disruption that impacts a completion date of the Current Schedule. Contractor's failure to

request a time extension within 15 days of the circumstances causing the delay shall constitute a waiver of any and all rights to a time extension, compensation, and any and all claims, including but not limited to time-related overhead, indirect impacts, cumulative impacts, constructive acceleration, and loss of anticipated profits, based thereon, for that delay.

- (b) **Contractor Without Fault.** A time extension will be granted only if the change, delay, or disruption that impacts a completion date is beyond the control and without the fault or negligence of Contractor or any subcontractor and impacts the Critical Path.
- (c) **Compensable Delays.** A delay is compensable to Contractor only if it: (i) is caused by VTA; (ii) is not concurrent with Contractor's caused delays or delays that are excusable but non-compensable (e.g. weather delays); and (iii) impacts the Critical Path.
- (d) **Non-Compensable Delays.** A delay caused by VTA is non-compensable if it is concurrent with Contractor caused delays or delays that are excusable but non-compensable.
- (e) **Mitigation Plan.** For any delay for which Contractor feels they are entitled to a time extension, Contractor shall, within 15 days of the events causing the delay, submit to VTA a mitigation plan, including a schedule diagram, which explains how the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment and material required to mitigate the delay. Contractor is responsible for the cost to prepare the mitigation plan. VTA will review and comment on the time extension and mitigation plan. Within 15 days VTA will accept, accept with comments or reject the time extension and mitigation plan.

**6.21.12. Adverse Weather Delays**

- (a) **Typical Inclement Weather Days.** Contractor shall assume and incorporate into all Schedules the typical number of working days lost as a result of inclement weather shown on the table set forth below. Only working days lost as a result of inclement weather in excess of those listed for a given month shall be considered for a time extension. Typical weather days for a given month, which are not actually lost, shall not be carried over to any other month.

Typical Number of Working Days Lost to Weather

<u>Month</u>	<u># of Days</u>
January	5
February	5
March	5
April	4
May	3
June	0
July	0
August	0
September	0
October	0
November	3
December	5

- (b) **Effect on Critical Path Activities.** A working day shall not be deemed lost as a result of inclement weather, and therefore eligible for a time extension, unless at least 60% of Contractor's planned work forces are unable to be employed on the critical path activities. Weather delays may consist of days lost during inclement weather, days lost because of wet soil, and days lost because of site clean-up after inclement weather.
- (c) **Time Extensions for Weather Delay.** Contractor shall establish all of the requirements of this Section and comply with **Section 6.21.11 Time Extensions** for a time extension based on weather delay.
- (d) **Non-Compensable.** All time extensions granted for weather delays shall be non-compensable.

### **6.21.13. Payment Provisions**

- (a) **Administration of Pay Item.** If the contract contains a separate pay item for "Progress Schedule", that pay item shall be administered as follows: (i) 25% shall be invoiced upon acceptance of the Baseline, and (ii) the remaining 75% shall be invoiced in equal monthly installments for each accepted Update thereafter. The equal monthly invoice amounts shall be determined by dividing the remaining pay item amount by the number of months from the date of acceptance of the Baseline, or sixty (60) days from the first charged day, whichever is earlier, through contract completion. The final installment shall not be invoiced until after final acceptance of the Contract and a final As-Built schedule is received. There shall be no separate payment for any other required schedule submittal.
- (b) **Deductions.** If Contractor fails to submit the Baseline within sixty days from the first charged day, Contractor shall not be entitled to payment for the Baseline and therefore 25% of the total amount of the "Progress Schedule" pay item shall be deducted from the Contract. Thereafter, each month Contractor fails to submit an accepted Update, Contractor shall not be entitled to payment for that Update and the amount of that monthly installment payment shall be deducted from the Contract. Forfeiture of any payments shall not relieve Contractor from the responsibility to submit the CPM schedule update and all other requirements of this section including weekly schedule reports, daily Contractor construction reports, time impact evaluations and recovery schedules throughout the term of the contract, including the final As-Built schedule.
- (c) **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 6.23 Progress Schedule**. VTA will pay Contractor the amount withheld once VTA has determined that Contractor has satisfactorily complied with the requirements of **Section 6.23 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. Environmental Coordination and Cooperation**

Attention is directed to **Appendix G Environmental Coordination and Cooperation** of these Contract Documents for a complete listing of environmental requirements applicable to the project. Contractor is advised to become thoroughly familiar with the information, processes and forms, submittal requirements, and compliance requirements in **Appendix G Environmental Coordination and Cooperation**.

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## 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**

No VTA board member, officer, employee, or agent shall have any direct or indirect interest in this Contract or its proceeds during, or within one year after, that person's tenure with VTA.

## **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/](http://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 NOA 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 will accept 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 **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**

Within 10 working days following NOA, Contractor shall prepare and submit for approval a detailed Schedule of Values giving a complete and detailed cost breakdown of all Lump Sum Items and setting forth the estimated value of the various elements of work in conformity with the organization indicated in the Baseline Schedule. Each item in the Schedule of Values must include its proper 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. This Schedule of Values will be for the purpose of enabling Contractor and VTA to check and verify the periodic invoices to be submitted by Contractor in connection with requests for partial payments as provided for below.

The Schedule of Values breakdown will also be used in the calculation of changes, whether additive or deductive, to work performed under Lump Sum Bid Items, to the extent applicable.

Notice to Proceed will 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 shall prepare estimates of the work performed and materials delivered. Contractor shall submit the estimates to VTA on a document provided by VTA entitled "**Progress Payment – Form B**" (**Form B**). VTA will review and certify that all items, units, quantities and prices shown on the Form B 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 the Form B, VTA will schedule a meeting to review the discrepancies after which Contractor will submit a new Form B for the undisputed amounts only. No payment will be due on the disputed amounts. Once VTA accepts the Form B, Contractor shall submit an invoice on Contractor's letterhead to VTA Accounts Payable department matching the amount due from the Form B less any retention VTA may hold.

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.

**If Federal requirements apply (refer to Section 1.8), then the following applies:** In conformance with **Public Contract Code Section 7200(b)**, in subcontracts between Contractor and subcontractor and in subcontracts between subcontractor and any subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in **Public Contract Code Section 7200 (c)** shall not apply. At the option of Contractor, subcontractors shall be required to furnish payment and performance bonds issued by an admitted surety.

#### **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. Soil Boring or Other Data**

Where VTA has included soil boring information or other data in the Contract, they are included for Contractor's information only and VTA does not guarantee the accuracy of the information contained therein.

#### **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.



## **SECTION 8 TECHNICAL SPECIFICATIONS**

The Technical Specifications are provided in Volume 2.

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## **SECTION 9 CONTRACT DRAWINGS / PLANS**

The Contract Drawings/Plans are provided in Volume 3.

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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](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. C19010**

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. C19010**

### **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.
- b. Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability insurance 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 Employers Liability insurance.
- d. Contractor's Pollution Liability: covering liability arising out of the treatment, handling, storage, transportation, or accidental release of any hazardous material including Asbestos Abatement Liability. The insurance broker must affirm this coverage is present in writing on the Certificate of Insurance.

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

- a. Contractor must maintain limits no less than:
  1. General Liability (including umbrella/excess liability): \$7,500,000 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. Excess policies must feature inception and expiration dates concurrent with the underlying general liability policy, and a “Drop Down” provision.

- (a) Completed Operations coverage must be continuously maintained in force for at least ten (10) years after completion of the work under this Contract.
- 2. Automobile Liability (including umbrella/excess liability): \$2,000,000 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. Excess policies must feature inception and expiration dates concurrent with the underlying auto liability policy, and a “Drop Down” provision.
- 3. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation limits and Employers Liability limits of \$1,000,000 per accident.
- 4. Contractor’s Pollution Liability: \$3,000,000 per occurrence.
- b. Notwithstanding any language in this Contract to the contrary, if the 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**

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 in excess of the stipulated amounts stated herein, the Proposer/Bidder must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of VTA, either: the insurer must reduce or eliminate such self-insured retention as respects VTA, its officers, officials, employees and volunteers; or the bidder/proposer must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**B. Builder’s Risk Insurance**

Contractor must be 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 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 (not applicable to General Liability or Auto Liability)**

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. 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 be of at least two (2) years.
3. No prior acts exclusion to which coverage is subject that predates the date of this Contract.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**D. Other Provisions**

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

**1. General Liability, Automobile Liability and Environmental Impairment Liability**

- a. VTA, its 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 Contractor, including VTA's general supervision of Contractor; products and completed operations of Contractor and its subcontractors; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its 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. Contractor's insurance coverage must be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers must be excess of Contractor's insurance and may not contribute with it.
- c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its officers, officials, employees, or volunteers.

- d. 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.
- e. The General Liability General Aggregate limit must apply per project, not per policy.
- f. 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**

The insurer must agree to waive all rights of subrogation against VTA, its officers, officials, employees, and volunteers for losses arising from work performed by Contractor and its subcontractors for VTA.

**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 right 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.

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## 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 Notice of Award
50002	Performance Bond	6.3.2	“
50003	Payment Bond	6.3.1	“
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 Notice of Award and Identification
50009	Personnel to sign Change Orders	7.24	“
50010	Emergency Contacts	7.24	“

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	<b>Description</b>	<b>Reference Section</b>	<b>Due Date/Frequency</b>
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 30 days following Notice of Award
50015	Certified Payrolls	7.58	Weekly
50016	Monthly MWBE/SBE Utilization Reports	Appendix C	Monthly
50017	Final MWBE/SBE Utilization Report	Appendix C	Prior to Final Payment

**Table B-2 Technical Submittals List**

	Item	Reference *	Due Date/ Frequency	Comments
51001	Schedule of Values	7.59 01 12 92	Within 10 days following Notice of Award	6 copies
51002	Baseline CPM Schedule	6.21	Within 60 days following First Charge Day	6 copies
51003	Monthly Schedule Updates	6.21	Within 7 days following the end of the month	6 copies
51004	Quality Assurance Plan	6.26	Within 20 days following Notice of Award	6 copies
51005	Site Specific Work Plan	6.14	Within 20 days following Notice of Award	6 copies
51006	Product Data Sheets	7.43	Within 20 days following Notice of Award	6 copies
51007	Material Safety Data Sheets (MSDS)	6.14	Within 20 days following Notice of Award	6 copies
51008	ESCAPE (Erosion & Sedimentation Control Action Plan Element)	Appendix G	Within 6 days following Notice of Award	1 copy
51009	Illness & Injury Prevention Plan	6.14	Within 6 working days following Notice of Award	1 copy
51010	Warranties	7.73	Before Final Acceptance	As Specified

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	Item	Reference *	Due Date/ Frequency	Comments
<b>DIVISION 01 – GENERAL REQUIREMENTS</b>				
51011	Red-Lined Conformed Contract Documents – Volume 1	01 77 00 01 78 39	Prior to Substantial Completion	4 Copies
51012	Red-Lined Contract Documents – Volume 2 (“Contract Drawings”)	01 77 00 01 78 39	Prior to Substantial Completion	4 Copies
51013	Record Red-Lined Shop Drawings	01 77 00 01 78 39	Prior to Substantial Completion	4 Copies
51014	Operations and Maintenance Manuals	01 77 00 01 78 39	Prior to Substantial Completion	6 Copies
51015	Manufacturers and Special Warranties	01 77 00 01 78 39	Prior to Substantial Completion	4 Copies
51016	Regulatory Applications and Permits	01 77 00 01 78 39	Prior to Substantial Completion	4 Copies
51017	Test and Inspection Reports	01 77 00 01 78 39	Prior to Substantial Completion	4 Copies
<b>DIVISION 02 – EXISTING CONDITIONS</b>				
51018	Proposed Potholing Excavation Equipment	02 32 19	30 Days prior to commencing work	6 Copies
51019	Preliminary Pothole Plan	02 32 19	30 Days prior to commencing work	6 Copies
51020	Pothole Report	02 32 19	Within 48 hours of completion	6 Copies



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	Item	Reference *	Due Date/ Frequency	Comments
51021	Schedule of Selective Demolition Activities	02 41 19	30 Days prior to commencing work	6 Copies
51022	Receipts and weight tickets from landfill operator or recycler	02 41 19	Within 48 hours of completion	4 Copies
51023	Completed Waste Manifests	02 41 19	Within 48 hours of completion	4 Copies
51024	Hazardous Materials Management Plan (HMMP)	02 80 00	30 Days prior to commencing work	6 Copies
51025	Air Sampling results for all work areas	02 80 00	Within 48 hours of completion	6 Copies
51026	Completed hazardous material waste manifests and Bill of Lading	02 80 00	Within 48 hours of completion	6 Copies
51027	Analytical results of profile sampling/waste profiling data, for acceptance to treatment/disposal facility.	02 80 00	Within 48 hours of completion	6 Copies
51028	Regulatory applications, permits and certificates of inspection from all Authorities Having Jurisdiction (AHJ)	02 80 00	Prior to Substantial Completion	4 Copies
51029	Final Clearance Inspection letter, certifying that all abatement activity is completed.	02 80 00	Prior to Substantial Completion	4 Copies
<b>DIVISION 03 – CONCRETE</b>				
51030	Product Data: Formwork release agent or form liner	03 10 00	Sufficiently prior to ordering of materials or fabrication	6 Copies

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	<b>Item</b>	<b>Reference *</b>	<b>Due Date/ Frequency</b>	<b>Comments</b>
51031	Location of construction and contraction joints	03 10 00	30 Days prior to commencing work	6 Copies
51032	Shop Drawings: Formwork	03 10 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51033	Shop Drawings: Concrete Reinforcing	03 20 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51034	Product Data: Mechanical anchorage devices for splices	03 20 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51035	Mill Certificates	03 20 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51036	Product Data: Epoxies, Grout, Admixtures, Curing Compounds, Chemical Hardeners, Adhesive Anchoring System.	03 30 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51037	Mix Designs	03 30 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51038	Concrete Placement Schedule	03 30 00	30 Days prior to commencing work	6 Copies
51039	Samples	03 30 00	Sufficiently prior to ordering of materials or fabrication	2 Samples

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	Item	Reference *	Due Date/ Frequency	Comments
51040	Certificates of Compliance	03 30 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51041	Inspection and Testing Agency Qualifications.	03 30 00	30 Days prior to commencing work	6 Copies
51042	Field Quality Control Tests and Inspection Reports.	03 30 00	Within 48 hours of completion	6 Copies
51043	Weight and Batch Tags	03 30 00	Within 48 hours of completion	6 Copies
<b>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</b>				
51044	Product Data: Fiber-Cement Siding	07 46 46	Sufficiently prior to ordering of materials or fabrication	6 Copies
51045	Samples: Fiber-Cement Siding	07 46 46	Sufficiently prior to ordering of materials or fabrication	2 Samples
51046	Fiber-Cement Siding Warranty	07 46 46	Prior to Substantial Completion	4 Copies
<b>DIVISION 09 – FINISHES</b>				
51047	Product Data: Paint	09 91 23	Sufficiently prior to ordering of materials or fabrication	6 Copies
51048	Samples: Paint	09 91 23	Sufficiently prior to ordering of materials or fabrication	2 Samples

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	Item	Reference *	Due Date/ Frequency	Comments
<b>DIVISION 23 – FUELING</b>				
51049	Manufacturer and Supplier Qualifications	23 12 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51050	Product Data: Fueling System	23 12 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51051	Manufacturer’s Installation Instructions	23 12 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51052	Manufacturers Certificate	23 12 00	Sufficiently prior to ordering of materials or fabrication	6 Copies
51053	Schedule of Test Procedures	23 12 00	21 Days prior to testing	6 copies
51054	Pre-functional Commissioning and Functional Performance Testing Checklist	23 12 00	21 Days prior to testing	6 copies
51055	Commissioning and Functional Performance Test Reports	23 12 00	Within 48 hours of test completion	4 Copies
51056	Field Test Reports	23 12 00	Within 48 hours of test completion	4 Copies
51057	Operations and Maintenance Manuals	23 12 00	Prior to Substantial Completion	6 Copies

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	Item	Reference *	Due Date/ Frequency	Comments
51058	Permits and Certificates of Inspections from Santa Clara County Department of Environmental Health, Hazardous Materials Compliance Division (HMCD).	23 12 00	Prior to Substantial Completion	4 Copies
51059	Demonstration and Training Sign-in Attendance Sheet	23 12 00	Within 48 hours of completion	4 Copies
51060	Contractor's Final Clearance Letter	23 12 00	Within 48 hours of completion	4 Copies
51061	Manufacturer's Warranties	23 12 00	Prior to Substantial Completion	4 Copies
51062	Contractor's Special Warranty	23 12 00	Prior to Substantial Completion	4 Copies
<b>DIVISION 26 – ELECTRICAL</b>				
51063	Cable Testing Record Format	26 05 19	30 Days prior to commencing work	6 Copies
51064	Product Data: Wire and Cable	26 05 19	Sufficiently prior to ordering of materials or fabrication	6 Copies
51065	Field Quality Control Test Reports: Wire and Cable	26 05 19	Within 48 hours of test completion	4 Copies
51066	Product Data: Grounding	26 05 26	Sufficiently prior to ordering of materials or fabrication	6 Copies
51067	Shop Drawings: Grounding	26 05 26	Sufficiently prior to ordering of materials or fabrication	6 copies

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	<b>Item</b>	<b>Reference *</b>	<b>Due Date/ Frequency</b>	<b>Comments</b>
51068	Field Quality Control Test Reports: Grounding	26 05 26	Within 48 hours of test completion	4 Copies
51069	Shop Drawings: Electrical Systems Hangers and Supports	26 05 29	Sufficiently prior to ordering of materials or fabrication	6 Copies
51070	Product Data: Electrical Systems Hangers and Supports	26 05 29	Sufficiently prior to ordering of materials or fabrication	6 Copies
51071	Manufacturer's Installation Instructions	26 05 29	30 Days prior to commencing work	6 Copies
51072	Product Data: Raceways and Boxes for Electrical Systems	26 05 33	Sufficiently prior to ordering of materials or fabrication	6 Copies
51073	Product Data: Underground Ducts and Raceways	26 05 43	Sufficiently prior to ordering of materials or fabrication	6 Copies
51074	Field Quality Control Test Reports	26 05 43	Within 48 hours of test completion	4 Copies
51075	Product Data: Electrical Identification	26 05 53	Sufficiently prior to ordering of materials or fabrication	6 Copies
51076	Samples: Electrical Identification	26 05 53	Sufficiently prior to ordering of materials or fabrication	6 Copies

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	<b>Item</b>	<b>Reference *</b>	<b>Due Date/ Frequency</b>	<b>Comments</b>
51077	Electrical Identification Schedule	26 05 53	30 Days prior to commencing work	6 Copies
51078	Independent Testing Agency Qualification	26 08 00	30 Days prior to commencing work	6 Copies
51079	Product Data: Mini-Power Center	26 27 00	Within 20 days following Notice of Award	6 Copies
51080	Connection Diagrams	26 27 00	Prior to Substantial Completion	4 Copies
51081	Installation Instruction	26 27 00	Prior to Substantial Completion	4 Copies
51082	Field Quality Control Test Reports	26 27 00	Prior to Substantial Completion	4 Copies
51083	Operations and Maintenance Manual	26 27 00	Prior to Substantial Completion	4 Copies
51084	Manufacturer's Warranty	26 27 00	Prior to Substantial Completion	4 Copies
51085	Manufacturer and Supplier Qualifications	26 32 13	Within 20 days following Notice of Award	6 Copies
51086	Generator Manufacturer's Field Service Representative Qualifications	26 32 13	30 Days prior to commencing work	6 Copies
51087	Generator Manufacturer's Field Quality Control Testing Plan	26 32 13	21 Days prior to testing	6 Copies

Cerone Division Emergency Generator Replacement  
CONTRACT C19010

	<b>Item</b>	<b>Reference *</b>	<b>Due Date/ Frequency</b>	<b>Comments</b>
51088	Product Data: Engine generator, control panel, battery, battery rack, battery charger, exhaust silencer, vibration isolators, outdoor enclosure, sub-base fuel tank and furnished specialties and accessories	26 32 13	Within 20 days following Notice of Award	6 Copies
51089	Shop Drawings: Engine generator, generator enclosure, access stair landing, all equipment assemblies, including electrical assemblies.	26 32 13	Within 20 days following Notice of Award	6 Copies
51090	Manufacturers Source Quality Control Factory Test Reports	26 32 13	Within 48 hours of test completion	6 Copies
51091	Commissioning Test Report	26 32 13	Within 48 hours of test completion	4 Copies
51092	Field Test Reports	26 32 12	Within 48 hours of test completion	4 Copies
51093	Operations and Maintenance Manual	26 32 13	Prior to Substantial Completion	6 Copies
51094	Permits and Certificates of Inspections from Santa Clara County of Environmental Health – Hazardous Materials Compliance Division (the CUPA)	26 32 12	Prior to Substantial Completion	4 Copies
51095	Demonstration and Training Session Sign-In Attendance Sheet; Training Agenda	26 32 13	Within 48 hours of completion	4 Copies



Cerone Division Emergency Generator Replacement  
CONTRACT C19010

	<b>Item</b>	<b>Reference *</b>	<b>Due Date/ Frequency</b>	<b>Comments</b>
51096	Tools for Preventative Maintenance	26 32 13	Prior to Substantial Completion	4 Copies
51097	Manufacturer's Warranty	26 32 13	Prior to Substantial Completion	4 Copies
51098	Contractor's Special Warranty	26 32 13	Prior to Substantial Completion	4 Copies
51099	Transfer Switch Manufacturer and Distributor Qualifications	26 36 23	Within 20 days following Notice of Award	6 Copies
51100	Product Data: Transfer Switches	26 36 23	Within 20 days following Notice of Award	6 Copies
51101	Shop Drawings: Transfer Switches	26 36 23	Within 20 days following Notice of Award	6 Copies
51102	Manufacturer Seismic Qualification Certification	26 36 23	Sufficiently prior to ordering of materials or fabrication	6 Copies
51103	Field Quality Control Test Reports	26 36 23	Within 48 hours of test completion	4 Copies
51104	Operations and Maintenance Manual	26 36 23	Prior to Substantial Completion	6 Copies
51105	Manufacturer's Warranty	26 36 23	Prior to Substantial Completion	4 Copies

Cerone Division Emergency Generator Replacement  
CONTRACT C19010

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	<b>Item</b>	<b>Reference *</b>	<b>Due Date/ Frequency</b>	<b>Comments</b>
<b>DIVISION 30 – EARTHWORK</b>				
51106	Site Location for Structure Backfill	31 23 23	30 Days prior to commencing work	6 Copies

**APPENDIX C**  
**BUSINESS DIVERSITY POLICY AND REQUIREMENTS**  
*(Ref SBE Goal)*

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**1.1 Policy**

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>

## **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 days<sup>1</sup> 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  
San Francisco, CA 94107  
(415) 778-6250

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<sup>1</sup> 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.

- (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.sdbde.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 G ENVIRONMENTAL COORDINATION AND COOPERATION

The following requirements of this Appendix G apply to this Project if the box next to the requirement is checked:

- 1.1 Tree Removal
- 1.2 Archeological Sensitive Area
- 1.3 Archeological/Historical Discoveries
- 1.4 Environmentally Sensitive Areas
- 1.5 Mitigation Measures
- 1.6 Migratory Nesting Birds
- 1.7 Sudden Oak Death
- 1.8 Storm Water Pollution Prevention Plan (SWPPP)
- 1.9 Erosion and Sedimentation Control Action Plan Element (ESCAPE)
- 1.10 Water Pollution Control Program (WPCP)
- 1.11 Construction Water Conservation
- 

Attachments to this Appendix are included if the box next to the listed attachment is checked:

- Attachment G1 Sample regulatory agency permits *OR* Regulatory agency permits
- Attachment G2 ESCAPE Template

## 1.1 Tree Removal

**1.1.1 Tree Removal Policy.** Trees which are required to be removed in order to construct the project will be shown on the plans and jointly marked in the field by VTA and Contractor, as trees to be removed. These will be the only trees whose removal by Contractor shall be permitted by the terms of the Contract and the costs therefore shall be deemed to be included in the appropriate pay items of the Contract. Trimming or removal of any trees not specifically designated on the plans shall only be allowed upon review, conditioning and approval by VTA.

## 1.2 Archeological Sensitive Area [Not Applicable]

## 1.3 Archeological/Historical Discoveries

**1.3.1** Should any archaeological or historical artifacts or skeletal material be discovered or unearthed during construction activities, all work within ten meters of the find shall be halted. Contractor, Subcontractor, Engineer or inspector as appropriate, shall immediately notify VTA, and VTA will initiate procedures in accordance with 36 CFR 800.11, California Public Resources Code Section 5097.98, and Santa Clara County Ordinance Code Sections B6-16 through B6-23. Construction activities within ten meters of the find shall remain halted until authorization is obtained from VTA that construction in the vicinity of the find may resume.

**1.3.2** In the event of work suspension pursuant to this section, Contractor shall, within 24 hours, notify VTA of the costs involved resulting from said work stoppage. Contractor shall maintain a log of each such stoppage of work, setting forth the date and time of notification of work stoppage, date and time of actual cessation of operations in the area, and date and time of commencement of operations and costs incurred herein. Contractor shall submit a claim for reimbursement of such costs within 72 hours thereof and shall notify VTA of the anticipated amount of claim within 24 hours of said work suspension. In the event of work suspension hereunder, Contractor shall exert all reasonable efforts to otherwise utilize labor and equipment affected by the suspension in other portions of the project.

## 1.4 Environmentally Sensitive Areas [Not Applicable]

## 1.5 Mitigation Measures

**1.5.1** If possible, Contractor's construction activities, particularly tree and shrub removal, will be scheduled between September and December to avoid the nesting season for most bird species, including raptors.

**1.5.2** Contractor shall provide VTA with written notice at least 15 days and no more than 30 days prior to any site preparation, grading or construction activity to allow the VTA biologist to conduct pre-construction surveys for nesting raptors.

**1.5.3** If an active nest is located during the breeding season, (January 1 to August 31), Contractor shall erect ESA fence to establish such a construction-free buffer zone as directed by VTA. No activities, including grading or other construction, shall proceed in the ESA.

**1.5.4** Full compensation for work involved in complying with the requirements of **Appendix G Section 1.2 Nesting Raptors** shall be considered as included in the contract prices paid for the

various items of work involved and no additional time or compensation will be allowed therefore

### **1.5.5 Noise**

Contractor shall limit construction activities to the hours of 7:00 AM to 4:00 PM, Monday through Friday, to the maximum extent feasible. Any deviation from these hours shall be approved in writing by VTA.

Contractor shall maintain and operate all equipment consistent with the manufacturer's specifications. Construction equipment will include available noise suppression devices and properly maintained mufflers.

Contractor shall site fixed and mobile equipment to minimize noise emissions outside the right-of-way, and shall minimize the staging of construction equipment and unnecessary idling of equipment in the vicinity of other sensitive receptors.

## **1.6 Migratory Nesting Birds**

**1.6.1** Contractor's attention is directed to the nesting/breeding migratory birds that may be present in the project area. For all migratory birds except raptors, the nesting season in the project area is considered to be from February 15<sup>th</sup> to August 31<sup>st</sup>. It is against the law to harm these birds and other wildlife as per the Migratory Bird Treaty Act and the California Fish and Game Code.

**1.6.2** All clearing and grubbing/tree trimming activities shall occur between September 1<sup>st</sup> and February 15<sup>th</sup> to the maximum extent feasible. Contractor shall notify VTA at least 15 days and no more than 30 days in advance of these activities.

**1.6.3** In the event that an active nest is discovered in the construction areas, or in adjacent areas considered by the VTA biologist to be disturbed by construction, Contractor shall erect ESA fence around the nest at the direction of VTA. No construction activity may occur within the ESA until VTA coordinates with the California Department of Fish and Game to develop alternatives to avoid take of the nest. Once consultation is complete, work may begin/resume when written permission is obtained from VTA to remove the ESA. No additional time or compensation will be allowed therefore.

**1.6.4** Full compensation for work involved in complying with the requirements of **Appendix G Section 1.6 Migratory Nesting Birds** shall be considered as included in the contract prices paid for the various items of work involved and no additional time or compensation will be allowed therefore.

## **1.7 Sudden Oak Death [Not Applicable]**

## **1.8 Storm Water Pollution Prevention Plan (SWPPP) [Not Applicable]**

## **1.9 Erosion and Sedimentation Control Action Plan Element (ESCAPE)**

**1.9.1** VTA, being the owner of the site where the subject construction activity is to occur, is responsible for preventing and/or mitigating potential chemical releases, erosion and sedimentation impacts associated with stormwater runoff. VTA has established an Erosion and Sedimentation Control Action Plan Element (ESCAPE) for storm water discharge associated with construction activity.

**1.9.2** Using the template provided and included in this Appendix G, Contractor shall prepare and submit an ESCAPE for the subject site to VTA for review and approval **within five (5) working days following Notice of Award of Contract**.

- (a) Contractor shall clearly identify its construction activities and those of its subcontractors and the manner in which Contractor will ensure their compliance with VTA approved ESCAPE.
- (b) The ESCAPE shall be prepared consistent with the provisions of the National Pollution Discharge Elimination System (NPDES), General Permit No. CAS000002 for Storm Water Discharges Associated with Construction And Land Disturbance Activities adopted by the State Water Resources Control Board on September 2, 2009 as Order No. 2009-0009-DWQ. In that the area on which the Work shall be conducted plus the construction laydown/staging area(s) are **less than one acre in size**, a Notice of Intent is not required for submission by VTA to the Regional Water Quality Control Board.
- (c) VTA will provide review comments to Contractor **within five (5) working days** after receipt of the ESCAPE for any necessary revision and preparation of the final document.
- (d) Contractor shall return a final ESCAPE document to VTA **within two (2) working days** of receipt of VTA comments.

**1.9.3** At a minimum, the ESCAPE must address the following Best Management Practices (BMPs) in the **California Storm Water Best Management Practice Handbook for Construction Activity** prepared by the California Storm Water Quality Association (“CASQA”) for the California State Water Resources Control Board. This is available online at CASQA’s website. Contractor must be a member or subscriber of CASQA to access this handbook.

- WM-1, Material Delivery and Storage
- WM-2, Material Use
- WM-3, Stockpile Management
- WM-4, Spill Prevention and Control
- WM-5, Solid Waste Management
- WM-7, Contaminated Soil Management
- NS-3 Paving and Grinding Operations
- WM-8, Concrete Waste Management
- NS-8 & 9, Vehicle and Equipment Fueling, Cleaning and Maintenance
- SE-5, Fiber Rolls
- SE-10, Storm Drain Inlet Protection

**1.9.4** Contractor shall provide copies of the approved ESCAPE to its subcontractors and shall keep a copy available at the subject site. Contractor shall provide amendments to the ESCAPE whenever there is a change in construction, operations, or where storm water run-off conditions which may affect the discharge of significant quantities of pollutants to surface waters, groundwater, or separate municipal storm sewer systems. The amended ESCAPE shall be submitted to VTA for review and approval as soon as practical and Contractor shall retain the amended ESCAPE onsite.

**1.9.5** Contractor is advised that preparation and implementation of a VTA approved ESCAPE does not relieve Contractor or its subcontractor(s) of their responsibilities to comply with other state, county, and local governmental requirements, including those for storm water management or non-point source runoff controls.



**1.9.6** Full compensation for conforming to the requirements of this section shall be paid for as described in the Schedule of Quantities and Prices (SQP).

**1.10 Water Pollution Control Program (WPCP) [Not Applicable]**

**1.11 Construction Water Conservation**

Contractor shall, whenever possible and not in conflict with other requirements of the Contract, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged. All water used for construction purposes such as dust control, compaction, cleaning streets, etc., may be reclaimed water.

**ATTACHMENT G2 ESCAPE TEMPLATE ONLY**

**Erosion and Sediment Control Action Plan Element  
(ESCAPE)**

for

**CREON DIVISION EMERGENCY GENERATOR REPLACEMENT  
CONTRACT C19010**

Prepared for

The Santa Clara Valley Transportation Authority (VTA)

Submitted by

Project Address

Preparation Data

# ATTACHMENT G2 ESCAPE TEMPLATE ONLY

## A. INTRODUCTION

The proposed project is located in Cerone VTA Yard at 3990 Zanker Road, San Jose, CA. The preparation of the ESCAPE is based on the principal of Best Management Practices, not numeric effluent limitations, to control and abate the discharge of pollutants in storm water discharges. This ESCAPE is dynamic, viable, and will be modified and amended when there is a change in the construction or operations which may affect the discharge of storm waters from the construction site to the receiving waters.

TYPE OF PROJECT	[LANDSCAPING]
CONSTRUCTION LIMITS:	[FROM_]
DURATION:	[MONTH, YEAR]
START DATE:	[MONTH, DAY, YEAR]
END DATE:	[MONTH, DAY, YEAR]
CONTRACTOR:	[NAME]

These documents are available for review by any interested party during the normal working hours at:

[LOCATION]

[ADDRESS]

## B. PURPOSE

The purpose of this Erosion and Sedimentation Control Plan Element:

1. Identify pollutant sources that may affect the quality of discharges of storm water associated with the construction activities of the project.
2. Identify, construct, and implement storm water pollution prevention measures to reduce pollutants in storm water discharges from the construction site during construction and post construction.
3. Document erosion control, sediment control, wind erosion, tracking control, and non-storm water management, and waste management and pollution control. Best Management Practices (BMPs) that must be implemented year round as appropriate based on construction activities. The ESCAPE may require modification as the project progresses and as conditions warrant. All modifications to the approved ESCAPE must be submitted to VTA for review and approval.

## C. OBJECTIVE

The objective of this ESCAPE is to minimize the degradation of off-site water receiving waters to the extent possible by identifying, constructing, and implementing storm water pollution prevention measures, with the current Best Management Practices, before, during, and post construction.

# ATTACHMENT G2 ESCAPE TEMPLATE ONLY

## D. SOURCE POLLUTANT IDENTIFICATION

1. Include a Site map with:
  - a. Areas of soil disturbance
  - b. Drainage pattern and slopes anticipated after grading activities are completed
  - c. Locations of controls such as: sandbags, inlet protections, concrete washout, check dams, etc.
  - d. Areas and plan for storage and waste, including toxic/chemical materials
  - e. Staging, trailer, and construction equipment locations.
  - f. Locations of post construction control practices
2. List of hazardous materials and other chemicals.

TABLE I. LIST OF SITE POLLUTANTS		
CATEGORY	PRODUCT	POLLUTANTS

## E. BEST MANAGEMENT PRACTICES (BMP)

### 1. Erosion Control

Erosion control, also referred to as soil stabilization, consists of source control measures that are designed to prevent soil particles from detaching and becoming transported in storm water runoff. Erosion control BMPs protect the soil surface by covering and/or binding soil particles. This construction project will implement the following practices to provide effective temporary and final erosion control during construction. This includes Wind Erosion controls.

### 2. Sediment Controls

Sediment controls are temporary or permanent structural measures that are intended to complement the selected erosion control measures and reduce sediment discharges from active construction areas. Sediment controls are designed to intercept and settle out soil

## ATTACHMENT G2 ESCAPE TEMPLATE ONLY

particles that have been detached and transported by the force of water. This includes track out controls such as stabilized entrance and roadways.

### 3. Non-Storm water Controls

All construction equipment utilized on-site shall be regularly inspected for leaks and repaired immediately. Petroleum distillate fueled and lubricated equipment shall be properly maintained to prevent leakage of such materials. Servicing of such equipment shall be performed in such a manner that all petroleum distillate materials do not come into contact with the ground and shall be disposed of properly offsite.

### 4. Materials Management and Waste Management

Materials management control practices consist of implementing procedural and structural BMPs for handling, storing and using construction materials to prevent the release of those materials into storm water discharges. The amount and type of construction materials to be utilized at the Site will depend upon the type of construction and the length of the construction period. The materials may be used continuously, such as fuel for vehicles and equipment, or the materials may be used for a discrete period, such as soil binders for temporary stabilization.

## F. NON-STORM WATER MANAGEMENT

Non-storm water management at this site involves prevention of contamination from the following sources:

- Vehicle fluids, including oil, grease, petroleum, and coolants;
- Vehicle equipment and wash water;
- Asphaltic emulsions associated with asphalt-concrete paving operations;
- Chemical curing compounds and cure water from concrete curing;
- Concrete washout water;
- Water and solid waste from concrete finishing;
- Paints, solvents, thinners, acids;
- Accumulated sediment from dewatering operations;
- Portable toilet waste;
- General litter.

## G. ACCIDENTAL DISCHARGES

Accidental discharges can be the greatest cause of pollution of the storm water discharges. All emergency spill controls and measures shall be performed as follows:

1. Notify the Resident Inspector immediately
2. Contain the spread of spills

## ATTACHMENT G2 ESCAPE TEMPLATE ONLY

3. If the spills occur on paved or impermeable surfaces, clean them up using “dry” methods (absorbent materials, cat litter, and/or rags). Contain the spills by encircling with absorbent materials and do not let them spread widely.

### **H. POST CONSTRUCTION STORM WATER MANAGEMENT**

Post construction storm water management will be the same as the existing pre- construction storm water management practices.

### **I. WASTE MANAGEMENT AND DISPOSAL**

All wastes including waste oil and other equipment wastes shall be disposed of off-site in compliance with federal, state and local regulations. Proper disposal of construction related wastes and equipment wastes is the responsibility of the contractor. Contractor is required to submit detailed information regarding waste management and disposal.

### **J. MAINTENANCE, INSPECTION, REPORTS, AND REPAIR**

Contractor is responsible for implementation of the ESCAPE. VTA will ensure compliance with permit requirements and contract specifications.

While many of the storm pollution control measures are actually structural controls which, to function properly, require ongoing inspection, maintenance and repair. Once a week site inspections, daily monitoring, Inspections before and after a storm event are required. The results of the inspection and assessment must be written and include the date of inspection, the person who performed the inspection, and the observations. A tracking or follow-up procedure must follow any inspection, which discovers deficiencies in the BMP's. Copies of inspection reports will be forwarded to VTA.

Based on the annual inspection, a Certificate of Compliance is required to be filed. Contractor will annually certify, to VTA, that the construction operations (both Contractor's activity and construction activity) are in compliance with the requirements of this ESCAPE.

### **K. RECORD KEEPING AND REPORTS**

Contractor is responsible for implementation of the ESCAPE. VTA will ensure compliance with permit requirements and contract specifications. All amendments will be submitted to VTA for approval prior to incorporation.

During the course of construction, unanticipated changes may occur, such as schedule changes, phasing changes, and staging area modifications. These changes must be made known and the ESCAPE revised accordingly. Revisions to the ESCAPE are also required when the properly installed BMP system is ineffective. All revisions will be submitted to VTA for approval prior to incorporation.

Non-compliance must be reported to the Regional Water Quality Control Board. This notification is to identify the types of non-compliance, the actions required to come into compliance, and a time schedule to achieve compliance.

## **ATTACHMENT G2 ESCAPE TEMPLATE ONLY**

All monitoring of this ESCAPE will be submitted to and recorded by VTA. All records will be maintained for three (3) years after completion of the construction activity

# ATTACHMENT G2 ESCAPE TEMPLATE ONLY

## ATTACHMENT A

### SITE SPECIFIC MAP/PLANS & DETAILS

1. Site Plan:

List the plan sheet(s) that show the project site and scope of construction activity. Site plan sheets need to conform to VTA's requirements (e.g., size, scale) for site plan submitted for Grading and Construction Permits. The site plan and project description in the Project Description section of the ESCAPE need to match.

2. BMP Locations:

List the plan sheet(s) that show the locations of proposed construction activity BMPs. Some BMPs may be included as notes on the site plan. In addition to BMPs, show required local creek setbacks and preserved existing vegetation on the site plan.

3. BMP Implementation Schedule:

Identify schedule for BMP implementation with the commencement of the construction activities and that BMPs will be implemented year round, as appropriate, until the project is complete. Include final site stabilization in the schedule.



**ATTACHMENT G2 ESCAPE TEMPLATE ONLY**

**ATTACHMENT B**

**PROJECT COMPLIANCE PERMITS AND  
SPECIFICATIONS**

# ATTACHMENT G2 ESCAPE TEMPLATE ONLY

## ATTACHMENT C

### APPLICABLE CASQA BEST MANAGEMENT PRACTICES (BMPs)

#### ENCLOSED CASQA BMPS

1. Erosion Control
  - a. EC-
  - b. EC-
  
2. Sediment Control
  - a. SE-
  - b. SE-
  
3. Non-Storm water Control
  - a. NS-
  - b. NS-
  
4. Tracking Control
  - a. TC-
  - b. TC-
  
5. Wind Erosion Control
  - a. WE-
  - b. WE-
  
6. Waste/Material Management
  - a. WM-
  - b. WM-

## **APPENDIX I PRE-QUALIFICATION REQUIREMENTS**

Refer to Contract Invitation for Bids regarding Pre-Qualification Requirements and application to Bidders submitting a Bid and not previously pre-qualified to bid on this project.

The Pre-Qualification Application is provided in the following pages.

*[This Page Intentionally Left Blank]*

Contract No. C19010

# Request for Pre-qualification of Bidders

## Cerone Division Emergency Generator Replacement

Issued  
April 30, 2019

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Cerone Division Emergency Generator Replacement  
Request for Pre-Qualification

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**NOTES:**

ATTACHMENT 1      STATEMENT OF QUALIFICATION CERTIFICATION FORM  
**BIDDER is required to turn this form in along with the Pre-Qualification Questionnaire.**

APPENDIX B:      SCORING MATRIX  
**APPENDIX B does not require any action by the BIDDER. The scoring matrix is included for BIDDER's information only.**

APPENDIX C:      INTERVIEW QUESTIONNAIRE  
**APPENDIX C does not require any action by the Bidder. APPENDIX C contains only questions used by VTA staff to interview owner references. This is included for BIDDER's information only.**



**CERONE DIVISION EMERGENCY GENERATOR REPLACEMENT  
REQUEST FOR PRE-QUALIFICATION  
CONTRACT NO. (C19010)**

**NOTICE**

**A. SOLICITATION OF PRE-QUALIFICATION STATEMENTS**

The Santa Clara Valley Transportation Authority (VTA) will be soliciting proposals for the Cerone Division Emergency Generator Replacement (Project).

Notice is hereby given that VTA is now soliciting Statements of Qualifications (SOQ) from bidders (Bidders) with construction expertise in removing propane- fueled generators and installing single diesel- fueled generators. This Request for Pre-Qualification of Bidders is intended to solicit information in the form of a **qualification questionnaire** and qualification statements.

All Bidders that intend to submit a proposal for the Project must fully complete the **Pre-Qualification Questionnaire**, provide all materials requested herein, and be approved by VTA in order to be included on the final qualified Bidders list. No bid will be accepted from a Bidder that has failed to comply with these requirements. If two or more contractors submit a SOQ as part of a Joint Venture, or expect to submit a SOQ as part of a Joint Venture, each entity within the Joint Venture must be separately pre-qualified.

Answers to questions contained in the attached **questionnaire**, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. VTA will use these documents as the basis of rating contractors in respect to the Project size and scope. VTA reserves the right to check other sources available. VTA's decision will be based on objective evaluation criteria.

**B. OBTAINING THE REQUEST FOR PRE-QUALIFICATION**

Go to [www.vta.org/procurement](http://www.vta.org/procurement) and select "General Information" to learn about the registration process. By registering as a VTA vendor, Bidders will automatically receive notifications by email of upcoming VTA bidding opportunities. Then select "Solicitations" to view and select projects to respond to. Each project page provides the opportunity to download procurement documents, and then be automatically registered as a Plan Holder to receive notice of addenda. It is highly recommended that prospective Bidders acquire the Request for Pre-Qualification documents directly from the VTA website in order to be assured of obtaining all addenda. The Request for Pre-Qualification documents will also be included the project's Contract Documents during the bidding advertisement period.

**C. SUBMITTAL LOCATION AND DEADLINE**

Bidders seeking to participate in this Request for Pre-Qualification process must submit a fully completed SOQ in a sealed package marked "CONFIDENTIAL" to:

**Santa Clara Valley Transportation Authority  
Procurement, Contracts and Materials Management**

**3331 North First Street, Building A  
San José, CA 95134-1906  
ATTENTION: Ehab Azab / Pre-Qualification for Contract C19010**

Bidders may submit pre-qualification packages during regular working hours on any day that the offices of VTA are open. The SOQ package must be submitted on or before the bid opening date as detailed in the Invitation for Bid.

Potential Bidders that are not pre-qualified may qualify during the solicitation period. Contractors not currently pre-qualified, and intending to be pre-qualified, must request pre-qualification sufficiently in advance of the closing date for bids so as to ensure there will be no need to extend the solicitation period or delay the award.

Failure to provide a responsive SOQ by the time specified above will preclude the Bidder from subsequent participation in the Invitation for Bids for the Project.

**D. INQUIRIES**

Inquiries regarding this Request for Pre-Qualification must be directed by e-mail to Ehab Azab at [ehab.azab@vta.org](mailto:ehab.azab@vta.org).

**E. NOTICE OF DETERMINATION**

VTA will notify each Bidder that submits an SOQ regarding their qualification status by letter no later than ten business days after submission of the pre-qualification package. If a Bidder submits its pre-qualification on the bid opening date, VTA will not issue the Notice of Recommended Award until all pre-qualification packages have been reviewed.

**F. BID SOLICITATION PERIOD**

Bidders may be pre-qualified as defined in Section E. Please note the following:

Bidders are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid opening date for this Project.

The closing time for proposals will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

**G. VALIDATION OF PRIOR PRE-QUALIFICATION**

Bidders who have been Pre-Qualified by VTA will be considered pre-qualified for a project of similar size and scope for one year following the date of notification of pre-qualification. The Validation Statement (Attachment no. 1 - Exhibit A) is required to be submitted on the date stated for pre-qualification packages.

## **INTRODUCTION TO THE REQUEST FOR PRE-QUALIFICATION**

### **A. PROJECT BACKGROUND**

VTA's Cerone Division serves as a base for day-to-day bus operations and is the location where the fueling, servicing, detailing, heavy maintenance, and body repair of VTA's entire bus fleet takes place.

The Cerone Division is supplied by a single 30,000-gallon liquid propane (LPG) Aboveground Storage Tank (AST), installed in 1978. This tank supplies fuel for the majority of non-electrical energy needs for the Cerone Division. Additionally, it is the fuel source for the hot water boilers and emergency generators, which are located in the Energy building (Building F). There is no natural gas service at the Cerone Division.

### **B. PROJECT DESCRIPTION**

The Project will consist of removing the two existing propane-fueled standby generators from the Energy building (Building F), and replacing them with a single diesel-fueled generator located outdoors. The diesel for fueling the new generator will be provided via a tie-in to existing underground storage tanks (USTs) used for bus fueling operations. Contractor shall provide a fully functional emergency generator system to serve as the primary energy source back-up system during energy interruption.

Major components will include the generator and belly tank, equipment pad and foundation, fuel piping, conduit, wiring, and automatic transfer switch.

The Project will also require:

- Modifications to an existing underground diesel storage tank, underground piping, and controls used for bus fueling operations.
- Structural, electrical, mechanical, and plumbing modifications necessary to facilitate equipment removals and installation.
- Removal, handling, and disposal of material, substrates, or portions thereof, that contain asbestos, lead paint, and/or PCB.
- Regulatory compliance:
  - Preparation and implementation of Site Safety Plans.
  - Preparation and implementation of Erosion and Sedimentation Control Action Plan.
  - Preparation and implementation of Hazardous Materials Management Plan.
  - Obtaining permits from all applicable Authorities Having Jurisdiction.
  - Preparation of pertinent manifests or bill of lading for transportation and disposal of materials and substances.

The estimated cost of construction for the Project is in the range of \$1.3 million to \$1.8 million.

The work will include furnishing all labor, supervision, materials, and equipment necessary to construct the Project.

**C. PROJECT DELIVERY**

The selected Bidder will be the single point of contact and have contractual responsibility for all services contracted by VTA for the Project.

**D. PROCUREMENT PROCESS: PREQUALIFICATION PROCUREMENT**

The process for award of this Project includes this Request for Pre-Qualification and the issuance of the Invitation for Bids (IFB) to pre-qualified firms.

Only those firms that have been found to be qualified in the pre-qualification process may submit sealed bids with pricing information.

Award is then made to the lowest responsive and responsible Bidder as though it were a regular sealed-bid procurement.

Prior to submitting an SOQ in response to this Request for Pre-qualification, Bidders are advised to carefully review Section B (PROJECT DESCRIPTION) in order to understand the requirements of this Project.

**E. PROJECT SCHEDULE**

It is anticipated that the Project will be advertised in **May 2019** with bid opening in **July 2019** (Solicitation Period). The estimated time for construction of the Project is 360 calendar days.

**F. PREPARATION OF THE SOQ SUBMITTAL**

Each prospective Bidder must provide a complete, responsive SOQ package which consists of contact information and general information, essential requirements for qualification, scored questions, and project experience, with all the required attachments and any other supplemental information. Submission of an incomplete and/or unclear SOQ could result in a determination by VTA that the prospective Bidder is nonresponsive and therefore not pre-qualified.

Bidders shall submit one (1) original copy of the SOQ package to be delivered to VTA at the required location and time specified in Section C of this Notice.

Each questionnaire must be signed under penalty of perjury in the manner designated on the form provided as ATTACHMENT 1 Bidder FORM, by an individual who has the legal authority to bind the Bidder on whose behalf that person is signing. If any information provided by a Bidder becomes inaccurate, the Bidder must immediately notify VTA and provide updated accurate information in writing, under penalty of perjury.

**G. EVALUATION AND ANALYSIS**

All SOQs will first be reviewed for their responsiveness, including timely receipt of the package and inclusion of all required forms. Any SOQ that is incomplete in any material respect may be deemed non-responsive and maybe rejected in its entirety.

**Note:** A contractor may be found not pre-qualified for bidding on this specific Project until the contractor meets VTA's requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or
- (2) Falsification of information

Bidders will be scored based on the Request for Pre-Qualification Questionnaire Score Sheet (see APPENDIX B: SCORING MATRIX).

## **H. NOTICE OF APPEAL**

A Bidder can make an appeal in regards to its pre-qualification rating. The Bidder initiates the appeal by delivering a notice of appeal to VTA no later than ten business days prior to the closing time for the receipt of bids (refer to Procurement Process above). Without a timely appeal, the Bidder waives any and all rights to challenge the decision of VTA, whether by administrative process, judicial process or any other legal process or proceeding.

If the Bidder requests a hearing on its appeal, the hearing process shall be conducted and shall conclude no later than five business days after VTA's receipt of the notice of appeal, and no later than five business days prior to the closing time for the receipt of bids. The hearing shall be an informal process conducted by a panel to whom VTA's Board of Directors has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Bidder will be advised of the basis for VTA's pre-qualification determination. The Bidder will be given the opportunity to present information and reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision. It is the intention of VTA that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

## **I. GENERAL CONTRACTOR AND ENGINEERING FIRMS**

Bidders are advised that they must have a California contractor's license, classification Class A to bid on this Project.

The Request for Pre-Qualification requires the Bidder to identify and supply information regarding the General Contractor. All Bidders responding to this Request for Pre-Qualification are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. Each Bidder, in its pre-qualification submittals shall disclose all of its license classifications, numbers, and expiration dates.

## **J. CONFIDENTIALITY**

The pre-qualification packages (questionnaire answers) submitted by Bidders are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

**K. RESERVATION OF RIGHTS OF VTA**

VTA reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this Request for Pre-qualification, and by responding to this Request for Pre-Qualification, Bidder acknowledges and consents to the following rights and conditions:

1. VTA reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on gathered information.
2. VTA reserves the right to waive minor irregularities and omissions in the information contained in the submitted Request for Pre-Qualification application.

While it is the intent of the pre-qualification questionnaire and documents to assist VTA in determining Bidder responsibility prior to bid and to aid VTA in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude VTA from a post-bid consideration and determination of whether a Bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.



# PRE-QUALIFICATION QUESTIONNAIRE

## (REBID) LIGHT RAIL TRACK INTRUSION PREVENTION PROJECT CONTRACT No. C19010

**SUBMITTAL LOCATION:** Santa Clara Valley Transportation Authority  
Procurement, Contracts and Materials Management  
3331 North First Street, Building A  
San José, CA 95134-1906  
**ATTENTION:** Ehab Azab / Pre-Qualification for  
Contract C19010)

**BIDDER:** \_\_\_\_\_  
(provide name of firm)

**DATE:** \_\_\_\_\_

**Note:** Only this cover page, Parts I through IV of this document (along with any requested or required supporting documents), and Attachment 1 Statement of Qualification Certification Form are to be submitted.

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**PART I: CONTACT INFORMATION**

The Bidder must provide all of the following contact information to be considered for further review. The Bidder is the contractor that will execute the Project contract.

**A. BIDDER'S CONTACT INFORMATION**

1. Firm Name: \_\_\_\_\_  
*(as it appears on license)*
2. Address: \_\_\_\_\_
3. Phone Number of Firm: \_\_\_\_\_ Fax: \_\_\_\_\_
4. Contact Person & Title: \_\_\_\_\_  
*(contact person for this SOQ; contact does not need to be the firm's owner)*
5. Contact Person Email: \_\_\_\_\_
6. Bidder is:       a Corporation                       a Partnership  
                          a Sole Proprietorship               a Joint Venture  
                          Other legal entity (specify): \_\_\_\_\_
7. Date of company formation or incorporation: \_\_\_\_\_
8. Under the laws of what state: \_\_\_\_\_

**B. EXECUTION AND CERTIFICATION**

Complete and attach ATTACHMENT 1 STATEMENT OF QUALIFICATION CERTIFICATION FORM. All Information set forth in this SOQ shall be certified under penalty of perjury by the Bidder and, if a partnership or joint venture, its general partners or joint venture members.

**- END OF PART I -**

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## PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

**Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”<sup>1</sup>**

1. Contractor possesses a valid and current California Contractor’s license for this Project for which it intends to submit a bid.  
 Yes       No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.  
 Yes       No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.  
 Yes       No       Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?  
 Yes       No

**NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.**

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?<sup>2</sup>  
 Yes       No

**NOTE: Notarized statement must be from the surety company, not an agent or broker.**

6. Has your contractor’s license been revoked at any time in the last five years?  
 Yes       No

---

<sup>1</sup> A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 2.

<sup>2</sup> An additional notarized statement from the surety may be requested by VTA at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

Cerone Division Emergency Generator Replacement  
Request for Pre-Qualification

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7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes       No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes       No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

\_\_\_\_\_

9. At any time during the last five years, has 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?

Yes       No

**- End of Part II -**

**PART III. ORGANIZATION HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**Current Organization and Structure of the Business**

**For Firms That Are Corporations:**

- 1a. Date incorporated: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #
CEO				
President				
Secretary				
Treasurer				

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Firm	Dates of Person's Participation with Firm

**For Firms That Are Partnerships:**

- 1a. Date of formation: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm. *(attach additional pages if necessary)*

Cerone Division Emergency Generator Replacement  
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Name	Position	Years with Co.	% Ownership	Social Security #

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person’s Name	Construction Company	Dates of Person’s Participation with Company

**For Firms That Are Sole Proprietorships:**

- 1a. Date of commencement of business. \_\_\_\_\_
- 1b. Social security number of company owner. \_\_\_\_\_
- 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person’s Name	Construction Company	Dates of Person’s Participation with Company

**For Firms That Intend to Make a Bid as Part of a Joint Venture:**

- 1a. Date of commencement of joint venture. \_\_\_\_\_

- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

**History of the Business and Organizational Performance**

2. Has there been any change in ownership of the firm at any time during the last three years?

**NOTE: A corporation whose shares are publicly traded is not required to answer this question.**

Yes       No

If “yes,” explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?  
**NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**

Yes       No

If “yes,” explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms?  
**NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.**

Yes       No

If “yes,” explain on a separate signed page.

5. State your firm’s gross revenues for each of the last three years:

2016: \$ \_\_\_\_\_  
2017: \$ \_\_\_\_\_  
2018: \$ \_\_\_\_\_

**Scored Questions**

6. How many years has your organization been in business in California as a contractor under your present business name and license number? \_\_\_\_\_ Years

7. Is your firm currently the debtor in a bankruptcy case?

Yes       No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes       No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

**Licenses**

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

License Number	Trade Classification	Date Issued	Expiration Date

10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

\_\_\_\_\_

\_\_\_\_\_

11. Has your firm changed names or license number in the past five years?

Yes       No

If “yes,” explain on a separate signed page, including the reason for the change.



12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Yes       No

If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes       No

If “yes,” explain on a separate signed page.

**Disputes**

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes       No

If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

**NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to Part II question 1c or 1d on this form.**

Yes       No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify the name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes       No

If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

\* \* \* \* \*

**NOTE: The following two (2) questions, refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes with amounts of less than \$50,000.**

17. In the past five years has any claim **against** your firm concerning your firm’s work on a construction project been **filed in court or arbitration?**

Yes       No

If “yes,” on separate signed page identify the claim(s) and provide the project name, date of the claim, name of claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes       No

If “yes,” on separate signed page identify the claim and provide the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

\* \* \* \* \*

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

Yes       No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes       No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

**Criminal Matters and Related Civil Suits**

21. Has 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?

Yes       No

If “yes,” explain on a separate signed page, identifying who was involved, name of the public agency, date of the investigation and the grounds for the finding.

22. Has 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?

Yes       No

If “yes,” explain on a separate signed page, identifying who was involved, name of the public agency, date of the conviction and the grounds for the conviction.

23. Has 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?

Yes       No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

**Bonding**

24. Bonding Capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: \_\_\_\_\_

Name of surety agent, address and telephone number:

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

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

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26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

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27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes       No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

**Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety**

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include the information about the citation.**

Yes       No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

If “yes,” attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

- Once each week or more often
- Less than once each week

32. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years:

**NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.**

	Year	List EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR:		

If your EMR for any of these three years is or was 1.00 or higher, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes       No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

**Prevailing Wage and Apprenticeship Compliance Record**

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **State's** prevailing wage laws?

**NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

Yes       No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal** Davis-Bacon prevailing wage requirements?

Yes       No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by VTA.

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

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

Telephone: \_\_\_\_\_

37. If your firm operates its own State-approved apprenticeship program, **provide the following information on a separate page and insert in this Part III.**

- a. Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- b. State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- c. State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

**NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

Yes       No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

**Not Scored - For Information Only**

39. The following is required for information only and will not be used as prequalification criteria.

In the past five years, has a governmental agency claimed that your firm violated any law, rule or regulation including the laws of any country, state or locality?

Yes       No

In the latter situation, indicate whether your firm has been required to pay a penalty or fine equal to greater than \$10,000 or required to take remedial action costing \$10,000 or more, or whether members of the firm have been subject to periods of incarceration of 30 days or more.

- **End of Part III** -



## **PART IV. RECENT CONSTRUCTION PROJECTS COMPLETED**

Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.<sup>3</sup> Names and references must be current and verifiable.

**Use separate sheets of paper for each project. Use the form on the next page or substitute a similar form that has the same order of requested information.**

---

<sup>3</sup> If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

**PROJECT DATA SHEET # \_\_\_\_\_**  
(One data sheet per project; number each sheet)

**NAME OF BIDDER:** \_\_\_\_\_

Project Name	
Project Location	
Owner	
Owner Contact Name	
Owner Contact Phone #	
Architect or Engineer (A/E)	
A/E Contact Name	
A/E Contact Phone #	
Construction Manager Name	
Construction Manager Phone #	
Description of Project and Scope of Work Performed	
Total Value of Construction (including change orders)	
Original Scheduled Completion Date	
Time Extensions Granted (number of days)	
Actual Date of Completion	

- End of Part IV -

**ATTACHMENT 1 - STATEMENT OF QUALIFICATION  
CERTIFICATION FORM**

**CERTIFICATION:**

The undersigned is/are a legally authorized representative(s) of the Entity, and hereby declare that I am/ we are submitting this Request for Pre-Qualifications; I am/we are duly authorized to sign this Request for Pre-Qualifications on behalf of the above named firm; and I/we have read all the answers herein and know all of their contents and that all information set forth in this Request for Pre-Qualifications and all attachments hereto are, to the best of my/our knowledge, true, accurate and complete as of its submission date.

The undersigned certifies and declares under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed in \_\_\_\_\_ County, California, on \_\_\_\_\_.

(Date)

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

BIDDER's Typed Name and Title:

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

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Cerone Division Emergency Generator Replacement  
Request for Pre-Qualification

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ATTACHMENT NO. 1 – EXHIBIT A Applicant Firm: \_\_\_\_\_

Tax ID No. or SSN \_\_\_\_\_

	<b>PRIME CONTRACTOR PRE-QUALIFICATION VALIDATION STATEMENT</b>
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A copy of this VALIDATION FORM must be completed and signed by at least one General Partner, Owner, Principal or Officer Authorized to Legally Commit the Applicant Firm. Submit to VTA on or before the date specified for PreQualification Packages are due.

**NOT TO BE SUBMITTED WITH APPLICATION – FOR VALIDATION ONLY**

**RFP or IFB Name and Number** \_\_\_\_\_

**DECLARATION**

**I, (printed full name) \_\_\_\_\_ hereby declare under penalty of perjury under the laws of the United States of America and of the State of California that I am the (position or title) \_\_\_\_\_ of (firm name) \_\_\_\_\_, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this Validation Statement will result in denial of pre-qualification. I hereby certify and declare that:**

**The Pre-Qualification Application dated \_\_\_\_\_ on file with VTA is correct and current as submitted.**

-OR-

**The Pre-Qualification Application dated \_\_\_\_\_ on file with VTA is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said application. (Applicants may attach additional sheets to describe changes). Attach recent financial statements if previous are more than one year old.**

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

**Signature of Person Certifying for Applicant Firm**

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A MATERIAL FALSE STATEMENT, OMISSION OR FRAUDULENT INDUCEMENT MADE IN CONNECTION WITH THIS PRE-QUALIFICATION IS SUFFICIENT CAUSE FOR DENIAL OF THE APPLICATION OR REVOCATION OF A PRIOR APPROVAL, THEREBY PRECLUDING THE APPLICANT FIRM FROM DOING BUSINESS WITH, OR PERFORMING WORK FOR VTA, EITHER AS A PRIME CONTRACTOR, SUBCONTRACTOR OR SUPPLIER FOR A PERIOD OF THREE YEARS. IN ADDITION, SUCH FALSE SUBMISSION MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. [TITLE 18 USC 1001, FALSE STATEMENTS; CALIFORNIA PENAL CODE SECTION 132, OFFERING ALTERED OR ANTE-DATED OR FORGED DOCUMENTS OR RECORDS; AND SECTION 134, PREPARING FALSE DOCUMENTARY EVIDENCE.]

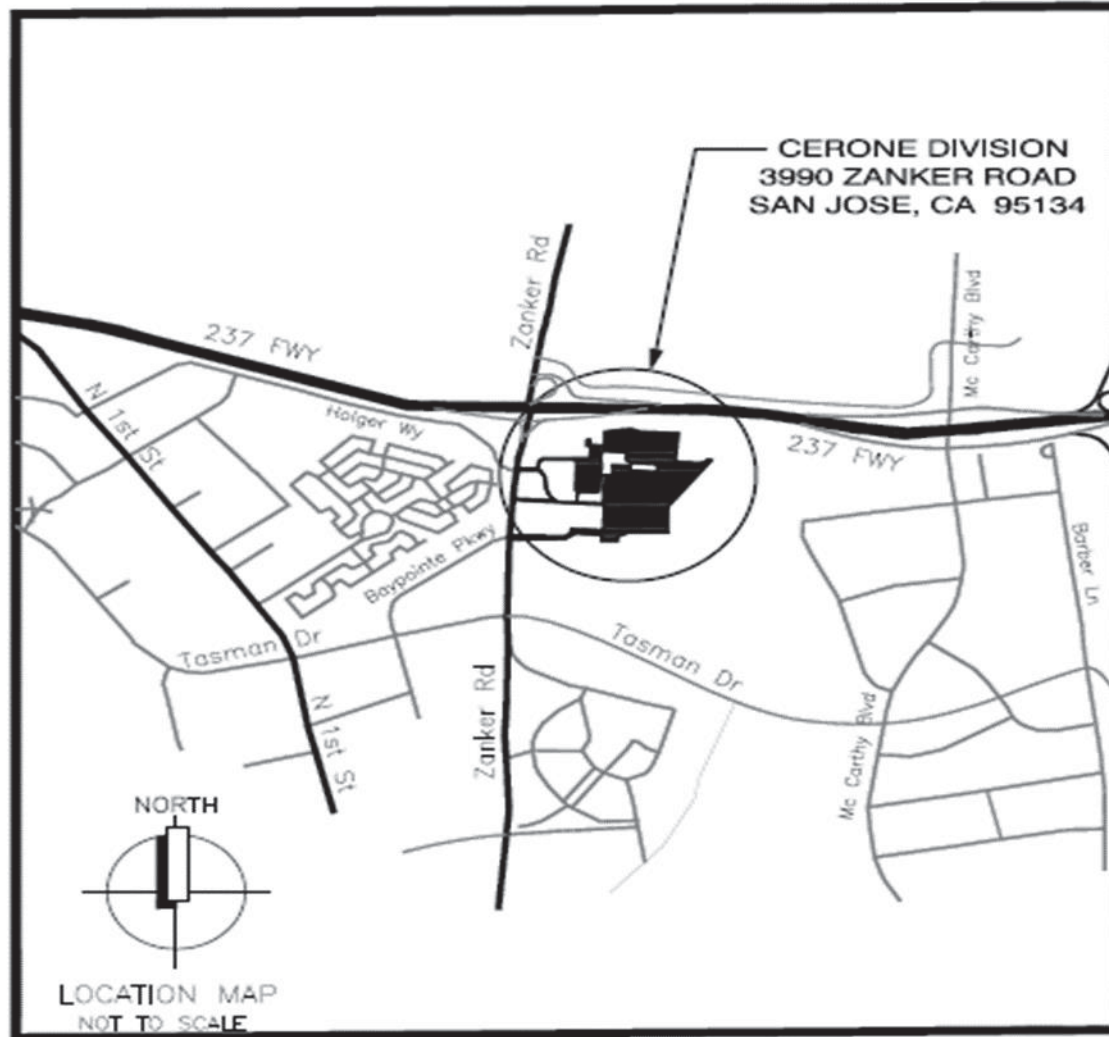
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**APPENDIX A: PROJECT SITE MAP**

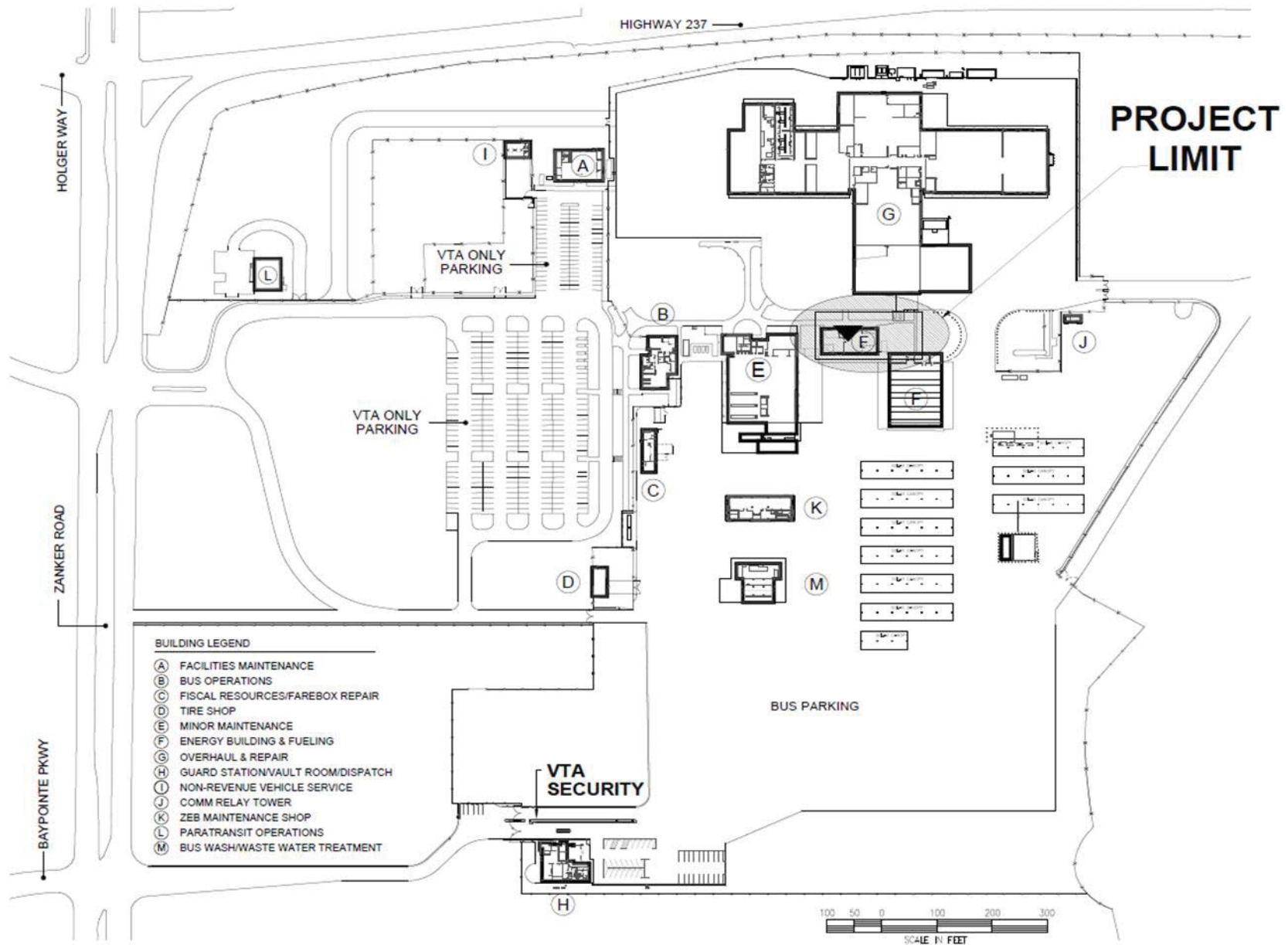
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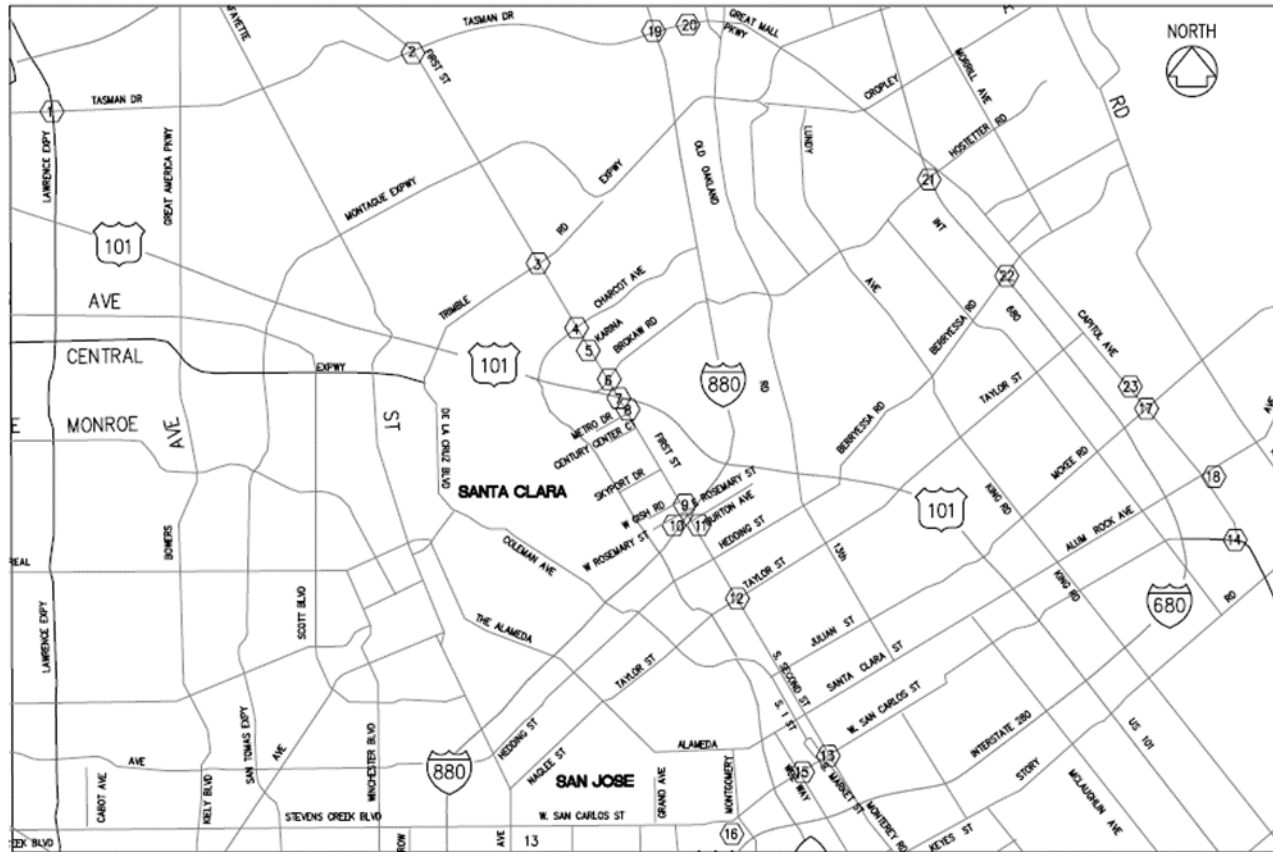


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PROJECT SITE MAP No. 2



LOCATION INDEX:

- ① TASMAN DR & LAWRENCE EXPWY-SUNNYVALE (SEE DWG. NO. C100)
- ② N. FIRST ST & TASMAN DR-CSJ (SEE DWG. NO. C101)
- ③ N. FIRST ST & TRIMBLE RD-CSJ (SEE DWG. NO. C102)
- ④ N. FIRST ST & CHARCOT AVE-CSJ (SEE DWG. NO. C103)
- ⑤ N. FIRST ST & KARINA CT -CSJ (SEE DWG. NO. C104)
- ⑥ N. FIRST ST & BROKAW RD-CSJ (SEE DWG. NO. C105)
- ⑦ N. FIRST ST & OLD BAYSHORE HWY-CSJ (SEE DWG. NO. C106)
- ⑧ N. FIRST ST & METRO DR-CSJ (SEE DWG. NO. C107)
- ⑨ N. FIRST ST & ROSEMARY ST-CSJ (SEE DWG. NO. C108)
- ⑩ N. FIRST ST & I-880 SB RAMP-CSJ (SEE DWG. NO. C109)
- ⑪ N. FIRST ST & BURTON AVE-CSJ (SEE DWG. NO. C110)
- ⑫ N. FIRST ST & TAYLOR ST-CSJ (SEE DWG. NO. C111)
- ⑬ N. FIRST ST & SAN CARLOS ST (SEE DWG. NO. C112)
- ⑭ CAPITOL AVE & I-880 NB RAMP (SEE DWG. NO. C113)
- ⑮ W. SAN CARLOS & WOZ WY-CSJ (SEE DWG. NO. C114)
- ⑯ FENCE AT KB HOME (SUNOL ST./AUJZERAS AVE-CSJ (SEE DWG. NO. C115)
- ⑰ CAPITOL AVE & MCKEE ROAD-CSJ (SEE DWG. NO. C116)
- ⑱ CAPITOL AVE & ALUM ROCK AVE-CSJ (SEE DWG. NO. C117)
- ⑲ TASMAN DRIVE AND I-880 SB RAMP-MILPITAS (SEE DWG. NO. C118)
- ⑳ GREAT MALL PARKWAY & I-880/THOMPSON-MILPITAS (SEE DWG. NO. C119)
- ㉑ CAPITOL AVE & HOSTETTER RD-CSJ (SEE DWG. NO. C120)
- ㉒ CAPITOL AVE & BERRYESSA RD-CSJ (SEE DWG. NO. C121)
- ㉓ CAPITOL AVE & MCKEE MALL ENTRANCE-CSJ (SEE DWG. NO. C122)

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## APPENDIX B: SCORING MATRIX

*Note: References to Part I, Part II, Part III and Part IV refer to the Parts of the Pre-Qualification Questionnaire.*

### A. PART I: CONTACT INFORMATION

Part I seeks information about the makeup of the BIDDER, and is for identification purposes only. There is no evaluative scoring value for these parts.

### B. PART II: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

This part seeks information about the BIDDER, and consists of pass/fail questions. This is the first step in rating the BIDDER. A Bidder that “fails” any one of the questions 1-9 listed in Part II will be disqualified (except with respect to certain questions providing additional requirements for consideration).

### C. PART III: ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

The first set of questions (Questions 1 to 5) seek information about the organization and structure of the BIDDER. There is no evaluative scoring value for these questions.

The next sets of questions (Questions 6 to 38) are scored. Refer to the Scoring Matrix on the next page.

### D. PART IV:

This part seeks information about the Bidders project experience and requests contact information for each project.

Interviews will be conducted based on this information and scored. Refer to APPENDIX C: INTERVIEW QUESTIONNAIRE for the set of questions and passing score.

To prequalify, the Bidder must have a passing grade within each of the two sections identified below.

Question #	Quantity	Yes	No	Score
6	6 yrs + = 5 pts 5 yrs = 4 pts 4 yrs = 3 pts 3 yrs or less = 2 pts	N/A	N/A	
7	N/A	0	3	

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Question #	Quantity	Yes	No	Score
8	N/A	0	3	
Questions 9 to 12 are not scored				
13	N/A	0	5	
14	5 pts for 0 project with \$50,000+ LDs <u>or</u> 1 project with LD 3 pts for 2 projects with \$50,000+ LD 0 pt for any other answer	N/A	N/A	
15	N/A	0	5	
16	N/A	0	5	
17	If firm's average gross revenue for the last 3 years was <\$50M: 5 pts for "No" or "Yes" with 1 instance 3 pts for "Yes" with 2 instances 0 pts for "Yes" with more than 2 instances  If firm's average gross revenue for the last 3 years was >\$50M: 5 pts for "No" or "Yes" with 1, 2, or 3 instances 3 pts for "Yes" with 4 or 5 instances 0 pts for "Yes" with more than 5 instances	N/A	N/A	
18	If firm's average gross revenue for the last 3 years was <\$50M: 5 pts for "No" or "Yes" with 1 instance 3 pts for "Yes" with 2 instances 0 pts for "Yes" with more than 2 instances  If firm's average gross revenue for the last 3 years was >\$50M: 5 pts for "No" or "Yes" with 1, 2, or 3 instances 3 pts for "Yes" with 4 or 5 instances 0 pts for "Yes" with more than 5 instances	N/A	N/A	
19	5 pts for "No" or "Yes" with 1 claim 3 pts for 2 claims -5 pts for more than 2 claims	N/A	N/A	
20	5 pts for "No" or "Yes" with 1 instance 3 pts for 2 instances 0 pt for more than 2 instances	N/A	N/A	
21	N/A	-5	5	
22	N/A	-5	5	

Cerone Division Emergency Generator Replacement  
Request for Pre-Qualification

Question #	Quantity	Yes	No	Score
23	N/A	-5	5	
Questions 24 and 26 are not scored				
25	5 pts for rate $\leq 1\%$ 3 pts for rate no higher than 1.10% 0 pts for any other answer	N/A	N/A	
27	N/A	0	5	
<b>Total Score – Questions 6 to 27</b>				
<input type="checkbox"/> <b>Pass (scored 57 to 76)</b> <input type="checkbox"/> <b>Disqualified - total score is less than 57</b>				

28	<p><i>If firm's average gross revenue for the last 3 years was &lt;\$50M:</i> 5 pts for "No" or "Yes" with 1 instance 3 pts for "Yes" with 2 instances 0 pts for "Yes" with more than 2 instances</p> <p><i>If firm's average gross revenue for the last 3 years was &gt;\$50M:</i> 5 pts for "No" or "Yes" with 1, 2, or 3 instances 3 pts for "Yes" with 4 or 5 instances 0 pts for "Yes" with more than 5 instances</p>	N/A	N/A	
29	<p><i>If firm's average gross revenue for the last 3 years was &lt;\$50M:</i> 5 pts for "No" or "Yes" with 1 instance 3 pts for "Yes" with 2 instances 0 pts for "Yes" with more than 2 instances</p> <p><i>(continuance of Question 29)</i></p> <p><i>If firm's average gross revenue for the last 3 years was &gt;\$50M:</i> 5 pts for "No" or "Yes" with 1, 2, or 3 instances 3 pts for "Yes" with 4 or 5 instances 0 pts for "Yes" with more than 5 instances</p>	N/A	N/A	

Cerone Division Emergency Generator Replacement  
Request for Pre-Qualification

Question #	Quantity	Yes	No	Score
30	<p><i>If firm's average gross revenue for the last 3 years was &lt;\$50M:</i>  5 pts for "No" or "Yes" with 1 instance  3 pts for "Yes" with 2 instances  0 pts for "Yes" with more than 2 instances</p> <p><i>If firm's average gross revenue for the last 3 years was &gt;\$50M:</i>  5 pts for "No" or "Yes" with 1, 2, or 3 instances  3 pts for "Yes" with 4 or 5 instances  0 pts for "Yes" with more than 5 instances</p>	N/A	N/A	
31	<p>3 pts for once a week or more often  0 pts for any other answer</p>	N/A	N/A	
32	<p>5 pts for 3- year average EMR of <math>\leq 0.95</math>  3 pts for 3- year average EMR of 0.95 to 1.00  0 pts for any other EMR</p>	N/A	N/A	
33	<p>5 pts for "No" or "Yes" with 1 instance  0 pts for any other answer</p>	N/A	N/A	
34	<p><i>If firm's average gross revenue for the last 3 years was &lt;\$50M:</i>  5 pts for "No" or "Yes" with 1 or 2 instances  3 pts for "Yes" with 3 instances  0 pts for "Yes" with more than 3 instances</p> <p><i>If firm's average gross revenue for the last 3 years was &gt;\$50M:</i>  5 pts for "No" or "Yes" with <math>\leq 4</math> instances  3 pts for "Yes" with 5 or 6 instances  0 pts for "Yes" with more than 6 instances</p>	N/A	N/A	
35	<p><i>If firm's average gross revenue for the last 3 years was &lt;\$50M:</i>  5 pts for "No" or "Yes" with 1 or 2 instances  3 pts for "Yes" with 3 instances  0 pts for "Yes" with more than 3 instances</p> <p><i>If firm's average gross revenue for the last 3 years was &gt;\$50M:</i>  5 pts for "No" or "Yes" with <math>\leq 4</math> instances  3 pts for "Yes" with 5 or 6 instances  0 pts for "Yes" with more than 6 instances</p>	N/A	N/A	



Cerone Division Emergency Generator Replacement  
Request for Pre-Qualification

Question #	Quantity	Yes	No	Score
36	<i>5 pts for 1 or more approved apprenticeship program is listed. 0 pts for any other answer</i>	N/A	N/A	
37	<i>5 pts for 1 or more persons completed an approved apprenticeship program while employed by the firm. 0 pts for no person completed an approved apprenticeship program</i>	N/A	N/A	
38	<i>If firm's average gross revenue for the last 3 years was &lt;\$50M: 5 pts for "No" or "Yes" with 1 or 2 instances 3 pts for "Yes" with 3 instances 0 pts for "Yes" with more than 3 instances  If firm's average gross revenue for the last 3 years was &gt;\$50M: 5 pts for "No" or "Yes" with ≤ 4 instances 3 pts for "Yes" with 5 or 6 instances 0 pts for "Yes" with more than 6 instances</i>	N/A	N/A	
<b>Total Score – Questions 28 to 38</b>				
<input type="checkbox"/> <b>Pass (scored 38 to maximum 53)</b> <input type="checkbox"/> <b>Disqualified - total score is less than 38</b>				

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## APPENDIX C: INTERVIEW QUESTIONNAIRE

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on this project. For a score of between 56 and 72, conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification..

**Company to be Pre-Qualified** \_\_\_\_\_  
**VTA Project to be Pre-Qualified** \_\_\_\_\_  
**for** \_\_\_\_\_  
**Company to be Interviewed** \_\_\_\_\_  
**Company Contact Person** \_\_\_\_\_  
**Contact Person Phone** \_\_\_\_\_  
**Referenced Project** \_\_\_\_\_

Number	QUESTION	SCORE
1.	On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel?	Score: _____
2.	On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision?	Score: _____
3.	On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job?	Score: _____
4.	On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates?	Score: _____
5.	On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved?	Score: _____
6.	On a scale of 1 to 10, with 10 being the best, was the project completed by the contractor on schedule? (10 = completed on schedule including approved time extensions, 1 = significant and harmful delays)	Score: _____
7.	On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work.	Score: _____

Cerone Division Emergency Generator Replacement  
Request for Pre-Qualification

- |     |  |  |
|-----|--|--|
| 8.  | On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work.  | Score: _____                                     |
| 9.  | On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and punch list items?   | Score: _____                                     |
| 10. | On a scale of 1-10, Has the contractor made any claim, dispute or lawsuit in excess of \$50,000 concerning work or payment? (10 = no claims > \$50K, 5 = 1 claim, 0 = many claims).  | Score: _____                                     |
| 11. | On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")                  | Score: _____                                     |
| 12. | On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall?  | Score: _____                                     |
| 13. | Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points) | # of stop notices, liens or claims:<br><br>_____ |

PRE-QUALIFICATION INTERVIEW RESULT				
SECTION	POSSIBLE SCORE	PASSING SCORE	EARNED SCORE	RESULT
Question No. 1 to Question No. 12 :	120	55	_____	
Deduction as per Question No.13 :	0	0	_____	
<b>Total</b>	<b>120</b>	<b>55</b>	_____	<input type="checkbox"/> Passed <input type="checkbox"/> Failed

Interviewer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **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 but not limited to QC organization
- Submittal Management and Document Control
- Subcontractor and Supplier Control
- Process Control and Control of Special Processes (i.e. welding, coating, etc.)
- Inspection and Testing
- Control of Inspection, Measuring and Test Equipment
- 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 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 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 and certification by the Contractor's Project Manager or Quality Control Manager as meeting the requirements of this appendix. Contractor shall ensure its subcontractor / supplier / manufacturer's agreements include the quality assurance requirements specified in this appendix.

### **1.9 Process Control and Control of Special Processes.**

To ensure accuracy and consistency in production and construction processes, Contractor and its subcontractors, supplier, consultants and subconsultants of every tier shall submit written procedures, instructions, drawings, checklists, or other appropriate documents, as a supplement to the CQCP. These documents must identify equipment to be used as well as describe their means to

control special and controlled processes including, but not be limited to, welding, heat treatment, grinding, cleaning, plating, nondestructive examination, and testing.

Contractor shall assure that the Work is performed in accordance with the applicable codes, standards, specifications, or other special contractual requirements using qualified/certified personnel and equipment.

#### **1.10 Inspection and Testing.**

The CQCP must describe the method by which the inspection and testing of a product or Work is properly 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 "Inspection and Testing Plan" and associated checklists, subject to VTA's review and acceptance. The completed Inspection and Testing Reports and Checklists must be provided to VTA, as part of quality records, confirming that all Work, products, equipment, and systems conform to the requirements of Contract Documents. The Inspection and Testing Plan, at a minimum, must include a final installation checklist, spreadsheet listing all required inspection and testing to be conducted, plan/drawing number as applicable, criteria and result, and signature/stamp of qualified/certified inspector or tester. 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.

#### **1.11 Control of Inspection, Measuring and Test Equipment**

Contractor shall establish the guidelines and responsibilities for the calibration, storage, use, handling, and control of inspection, measuring and test equipment.

#### **1.12 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 and establish methods and responsibilities for identifying and implementing corrective actions to correct and prevent future recurrence.

#### **1.13 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.

#### **1.14 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 \$3,000.00 upon VTA's approval of the CQCP

- (b) Contractor may invoice \$2,000.00 upon acceptance of the Inspection and Testing Plan
- (c) Contractor may not invoice the remaining \$5,000.00 until after submittal of completed Inspection and Testing Reports and Checklists and final acceptance of the Work.
- (d) There will be no separate payment for any other submittal required by this appendix.



## **APPENDIX N REGULATORY PERMIT APPLICATIONS**

BAAQMD (Bay Area Air Quality Management District)

- **Form 101-B**
- **Form ICE (Internal Combustion Engine)**
- **Form HRSA**
- **Generator Manufacturers info., CARB-certified emissions data**

County of Santa Clara HMCD

- **HMCD-004: Plan Submittal Requirements for Hazardous Materials Systems**
- **HMCD-028: Hazardous Materials Clearance Form**
- **UN-064HMCD: Aboveground Tank System Closure Permit Application**
- **HMCD-017: Aboveground Tank Closure Guidelines**
- **UN-018: Guidelines for Installation of Temporary and Permanent Aboveground Diesel Fuel Tanks for Emergency and Standby Power Systems Located Outside of Buildings**
- **HMCD-109: Temporary Hazardous Materials Storage Permit**
- **HMCD-116: Hazardous Materials Construction Permit Application**
- **HMCD-024: Equipment List for Aboveground Storage Tank Systems**

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**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
 939 Ellis Street, San Francisco, CA 94109  
 Engineering Division (415) 749-4990  
 www.baaqmd.gov fax (415) 749-5030

**Form P-101B**  
 Authority to Construct/  
 Permit to Operate

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**1. Application Information**

BAAQMD Plant No. 4558 Company Name Santa Clara Valley Transportation Authority  
 Equipment/Project Description \_\_\_\_\_

**2. Plant Information** *If you have not previously been assigned a Plant Number by the District or if you want to update any plant data that you have previously supplied to the District, please complete this section.*

Equipment Location \_\_\_\_\_  
 City \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Mail Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Plant Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

NAICS (North American Industry Classification System) see [www.census.gov/eos/www/naics](http://www.census.gov/eos/www/naics) \_\_\_\_\_

**3. Proximity to a School (K-12)**

The sources in this permit application (check one)  Are  Are not within 1,000 ft of the outer boundary of the nearest school.

**4. Application Contact Information** *All correspondence from the District regarding this application will be sent to the plant contact unless you wish to designate a different contact for this application.*

Application Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Mail Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Email \_\_\_\_\_

**5. Additional Information** *The following additional information is required for all permit applications and should be included with your submittal. Failure to provide this information may delay the review of your application. Please indicate that each item has been addressed by checking the box. Contact the Engineering Division if you need assistance.*

- If a new Plant, a local street map showing the location of your business.
- A facility map, drawn roughly to scale, that locates the equipment and its emission points
- Completed data form(s) and a pollutant flow diagram for each piece of equipment. (See [www.baaqmd.gov/Forms/Engineering.aspx](http://www.baaqmd.gov/Forms/Engineering.aspx))
- Project/equipment description, manufacturer's data
- Discussion and/or calculations of the emissions of air pollutants from the equipment

**6. Trade Secrets** *Under the California Public Records Act, all information in your permit application will be considered a matter of public record and may be disclosed to a third party. If you wish to keep certain items separate as specified in Regulation 2, Rule 1, Section 202.7, please complete the following steps.*

- Each page containing trade secret information must be labeled "trade secret" with the trade secret information clearly marked.
- A second copy, with trade secret information blanked out, marked "public copy" must be provided.
- For each item asserted to be trade secret, you must provide a statement which provides the basis for your claim.

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

375 Beale Street, Suite 600, San Francisco, CA 94105 . . . (415) 749-4990 . . . FAX (415) 749-5030 OR 4949
WEBSITE: WWW.BAAQMD.GOV

Health Risk Screening Analysis

IMPORTANT: For any permit application that requires a Health Risk Screening Analysis, fill out one form for each source that emits a Toxic Air Contaminant(s) [or for a group of sources that exhaust through a common stack]. Emissions can be from a discrete point source (with stack) or a source with fugitive emissions (area or volume source). You must provide a plot plan (drawn to scale, if possible) and a local map (aerial photos are recommended), which clearly demonstrate the location of your site, the source(s), property lines, and any surrounding buildings [see attached example]. Label streets, schools, residences, and other businesses. List major dimensions of all buildings surrounding the source in Section C.

Plant Name: SANTA CLARA VALLEY TRANSPORTATION AUTHORITY Plant No.: 4558
Source Description:
Source No.: S- (if known) Emission Point No.: P- (if known)

SECTION A (Point Source)

- 1. Does the source exhaust at clearly defined emission point; i.e., a stack or exhaust pipe? YES OR NO
2. Does the stack (or exhaust pipe) stand alone or is it located on the roof of a building? alone OR on roof
3. What is the height of the stack outlet above ground level? feet OR meters?
4. What is the inside diameter of the stack outlet? inches OR feet OR meters
5. What is the direction of the exhaust from the stack outlet? horizontal OR vertical
6. Is the stack outlet: open or hinged rain flap OR rain capped (deflects exhaust downward or horizontally)
7. What is the exhaust flowrate during normal operation? cfm (cubic feet/min) OR meters3/second
8. What is the typical temperature of the exhaust gas? degrees Fahrenheit OR degrees Celsius

SECTION B (Area/Volume Source)

This section applies to fugitive emissions that are NOT captured by a collection system nor directly emitted through a stack or other emission point. Volume sources have fugitive emissions generally released within a building or other defined space (e.g., dry cleaner, gasoline station canopy). Area sources are generally flat areas of release (e.g., landfill, quarry).

- 1. Is the emission source located within a building? YES (go to #2) OR NO (go to #3)
2. If YES (source inside building), provide building dimensions on line B1 in Section C
a. Does the building have a ventilation system that is vented to the outside? YES OR NO
b. If NO (ventilation), are the building's doors & windows kept open during hours of operation? YES OR NO
3. If NO (source not inside building), provide a description of the source, dimensions, & indicate location on plot plan.

**SECTION C (Building Dimensions)**

Provide building dimensions. Use Line B1 only for building with source/stack on the roof or with fugitive emissions inside building. Use Lines B2-B9 for buildings surrounding the source (within 300 feet). Distance and direction are optional if map and/or aerial photo are adequately labeled with locations of buildings. Check one for units:  feet OR  meters

B#	Building name or description	Height	Width	Length	Distance To Source	Direction To Source
B1	Building with source:				n/a	n/a
B2						
B3						
B4						
B5						
B6						
B7						
B8						
B9						

**NOTE:** Label buildings by B# on plot plan, map and/or aerial photo. Provide comments below for any details that need additional clarification (e.g., list buildings that are co-occupied by your employees and other workers, residents, students, etc).

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(Go on to Section D)

**SECTION D (Receptor Locations)**

**NOTE:** Indicate on maps or aerial photos the residential and nonresidential areas surrounding your facility.

- Indicate the area where the source is located (check one):
  - zoned for residential use
  - zoned for mixed residential and commercial/industrial use
  - zoned for commercial and/or industrial use
  - zoned for agricultural use
- Distance from source (stack or building) to nearest facility property line = \_\_\_\_\_ feet OR \_\_\_\_\_ meters
- Distance from source (stack or building) to the property line of the nearest residence = \_\_\_\_\_ feet OR \_\_\_\_\_ meters
- Describe the nearest nonresidential property (check one):  Industrial/Commercial OR  Other \_\_\_\_\_
- Distance from source (stack or building) to property line of nearest nonresidential site = \_\_\_\_\_ feet OR \_\_\_\_\_ meters
- Distance from source to property line of nearest school\* (or school site) = \_\_\_\_\_ feet OR  Greater than 1,000 feet

[Note: Helpful website with California Dept. of Education data: [www.greatschools.net](http://www.greatschools.net)]

Provide the names and addresses of all schools\* that have property line(s) within 1,000 feet of the source:

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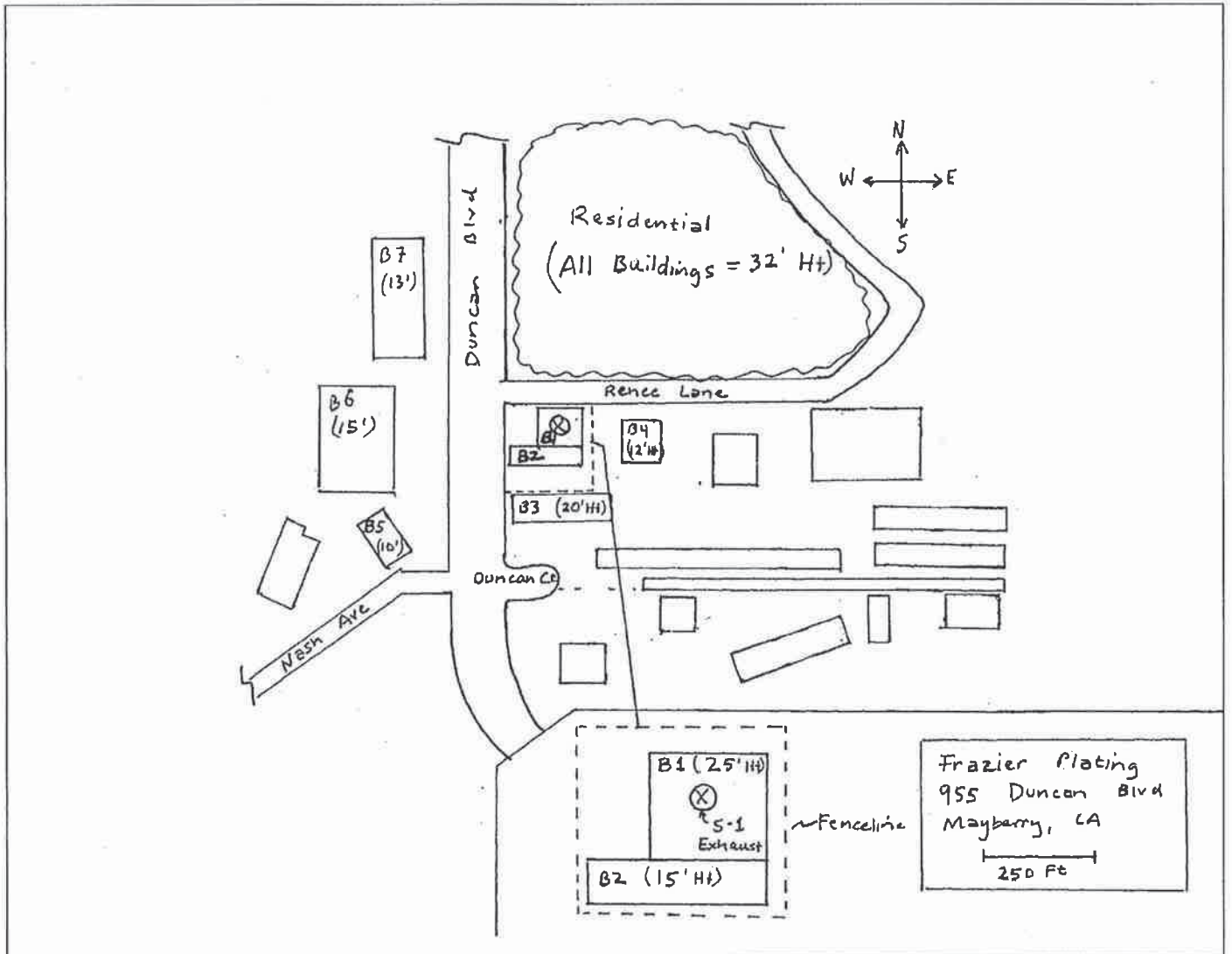
\*K-12 and more than twelve children only

EXAMPLE:

Check one for units:  feet OR  meters

B#	Building or Description	Height	Width	Length	Distance to Source	Direction to Source
B1	Building with source: Frazier Plating, shop	25	100	100	N/a	N/a
B2	Frazier Plating, office	15	50	175	40	N
B3	7-Eleven	20	50	225	100	N
B4	Ye Old Oak Cooper	12	63	225	100	W
B5	Floyd's Barber Shop	10	69	112	225	NE
B6	Goober's Car Care	15	175	225	220	E
B7	Exito Enterprises	13	115	275	220	SE
B8	Residential (9 Apartment Bldgs)	32	60	130	Various	S

Frazier Plating, 955 Duncan Blvd, Mayberry, CA





**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**  
 939 Ellis Street, San Francisco, CA 94109  
 Engineering Division (415) 749-4990  
 www.baaqmd.gov fax (415) 749-5030

**Form ICE**  
**Internal Combustion Engines**

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Form ICE is to be completed for all internal combustion engines except turbines. (For turbines, submit Form C). Submit one form for each engine. If this is a new engine or a modification to an existing engine, you must also complete Form HRSA Health Risk Screen Analysis. Additional forms and all District regulations and rules are available on the District's web site. Contact your assigned permit engineer or the Engineering Division at the above telephone number if you need assistance completing this form. Please include the engine manufacturer's equipment specifications.

**1. SUMMARY**     New Construction     Modification     Loss of Exemption

Company Name SANTA CLARA VALLEY TRANSPORTATION AUTHORITY    Plant No.\* 4558

Source Description \_\_\_\_\_    Source No.\* \_\_\_\_\_

Initial Date of Operation \_\_\_\_\_ (Not required for modification of an existing permitted source)    \*(If unknown leave blank)

Operating Schedule    Typical hrs/day \_\_\_\_\_    Days/week \_\_\_\_\_    Weeks/yr \_\_\_\_\_    Maximum hrs/day \_\_\_\_\_

**2. ENGINE INFORMATION**     Check here if applying for a portable equipment permit. (See Reg. 2-1-413 for requirements)

Engine Type: (Check one)     4 Stroke     2 Stroke Compression Ignition (Diesel)    or     4 Stroke     2 Stroke Spark Ignition

Engine Manufacturer \_\_\_\_\_    Model \_\_\_\_\_    Model Year \_\_\_\_\_

EPA/CARB Engine Family Name \_\_\_\_\_    Engine Serial No. \_\_\_\_\_

Engine Displacement \_\_\_\_\_ (cu in)    Maximum rated output (bhp) \_\_\_\_\_    Typical load as % of bhp rating \_\_\_\_\_

Is this an emergency/standby engine?     Yes     No

(Complete and check all that apply)

Certification:     EPA Certified     CARB Certified    CARB Executive Order No. \_\_\_\_\_

None (If None is checked, please indicate below the items applicable to this engine.)

Naturally aspirated     Supercharged     Turbocharged     Inter-cooled     After-cooled

Timing retard ≥ 4°     Lean-burn     Rich-burn

Primary Use:     Electrical generation     Cogeneration     Pump driver     Fire pump driver

Compressor driver     Tub grinder driver     Other: \_\_\_\_\_

**3. ABATEMENT DEVICE INFORMATION** Complete this section only if the engine exhausts to an add-on abatement device.

Check here if the engine has more than one add-on abatement device and complete a separate Form A for each additional abatement device.

Abatement device number    A \_\_\_\_\_ (If unknown leave blank)     New     Existing

Device type:     Diesel catalyzed particulate filter     Oxidation catalyst     Selective catalytic reduction (SCR)

Non-selective catalytic reduction (NSCR or 3-way catalyst)     Other: \_\_\_\_\_

Make, Model, and Rated Capacity \_\_\_\_\_

Abatement device control efficiencies at typical operation (Use the basis codes listed below. If unknown leave blank)

Control Efficiency/Emission Factor Basis Codes: (Submit supporting documentation if available)

- (1) Source testing or other measurement by plant    (8) Guess
- (2) Source testing or measurement by BAAQMD (District use only)    (9) EPA/CARB Certification
- (3) Specification from vendor
- (4) Material balance by plant using knowledge of process
- (5) Material balance by BAAQMD (District use only)
- (6) EPA Document AP-42 Emission Factors
- (7) Taken from literature other than AP-42

Pollutant Name	Wt % Reduction	Basis Code
Particulates		
Organics		
Nitrogen Oxides		
Sulfur Dioxide		
Carbon Monoxide		
Others – <input type="checkbox"/> Check here and attach a separate list of pollutants. Include the basis code and the control efficiency.		

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**Form ICE**  
Internal Combustion Engines

**4. EMISSION POINT/STACK INFORMATION**  Check here if the engine has more than one stack or has a continuous pollutant emission monitor and complete one Form P for each emission point.

Emission point number P \_\_\_\_\_ (If unknown leave blank)  New  Existing

Stack outlet height from ground level (ft) \_\_\_\_\_

Diameter of stack outlet (inches) \_\_\_\_\_ or Outlet cross-section area (square inches) \_\_\_\_\_

Direction of outlet (check one)  Horizontal  Vertical End of outlet (check one)  Open/hinged flap  Rain cap

Exhaust rate at typical operation (acfm) \_\_\_\_\_ Exhaust temperature at typical operation (°F) \_\_\_\_\_

**5. RISK ASSESSMENT INFORMATION.**

Distance from engine to the property line of the nearest residence (ft) \_\_\_\_\_ or (check if)  Greater than one mile

Distance from engine to the property line of the nearest school<sup>1</sup> (ft) \_\_\_\_\_ or (check if)  Greater than 1000 ft

Describe the nearest non-residential, non-school site (check one)  Industrial  Commercial  Hospital

Day care center  Other \_\_\_\_\_

Distance from engine to the property line of the nearest non-residential, non-school site(ft) \_\_\_\_\_ or  Greater than one mile

1. K-12 and more than twelve children only.

**6. FUEL DATA** Complete the table below for each fuel burned. If you are using a fuel other than those listed in the fuel code table, attach a fuel analysis indicating the higher heating value, sulfur content, and nitrogen content. Please clearly indicate the measurement unit that corresponds to the information you are submitting.  Check here if you are using more than two fuels, and attach a copy of this page listing the additional fuels.

Primary Fuel					Secondary Fuel				
Fuel Code <sup>1</sup> _____		Name _____			Fuel Code <sup>1</sup> _____		Name _____		
Maximum Fuel Use Rate <sup>2</sup> _____		gal/hr or SCF/hr			Maximum Fuel Use Rate <sup>2</sup> _____		gal/hr or SCF/hr		
Annual Fuel Usage <sup>3</sup> _____		gal/yr or therm/yr or SCF/yr			Annual Fuel Usage <sup>3</sup> _____		gal/yr or therm/yr or SCF/yr		
Typical Heat Content <sup>4</sup> _____		BTU/gal or BTU/SCF			Typical Heat Content <sup>4</sup> _____		BTU/gal or BTU/SCF		
Sulfur Content <sup>4</sup> _____		wt% liquids or ppmv gases			Sulfur Content <sup>4</sup> _____		wt% liquids or ppmv gases		
Emission Factors (Optional)					Emission Factors (Optional)				
Pollutant Name	Emission Factor	Units <sup>5</sup>	Basis Code <sup>6</sup>	Abated Factor (✓) <sup>7</sup>	Pollutant Name	Emission Factor	Units <sup>5</sup>	Basis Code <sup>6</sup>	Abated Factor (✓) <sup>7</sup>
Particulates				<input type="checkbox"/>	Particulates				<input type="checkbox"/>
Organics				<input type="checkbox"/>	Organics				<input type="checkbox"/>
Nitrogen Oxides				<input type="checkbox"/>	Nitrogen Oxides				<input type="checkbox"/>
Carbon Monoxide				<input type="checkbox"/>	Carbon Monoxide				<input type="checkbox"/>
Others – <input type="checkbox"/> Check here and attach a separate list under each fuel used.					Others – <input type="checkbox"/> Check here and attach a separate list under each fuel used.				

1. Fuel Codes: Diesel (98)      Bio Diesel B100 (815)      Bio Diesel B20 Blend (816)      Gasoline (551)  
 Natural Gas (189)      Landfill Gas (511)      Digester Gas (493)      Liquid Petroleum Gas (LPG) (160)

2. Maximum fuel use rate units: gallon/hr for liquid fuels and SCF/hr for gaseous fuels. (SCF = Standard Cubic Foot)  
 3. The annual fuel usage is the actual or projected engine fuel consumption over a rolling 12-month time period. Annual usage units: gallons for liquid fuel, therms for natural gas, and SCF for other gaseous fuels. (therm = 100,000 BTUs, BTU = British Thermal Unit)  
 4. If you are using diesel, natural gas, or gasoline, you may skip this entry. Heat content units: BTU/gallon for liquid fuels, BTU/SCF for gaseous fuels. Sulfur content units: weight % for liquid fuels, ppmv for gaseous fuels. (ppmv = parts per million by volume)  
 5. Emission factors may be reported as gram/brakehp-hr, or as lb per gallon, or as lb per therm, or as lb per SCF.  
 6. See the Control Efficiency/Emission Factor Basis Code table under Section 3 on page 1 of this form.  
 7. Place a check in this column if the emission factor applies to emissions after abatement by an add-on abatement device.

**7. CERTIFICATION** I hereby certify that all information contained herein is true and correct. (Please sign and date this form)

\_\_\_\_\_  
Name of person certifying (print)

\_\_\_\_\_  
Title of person certifying

\_\_\_\_\_  
Signature of person certifying

\_\_\_\_\_  
Date

Approved By: \_\_\_\_\_  
(District Use Only)

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

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

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





## PLAN SUBMITTAL REQUIREMENTS FOR HAZARDOUS MATERIALS SYSTEMS

*For Use Within the Cities of Los Altos, Los Altos Hills, Monte Sereno, Morgan Hill, Palo Alto, San Jose, Saratoga, and in Unincorporated Areas of Santa Clara County, Including Moffett Field, San Martin, and Stanford.*  
*Authority Cited: Santa Clara County Ordinance Code; Title 23, Division 3, Chapter 16 California Code of Regulations (23 CCR) §§2661(b) and 2662(a)*

A permit is required to install or retrofit underground storage tank (UST) systems and aboveground hazardous materials storage/handling systems (tanks, buildings, labs) located in areas regulated by HMCD.<sup>1</sup> This document describes plan submittal requirements for obtaining such a permit. If you have any questions regarding this information, please contact HMCD at (408) 918-3400 and ask to speak to the Hazardous Materials Program Phone Duty Officer. HMCD forms and guidance are available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).

### A. Required Submittals

Plan review will not be performed until all required information is submitted.

1. Hazardous Materials Construction permit Application (form HMCD-116) [Required for projects involving installation, retrofit, or repair of hazardous materials storage/handling systems.]
2. Equipment List for Aboveground Storage Tank Systems (form HMCD-024A) [Required for projects involving installation, retrofit, or repair of aboveground tank systems.]
3. Equipment List for Underground Storage Tank Systems (form HMCD-024U) [Required for projects involving installation, retrofit, or repair of UST systems (other than monitoring system “cold starts”).]
4. Hazardous Materials Clearance Form (form HMCD-028) [Required for projects in unincorporated areas.]
5. Drawings [2 sets required for facility construction/remodel and installation/retrofits involving hazardous materials tank system piping, sumps, or under dispenser containment.] All drawings must be drawn in a professional manner at a legible scale and include a vicinity map showing nearby streets and buildings, electrical lines, and other significant details.
6. Manufacturers' Cut Sheets/Specifications [1 set required for projects other than monitoring system “cold starts.”] *If more than one equipment model is shown on a cut sheet, highlight, circle, underline, or otherwise clearly indicate the specific model(s) intended for use.*
7. ICC UST Installation/Retrofitting certification, ICC California UST Service Technician certification, and equipment manufacturers' training certifications for person(s) who will oversee installation and/or testing of UST system components [1 copy required for underground storage tank projects.]
8. If hazardous material or waste storage tanks will be removed as part of this project, a tank system closure permit must be obtained from HMCD. Submit a completed aboveground or underground Tank

<sup>1</sup> Installation/retrofitting of LPG tanks is regulated by Building and Fire authorities, but does not require a permit from HMCD.]

Closure Permit Application form and appropriate fees along with the plans. Refer to the tank closure guidance documents available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat). *[Note: The HMCD closure permit requirement does not apply to aboveground tanks within Los Altos, Morgan Hill, San Jose, or Palo Alto city limits. Check with the local fire department regarding their requirements for tank closure.]*

9. Local ordinance requires that a Hazardous Materials Storage Permit be obtained from HMCD prior to bringing hazardous materials on-site in Los Altos Hills, Monte Sereno, and Saratoga and in unincorporated areas of Santa Clara County such as Moffett Field, Redwood Estates, San Martin, and Stanford). Submit a "Temporary Hazardous Materials Storage Permit Application" (form HMCD-109) to HMCD prior to bringing 10 gallons or more of any hazardous material onsite for temporary use (e.g., fuel for generator, compressor, etc.). Temporary use is limited to 90 consecutive days. Other storage requires a full-term permit. Contact HMCD regarding temporary permit quantity limits for solids and compressed gases.
10. A new/revised Hazardous Materials Business Plan (HMBP) for the facility must be electronically submitted to the California Environmental Reporting System (CERS) website (<http://cers.calepa.ca.gov/>) or Santa Clara County CUPA Front Counter electronic reporting portal (<https://frontcounter.sccgov.org/scc/frontcounter.html>) prior to final inspection sign-off.
11. An Underground Storage Tank Certification of Installation/Modification must be electronically submitted to the California Environmental Reporting System (CERS) website within 30 days of final inspection sign-off if the project involves the installation of new a new UST or replacement of product/waste piping (including sumps and under dispenser containment) associated with a UST.

## B. Fees

Payment of the appropriate hazardous materials plan review fee must be included with your submittal. This fee will cover plan review, consultations, and on-site inspections. Minor retrofit/repair projects are limited to 2 hours total project time, including plan review, consultation, and one inspection. HMCD staff time associated with re-inspections or in excess of pre-paid minimums will be billed on an hourly basis (one hour minimum). All fees must be paid before final project sign-off will be granted. Make checks payable to Santa Clara County DEH. Fees may be paid electronically (by credit card or electronic check) at our front counter, or online at [www.EHinfo.org](http://www.EHinfo.org) if you provide billing contact information and request that an invoice be emailed to you. Fees are posted at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).

## C. Additional Information

1. A copy of the plan check approval letter and approved drawings must be kept at the project location until final project sign-off by HMCD.
2. Inspections must be scheduled at least two (2) working days in advance.
3. In the cities of Los Altos, Morgan Hill, Palo Alto, and San Jose, these requirements apply only to projects involving underground storage tanks.
4. Plan check approval may also be required from the applicable Fire Marshal Office and the County of Santa Clara's Office of Development Services or applicable City Building Department.

**County of Santa Clara**  
**Department of Environmental Health**  
**Hazardous Materials Compliance Division (HMCD)**  
**Hazardous Materials Program**  
1555 Berger Drive, Suite 300  
San Jose, California 95112-2716  
(408)918-3400; Fax (408)280-6479  
[www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat)



## HAZARDOUS MATERIALS CLEARANCE FORM

This form must be completed and submitted to the Hazardous Materials Compliance Division (HMCD) when applying for a building permit for any facility where hazardous materials will be present during or after construction. Questions concerning this form should be addressed to HMCD at (408) 918-3400 or via eMail at [hmcd.cers@deh.sccgov.org](mailto:hmcd.cers@deh.sccgov.org).

### I. Business Information

Business Name (DBA): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Project Contact Name: \_\_\_\_\_ Office Phone: (\_\_\_\_) \_\_\_\_\_ ext. \_\_\_\_\_  
Cell Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ eMail: \_\_\_\_\_

### II. Project Site Information Construction of new facility; Remodel/retrofit.

Site Name/Site No. (if different from Business Name): \_\_\_\_\_  
Site Address: \_\_\_\_\_ City: \_\_\_\_\_  
Plan Check No.: \_\_\_\_\_ Parcel No. (APN): \_\_\_\_\_

Briefly describe the project and what hazardous materials will be used during construction or stored after completion:

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1. Will the applicant or future building occupant store or handle hazardous materials?  Yes;  No.
2. Will the applicant or future building occupant handle any individual hazardous material on-site in a quantity subject to State Hazardous Materials Business Plan (HMBP) reporting requirements (i.e., generally 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet for compressed gases)?  Yes;  No.
3. Will construction activities result in any individual hazardous material (e.g., temporary generator/compressor fuel, welding gas) being on-site in a quantity subject to Hazardous Materials Business Plan (HMBP) reporting requirements?  Yes;  No.
4. Will the applicant or future building occupant use equipment or devices that emit hazardous air contaminants as defined by the Bay Area Air Quality Management District?  Yes;  No. If "Yes," contact BAAQMD: (415) 749-4990 / [www.baaqmd.gov](http://www.baaqmd.gov)

### III. Certification

I understand that if the building does not currently have a tenant, that it is my responsibility to notify the occupant of the requirements that must be met prior to issuance of a certificate of occupancy, and maintained thereafter. I declare that the above information is true, accurate, and complete.

Owner Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Hazardous Materials Clearance Form

### HMCD Use Only

- HazMat Plan Check will be required;  HazMat Plan Check will not be required
- Inspection sign-off by HMCD is required prior to final occupancy clearance;  Inspection sign-off by HMCD is not required
- The following documents must be submitted to HMCD:
- Hazardous Materials Business Plan;  Cal/ARP Risk Management Plan;  Spill Prevention Control and Countermeasure Plan

Sign-Off By Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County/City Plan Check No.: \_\_\_\_\_ HMCD SR No.: \_\_\_\_\_

Comments/Conditions: \_\_\_\_\_

## Hazardous Materials Clearance Questions and Answers

### Q. When is Hazardous Materials Clearance Required?

- A. Hazardous Materials Clearance is required any time a facility or site will be constructed or modified in a manner that requires a building permit and where any of the following conditions are met:
- Hazardous materials will be manufactured, used, or stored in any quantity at a new facility;
  - New hazardous materials storage or handling systems (e.g., tanks) will be installed at an existing facility;
  - Existing hazardous materials storage or handling systems will be removed or modified;
  - Temporary hazardous materials storage will be required as part of the construction project (e.g., temporary fuel storage for generators or vehicles).

### Q. What are Hazardous Materials?

- A. Hazardous Materials include, but are not limited to: Fuels (e.g., diesel, gasoline, propane); Battery Electrolyte (liquid or gel type); Drycleaning Chemicals, Compressed gases; Materials classified as hazardous by the Department of Transportation, California Fire Code, or any other federal, state, or local legal authority. *[Note: A list of common hazardous materials is available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).]*

### Q. How Does the Hazardous Materials Clearance and HazMat Plan Check Process Work?

- A. The County Office of Development Services or City Building Department will give you the Hazardous Materials Clearance Form. You must provide all information requested and submit the completed form for sign-off by HMCD. You may submit the Clearance Form to HMCD at the address or fax number printed at the top of the form, or submit it via eMail at [hmc.d.cers@deh.sccgov.org](mailto:hmc.d.cers@deh.sccgov.org). Forms may also be dropped-off at HMCD's front counter between 8:00 a.m. and 5:00 p.m., Monday through Friday. The HMCD official who reviews and signs the form will indicate in the shaded box whether or not a hazardous materials plan check review and inspection by HMCD will be required, and whether specific additional documents will be required. Refer to HMCD's [Plan Submittal Requirements For Hazardous Materials Systems](http://www.EHinfo.org/hazmat) (available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat)) for detailed guidance regarding the plan check process. After the Hazardous Materials Clearance Form is signed, you will receive a copy and an additional copy will be forwarded to the building authority so that a building permit can be issued. It is your responsibility to satisfy any additional requirements by other agencies (e.g., local Fire Authority, BAAQMD). Inspections by HMCD must be scheduled at least two (2) working days in advance.

### Q. Does HMCD Charge a Fee for Hazardous Materials Clearance?

- A. HMCD does not charge a fee to review or sign-off Hazardous Materials Clearance Forms. However, if a HazMat plan check is required, the applicable fees must be paid. HMCD's fee schedule is available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).

If you have any additional questions regarding this information, please contact the Department of Environmental Health, Hazardous Materials Compliance Division (HMCD) at (408) 918-3400 and ask to speak to the HMCD Phone Duty Officer, or contact us via eMail at [hmc.d.cers@deh.sccgov.org](mailto:hmc.d.cers@deh.sccgov.org).

**County of Santa Clara**  
**Consumer and Environmental Protection Agency**  
**Department of Environmental Health**  
**Hazardous Materials Compliance Division (HMCD)**  
 1555 Berger Drive, Suite 300  
 San Jose, CA 95112-2716  
 (408) 918-3400; Fax (408) 280-6479  
 www.EHinfo.org/hazmat

<i>Agency Use Only</i>	
Received by: _____	Date: _____
Fee Received: \$ _____	Date: _____
Invoice or Receipt No.: _____	SR No.: _____ ; PE: 1820

## ABOVEGROUND TANK SYSTEM CLOSURE PERMIT APPLICATION

*For use by Unidocs Member Agencies or where approved by your Local Jurisdiction*

1. Facility Name (Tank Site): \_\_\_\_\_ Bldg. No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 EPA ID No.: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_
  
2. Applicant's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_
  
3. Firm that will take soil/water samples: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
(If required)
  
4. State-certified lab that will analyze samples: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
(If required)
  
5. Where will the remaining product/waste in the tank(s) be shipped?  
 Facility Name: \_\_\_\_\_ EPA ID No. (If applicable): \_\_\_\_\_  
 Name of Transporter: \_\_\_\_\_ EPA ID No. (If applicable): \_\_\_\_\_  
 Check this box if the tank(s) was/were emptied by drawing down inventory through normal product use.
  
6. Where will the tank(s) be shipped?  
 Facility Name: \_\_\_\_\_ EPA ID No. (If applicable): \_\_\_\_\_  
 Name of Transporter: \_\_\_\_\_ EPA ID No. (If applicable): \_\_\_\_\_
  
7.
 

	Tank Size (gallons)	Substance(s) Previously Contained	Tank Size (gallons)	Substance(s) Previously Contained
Tank 1:	10	_____	Tank 2:	_____
Tank 3:	_____	_____	Tank 4:	_____
Tank 5:	_____	_____	Tank 6:	_____

If the facility does not have a current submitted Hazardous Materials Business Plan (HMBP) which includes these tanks, attach an 8-1/2" x 11" plot plan of the tanks to be closed. Indicate the nearest cross street to the facility, buildings immediately adjacent to the tanks, location(s) of tanks to be closed, and location of nearby utilities.

I certify that I have read the Unidocs Aboveground Tank Closure Requirements (UN-063) guidance document and declare that the above information is correct to the best of my knowledge. The owner of the tank(s) described above is aware of the pending closure. I agree to comply with all applicable city and county codes and ordinances and state laws relating to management of hazardous materials/wastes, and hereby authorize representatives of local agencies to enter upon the within mentioned property for inspection purposes.

\_\_\_\_\_  
Applicant/Agent's Name (Print)                      Applicant/Agent's Signature                      Date

*These boxes are for Agency Use Only*

<b>THIS APPROVAL CONSTITUTES A PERMIT FOR REMOVAL OF THE ABOVE LISTED TANKS</b>		
Agency: _____	Date: _____	
Print Name: _____	Sign Name: _____	Permit/Project No.: _____
<p><b>This permit expires 6 months from the date of approval. If tanks have not been closed within 6 months, a new closure permit application and fees may be required. Inspections must be scheduled at least 2 working days in advance.</b></p>		

<b>THIS CERTIFIES THAT ALL TANK SYSTEM CLOSURE ACTIVITIES ARE COMPLETE*</b>	
Agency: _____	Date: _____
Print Name: _____	Sign Name: _____
<p><b>* If contamination of any detectable concentration is found, cleanup/remediation may be required by the Regional Water Quality Control Board (RWQCB) or Department of Toxic Substances Control (DTSC). Property owner may also request voluntary cleanup oversight by the Santa Clara County Department of Environmental Health's Site Mitigation Program if the facility is located in Santa Clara County.</b></p>	



## **ABOVEGROUND TANK CLOSURE GUIDELINES**

*For Use Within the Cities of Los Altos Hills, Monte Sereno, Saratoga, and in Unincorporated Areas of Santa Clara County  
Authority Cited: Hazardous Materials Storage Ordinance*

These guidelines have been prepared to assist owners/operators of aboveground hazardous materials storage tanks in properly closing and removing tanks from their facility or property.

### **A. General Information**

1. Aboveground storage tanks (AST) that have contained a hazardous material and which are no longer in service must be closed according to these guidelines. Re-use of a tank is permitted only if the re-use is compatible with the tank and is approved by the Santa Clara County Hazardous Materials Compliance Division (HMCD). (Re-use of a flammable/combustible liquid storage tank for water storage, fire suppression, or irrigation is not allowed.) If re-use of the tank requires moving the tank to another location in or out of the county, the local hazardous materials compliance agency in that area must approve the use of the tank and notify HMCD in writing of the intended relocation of the tank. (Check with the California Highway Patrol regarding transportation requirements before moving any tank.)
2. A completed Aboveground Tank Closure Permit Application and tank closure permit fee must be submitted to HMCD **at least 14 days prior to closure** of the tank(s). Approval of the closure plan by HMCD will satisfy the requirement that a closure permit be obtained. Closure plans expire 90 days from the date of closure plan approval.
3. Payment of the aboveground tank closure permit fee must be submitted with the closure permit application. This fee will cover plan review, consultations, and on-site inspections. HMCD staff time associated with re-inspections or in excess of pre-paid minimums will be billed on an hourly basis (one hour minimum). All fees must be paid before final closure sign-off will be granted. Make checks payable to Santa Clara County DEH. Fees may be paid electronically (by credit card or electronic check at our front counter. Fees are posted at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).
4. As part of the closure process, a site inspection must be scheduled with a representative of HMCD. The purpose of this inspection is to identify possible areas of contamination which may require sampling. **Inspections must be scheduled at least two (2) working days in advance.** Call (408) 918-3400 to make necessary arrangements.
5. The tank owner or authorized representative (applicant or contractor) of the tank owner shall submit a new or revised Hazardous Materials Business Plan, if appropriate. Forms are available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).

### **B. Tank Removal**

1. Upon approval of the closure permit, the tank owner/operator shall carry out the proposed actions. Tank removal and sampling activities must be witnessed by a representative of HMCD.

2. Tank removal or relocation may commence only after the HMCD inspector has given approval.
3. Hazardous materials shall be removed from tanks and piping prior to tank removal and must be properly managed. Materials generated as the result of the rinsing or decontamination of tanks shall be managed as hazardous wastes.
4. Pumps and associated piping shall be removed.
5. The person closing the tank(s) shall provide tank removal/lifting equipment of a size adequate to safely lift tanks onto the transport vehicle without dragging them or otherwise causing an unsafe condition.
6. For tanks previously containing flammable/combustible materials, the person closing the tank(s) shall provide, on-site and readily accessible, at least one 40BC rated portable fire extinguisher and a calibrated meter capable of measuring LEL (Lower Explosive Limit) and oxygen levels.
7. Tanks previously containing flammable/combustible materials shall be made safe for removal by the addition of dry ice (carbon dioxide) or other methods approved by HMCD sufficient to achieve an atmosphere of either less than 10% oxygen or less than 20% LEL. *(Note: A general rule-of-thumb is to add 15 pounds of dry ice per each 1,000 gallons of tank volume; however, highly volatile materials may require more.)*
8. The person closing the tank(s) shall be responsible for ensuring that conditions at the site provide for workplace safety, protection of the environment, and maintenance of integrity of nearby structures.
9. All tanks and piping shall be manifested and hauled by a licensed hazardous waste transporter to a permitted hazardous waste facility, whether or not they have been rinsed on site. *[Exception: Tanks cleaned on-site in accordance with California Code of Regulations Title 22, Division 4.5, Chapter 32 may be managed as non-hazardous. Refer to the Guidelines for On-Site Cleaning of Hazardous Materials Tank Systems available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat) for details.]*
10. If soil sampling is required (determined by HMCD staff), sampling must be completed by an approved third party. Soil samples shall be analyzed by a laboratory state-certified for the required analyses and handled under a chain-of-custody form. Sample results without a chain-of-custody form shall be considered invalid and re-sampling will be required. All stockpiles of contaminated soil shall be stored on bermed plastic and covered.
11. If contamination of any detectable concentration is found, further soil and groundwater investigation may be required. The site may be referred to the Santa Clara County Local Oversight Program [phone no. (408) 918-3400] and/or the California Department of Toxic Substances Control [phone no. (916) 323-3576] for oversight of remedial action.
12. The following information shall be submitted to HMCD within 60 days of tank removal: Analytical results from samples; copy of completed sample chain(s)-of-custody; site drawing(s) showing tank location(s), pipeline runs, sampling locations, and sampling depths; and a photocopy of the TSDF-signed copy of each hazardous waste manifest used to transport tanks, piping, tank contents (if managed as hazardous waste), and rinsate.



# GUIDELINES FOR INSTALLATION OF TEMPORARY AND PERMANENT ABOVEGROUND DIESEL FUEL TANKS FOR EMERGENCY AND STANDBY POWER SYSTEMS LOCATED OUTSIDE OF BUILDINGS

*For Use by Unidocs Member Agencies or where approved by your Local Jurisdiction*

*Authority cited: California Fire Code; National Fire Protection Association 30 (NFPA) Flammable and Combustible Liquids Code; Local Hazardous Materials Storage Ordinances (Check with Authority Having Jurisdiction)*

## I. General Information

These guidelines are applicable to the installation of aboveground tanks using combustible liquids as fuel for emergency and standby generators. They apply to both temporary and permanent tank installations. These guidelines are a supplement to other requirements and/or guidelines, and are not all-inclusive.

## II. Permits and Plans

- An installation permit is usually required from your local Planning and/or Building Department to install an emergency or standby generator tank, piping, and associated equipment;
- A new or modified Hazardous Materials Business Plan (HMBP) is required before placing the tank(s) in service;
- Notification of the electric utility is required;
- Permits may also be required from your local Air Quality Management District or Air Pollution Control District.

## III. Definitions

The following definitions apply with regard to requirements specified in this document:

**Temporary Tank** – A tank which is on-site no longer than one (1) year.

## IV. Quantity Limits

Many cities and counties have adopted specific prohibitions or limitations to the sizes of unprotected and protected aboveground storage tanks. Please contact the local fire authority having jurisdiction (AHJ) for any potential aboveground storage tank amendments their community may have made when adopting the California Fire Code.

### A. Tanks

1. **Design and Construction:** Each tank shall be designed and constructed in accordance with nationally recognized standards (UL 142 or equivalent. UL 2085 is the listing for protected tanks). If it is not UL listed, provide documentation showing that it has been designed and constructed to that standard. [CFC §5704.2.7 & NFPA 30 §21.4.2.1.1]
2. **Location of Tanks:** Aboveground tanks shall be located in accordance with Table 22.4.1.1(a) of NFPA 30, below. [CFC §5704.2.9.6]

*[Note: For temporary tanks, other approved physical barriers that comply with CFC §312.3 may be used in lieu of guard posts.]*

5. **Secondary Containment – Protected Tanks:** Protected tanks shall be provided with secondary containment, drainage control, or diking in accordance with CFC §5004.2. A means shall be provided to establish the integrity of the secondary containment in accordance with NFPA 30. [CFC §5704.2.9.7.4]
6. **Secondary Containment – Unprotected Tanks:** Tanks shall be provided with secondary containment (i.e., containment external to and separate from primary containment). Secondary containment shall be constructed of materials of sufficient thickness, density, and composition so as not to be structurally weakened as a result of contact with the fuel stored and capable of containing discharged fuel for a period of time equal to or longer than the maximum anticipated time sufficient to allow recovery of discharged fuel. It shall be capable of containing 110% of the volume of the primary tank if a single tank is used, or in the case of multiple tanks, 150% of the largest tank or 10% of the aggregate, whichever is larger. If secondary containment is open to rainfall or sprinkler flow, contact the local jurisdiction for appropriate calculations. [Local Ordinances – Check with local Authority Having Jurisdiction]
7. **Spill Containers:** Where required for unprotected tanks, spill containers shall be provided on top-filling and/or top-withdrawal connections. Spill containers shall be non-combustible and shall be fixed to the tank. [Local Ordinances – Check with local Authority Having Jurisdiction]

For protected tanks, spill containers of not less than 5 gallons shall be provided for each fill connection. Spill containers shall be non-combustible, and shall be fixed to the tank and equipped with a manual valve drain to the primary tank. For tanks with a remote fill connection, a portable spill container shall be allowed. [CFC §5704.2.9.7.8]

8. **Overfill Prevention:** Unprotected tanks with capacities greater than 1,320 gallons, and protected tanks with any capacity shall be provided with equipment to prevent overfilling as per the following table: [CFC §5704.2.9.7.6; NFPA 30 §21.7.1; Local Ordinances – Check with local Authority Having Jurisdiction]

Physical Situation	Approved Overfill Methods
At 90% of Tank Capacity	Audible or visual signal to notify tank filler; Or Tank level gauge marked at 90% of tank capacity; Or Other approved means. <b>AND</b>
At 95% of Tank Capacity	Automatically shut off the flow of fuel to the tank.
<b>OR, in Lieu of the above two items:</b>	
N/A	The system shall: 1.) Reduce the flow rate to not more than 15 gallons per minute so that at the reduced flow rate the tank will not overfill for at least 30 minutes, and 2.) Automatically shut off the flow into the tank prior to any tank top fittings being exposed to product.

*[Note: Many cities and counties have adopted overfill prevention requirements that are stricter than the Fire Code requirements identified above (e.g., requiring overfill prevention for any size unprotected tank).]* [Local Ordinances – Check with local Authority Having Jurisdiction]

5. **Secondary Containment:** Supply and return piping shall be provided with secondary containment (i.e., containment external to and separate from primary containment). Secondary containment shall be constructed of materials of sufficient thickness, density, and composition so as not to be structurally weakened as a result of contact with the fuel stored, and capable of containing discharged fuel for a period of time equal to or longer than the maximum anticipated time sufficient to allow recovery of discharged fuel. [Local Ordinances – Check with local Authority Having Jurisdiction]

Potentially acceptable methods of containment include:

- Double-contained piping;
- Metal pan;
- Concrete berm;
- “Portable” berm (made of diesel-compatible materials);
- Containment enclosure.

6. **Connections:** Connections to a tank located below normal liquid level shall be provided with internal or external isolation valves located as close as practical to the shell of the tank. When external, such valves, and their connections to the tank, shall be of steel. [CFC §5703.6.7]
7. **Fill Pipe Length:** For tanks with a top-fill connection, metallic fill pipes shall terminate within 6 inches of the tank bottom to minimize static electricity. [CFC §5704.2.7.5.5]
8. **Location of Connections That are Made or Broken:** Filling and withdrawal connections which are made and broken shall be located outside of buildings and not less than 5 feet from building openings. [CFC §5704.2.7.5.6]
9. **Fill Pipe Connections for Protected Tanks:** The tank fill pipe shall be provided with a means for making a direct connection to the tank vehicle’s fuel delivery hose so that the delivery of fuel is not exposed to the open air during the filling operation. Where any portion of the fill pipe exterior to the tank extends below the level of the top of the tank, a check valve shall be installed in the fill pipe not more than 12 inches from the fill hose connection. [CFC §5704.2.9.7.7]
10. **Tank Vents for Normal Venting:** Normal venting shall be provided for the primary tank as follows:
- a. The diameter of the normal vent opening shall be equal to the size of the fill/withdrawal opening, or at a minimum, 1.25 inches, whichever is greater. [CFC §5704.2.7 ⇒ §5703.6.2 ⇒ NFPA 30 §21.4.3.3]
  - b. Vapors shall be directed to discharge upward or horizontally away from closely adjacent walls, and the top of the vent shall be a minimum of 12 feet above adjacent ground level. The vent opening shall be at least 5 feet from any building opening and/or property line. [CFC §5704.2.7.3.3]
  - c. Vent pipes shall be installed such that they will drain toward the tank without sags or traps in which liquid can collect. Vent pipes shall be installed such that they are not subject to physical damage or vibration. [CFC §5704.2.7.3.4]
11. **Emergency Venting:** Tanks shall be equipped with additional venting that will relieve excessive internal pressure caused by exposure to fires. The pressure relief device shall not discharge inside buildings. The venting device shall be installed and maintained in accordance with NFPA 30 §22.7. [CFC §5704.2.7.4]

7. **Fire Protection:** At least one 20-B:C portable fire extinguisher shall be provided within 50 feet of the equipment. [CFC §5703.2]
8. **Access Roads:** The required width of a fire apparatus access road (20 feet) shall not be obstructed in any manner, including the siting of generator/tank assemblies. [CFC §503.2.1]
9. **Spill Prevention Control and Countermeasure (SPCC) Plan:** The owner or operator of any facility that stores an aggregate quantity of more than 1,320 gallons of petroleum (including gasoline, diesel, and used oil) aboveground in containers or tanks 55 gallons or larger must prepare an SPCC Plan in accordance with guidelines contained in Part 112 of Title 40 of the Code of Federal Regulations. If the aggregate quantity of petroleum-based materials (i.e., not including plant, animal, or synthetic oils) in containers or tanks 55 gallons or larger exceeds 1,320 gallons, the facility is subject to SPCC Plan review, inspection, permits and fees by the local Unified Program Agency (UPA) that administers the Aboveground Petroleum Storage Act (APSA) Program. Contact your local UPA for additional information.

*[Exception: SPCC Plans prepared by a farm, nursery, logging site, or construction site are not subject to UPA oversight if no tank exceeds 20,000 gallons and cumulative storage capacity does not exceed 100,000 gallons. However, such facilities may nevertheless be subject to inspection by the local UPA to ensure that petroleum is stored in accordance requirements of other laws and regulations the UPA enforces.]*

**County of Santa Clara**  
**Department of Environmental Health**  
**Hazardous Materials Compliance Division**  
**Hazardous Materials Program**  
1555 Berger Drive, Suite 300  
San Jose, CA 95112-2716  
(408) 918-3400 [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat)

*HMCD Use Only*

Received By: \_\_\_\_\_; Date: \_\_\_\_\_  
Facility ID: \_\_\_\_\_; SR: \_\_\_\_\_  
Fees Received: \$ \_\_\_\_\_; PE: **1813**  
Invoice No.: \_\_\_\_\_

**TEMPORARY HAZARDOUS MATERIALS STORAGE PERMIT**

*For Use Within the Cities of Los Altos Hills, Monte Sereno, Saratoga, and in Unincorporated Areas of Santa Clara County, Including Moffett Field, San Martin, and Stanford. Authority Cited: Santa Clara County Ordinance Code*

The County's Hazardous Materials Compliance Division (HMCD) regulates the storage and handling of hazardous materials within the cities of Los Altos Hills, Monte Sereno, and Saratoga and in unincorporated areas of Santa Clara County (i.e., Moffett Field, San Martin, Stanford, etc.).

State law and local ordinance require that the handling of hazardous materials be disclosed. Local ordinance requires that a permit be obtained from HMCD prior to bringing hazardous materials on-site. This form must be submitted to and approved by HMCD prior to bringing 10 gallons or more of any hazardous material on-site for temporary use. Temporary use is limited to 90 consecutive days. Other storage requires a full-term permit. Contact HMCD regarding temporary permit quantity limits for solids and compressed gases.

**A. Site Information** (site where hazardous materials will be located)

Site Operator Name (DBA): \_\_\_\_\_  
Site Name/Number (if applicable): \_\_\_\_\_  
Site Address: \_\_\_\_\_ City: \_\_\_\_\_ APN: \_\_\_\_\_  
Assessor's Parcel Number (if known)

**B. Contact Information** (person responsible for temporary storage)

Contact Name: \_\_\_\_\_ eMail: \_\_\_\_\_  
Company/Agency Name (DBA): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Numbers – Office: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

**C. Hazardous Materials Disclosure**

If the aggregate quantity of any individual hazardous material brought on-site equals or exceeds 55 gallons (liquids), 500 pounds (solids), or 200 cubic feet (compressed gases) a Hazardous Materials Business Plan (HMBP) must be submitted to HMCD per the requirements of California Health and Safety Code (HSC) §25503.5(a) or 25503.5(c)(6). A Hazardous Materials Registration Form must be submitted for sites not required to submit a HMBP. Forms are available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat). If the site is located within Los Altos City limits, you must comply with the HMBP reporting requirement, but you do not need to submit this permit application form or the Hazardous Materials Registration Form.

**D. Hazardous Material Storage Information**

- Storage Type:  Generator;  Compressor;  Pumping System;  Vehicle Fueling;  Other.
- When do you plan to have the hazardous material on-site?  
From (date): \_\_\_\_\_ To (date): \_\_\_\_\_
- Will fuel or other chemicals be stored in tanks?  Yes [*go to Section E*];  No [*skip to Section F*]

**E. Tank Information**

1. What is the capacity of the tank? \_\_\_\_\_ gallons of \_\_\_\_\_ (specify material)
2. What type of tank will be used? [Note: The Fire Marshal may require vehicle impact protection.]
  - Sub-base tank (e.g., generator “belly” tank);
  - Other type of tank inside trailer or enclosure;
  - Tank outside trailer or enclosure.
3. Secondary containment is required for all tanks and piping. How will it be provided?
  - The tank is a double-wall or diked tank;
  - The tank will be placed in a portable containment basin (e.g., tub, trough, etc.);
  - A containment berm/basin will be constructed in the field using heavy gauge plastic sheeting to line a berm constructed of sand bags, cement sacks, timber, or other material suitable for supporting the berm/basin walls;
  - Other (Attach a brief description of how secondary containment will be provided). [Note: Containment must be compatible with the product/waste stored. It must be able to contain 110% of the volume of the primary tank; or in the case of multiple tanks, 150% of the volume of the largest tank or 10% of the aggregate, whichever is larger. If open to rainfall, an additional 4-1/2 inches in depth must be provided to accommodate rainwater. Rainwater must be inspected for contamination, removed after each period of storm activity and disposed of properly.]
4. Protection from spills during tank filling is required. How will spill protection be provided?
  - The tank fill point is above the tank’s secondary containment system so any spills will be caught;
  - The tank fill point is equipped with or located above a spill/fluid containment pan/basin;
  - The tank will not be filled on-site [If this box is checked, skip to Section F];
  - Other (Attach a brief description of how spill containment will be provided).
5. Protection from overfills during tank filling is required. How will overfill protection be provided?
  - The tank will be filled by hand from containers with capacity of 5-gallons or less;
  - The tank will be filled using an automatic shut-off-type nozzle;
  - The tank is equipped with a “high liquid” alarm or indicator which is audible or visible at the fill location;
  - Other (Attach a brief description of how overfill protection will be provided).

**F. Certification** — *I certify that the information provided in this permit application is accurate and complete*

Applicant Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**HMCD Use Only**

APPROVED: A temporary Hazardous Materials Storage Permit is granted.  DENIED (see below)

HazMat Program Staff Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Permit Conditions:**

1. The Plan Review - Temporary Facility or Equipment fee (PE 1813) shall be paid by the applicant. See fee schedule at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).
2. Unless noted otherwise, below, this Temporary Hazardous Materials Storage Permit expires on the “To” date specified in Section D, above, or 90 days from the date hazardous material is brought on-site, whichever occurs first.
3. Hazardous materials tanks, containers, and containment systems shall be monitored for leaks, damage, and deterioration. Results of visual inspections shall be documented. Inspection records shall be kept on-site for as long as the hazardous materials are present. Monitoring must be performed and documented every time fuel is delivered, but not less than monthly.
4. You must notify HMCD when the hazardous materials are delivered to the site and when they are removed from the site.
5. HMCD shall be granted access to the site to confirm compliance with applicable federal, state, and local requirements.

Comments: \_\_\_\_\_

**County of Santa Clara**  
**Department of Environmental Health**  
**Hazardous Materials Compliance Division**  
**Hazardous Materials Program**  
 1555 Berger Drive, Suite 300  
 San Jose, CA 95112-2716  
 (408) 918-3400; Fax (408) 280-6479  
 www.EHinfo.org/hazmat



<i>HMCD Use Only</i>	
Received By: _____	Date: _____
Fee Received: \$ _____	Date: _____
Invoice or Receipt No.: _____	SR: _____; PE: _____

**HAZARDOUS MATERIALS CONSTRUCTION PERMIT APPLICATION**

*For Use Within the Cities of Los Altos Hills, Monte Sereno, and Saratoga, and in Unincorporated Areas of Santa Clara County, Including Moffett Field, San Martin, and Stanford; and for Underground Storage Tank Systems Only in the Cities of Los Altos, Palo Alto, and San Jose*

**I. General Information**

This document must be completed by any person who applies for a permit from the Hazardous Materials Compliance Division (HMCD) to install, retrofit, or upgrade a hazardous materials storage system/area (i.e., fuel tank, dry cleaning machine, laboratory, etc.). If the project involves the installation or retrofitting of a hazardous materials storage tank system, you must also submit a completed Hazardous Materials Tank System Installation/Upgrade Equipment List form. Refer to HMCD's Plan Submittal Requirements for Hazardous Materials Systems for additional requirements. Documents are available at [www.EHinfo.org/hazmat](http://www.EHinfo.org/hazmat).

**II. Project Location Information**

Facility Name: \_\_\_\_\_ Bldg. No.: \_\_\_\_\_  
 Site Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Project Contact Name: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_ ext. \_\_\_\_\_  
 eMail: \_\_\_\_\_ Plan Check No.: \_\_\_\_\_ Parcel No. (APN): \_\_\_\_\_

**III. Contractor Information** *[All contractors must be licensed by the Contractor State License Board (CSLB)]*

Business Name as Registered with CSLB: \_\_\_\_\_ Lic. No.: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Project Contact Name: \_\_\_\_\_ Office Phone: ( ) \_\_\_\_\_ ext. \_\_\_\_\_  
 Cell Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ eMail: \_\_\_\_\_

**IV. Plan Check Contact Information** *[Plan check letter will be sent to this contact]*  Same as II, above  Same as III

Business Name: \_\_\_\_\_ Lic. No.: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Project Contact Name: \_\_\_\_\_ Office Phone: ( ) \_\_\_\_\_ ext. \_\_\_\_\_  
 Cell Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ eMail: \_\_\_\_\_

**V. Scope of Work** *[Briefly describe the project]*

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

**County of Santa Clara**  
 Department of Environmental Health  
 Hazardous Materials Compliance Division (HMCD)  
 Hazardous Materials Program  
 1555 Berger Drive, Suite 300  
 San Jose, CA 95112-2716  
 (408) 918-3400; www.EHinfo.org/hazmat



HMCD Use Only

**PLAN REVIEW**

- Approved for HazMat Compliance
- Disapproved
- Approved With Revisions Noted

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FA: \_\_\_\_\_ SR: \_\_\_\_\_

**EQUIPMENT LIST FOR ABOVEGROUND STORAGE TANK SYSTEMS**

*For Use Within the Cities of Los Altos Hills, Monte Sereno, Saratoga, and in Unincorporated Areas of Santa Clara County.*

**I. General Information**

One completed copy of this form must be submitted to the Hazardous Materials Compliance Division (HMCD) along with the Hazardous Materials Construction Permit Application, cut sheets/specifications, and drawings.

**II. Project Location**

Facility Name: \_\_\_\_\_  
 Site Address: \_\_\_\_\_ City: \_\_\_\_\_

**III. Equipment Information**

In the table below, *provide the manufacturer name and specific model number* for each type of equipment to be installed. If an item is existing or not applicable to *this project*, check the appropriate box in the "Name of Equipment Manufacturer" column. Manufacturers' cut sheets/specifications showing listings (e.g., UL) and other applicable technical information for *all equipment to be installed* shall be submitted with this form.

Equipment Type	Name of Equipment Manufacturer	Specific Model No(s).	HMCD Use Only
Vaulted Aboveground Tank	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Generator Belly Tank	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Day Tank	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Fire Pump Tank	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Other Aboveground Tank	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Tank Fill Spill Bucket or Containment Basin	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Mechanical Overfill Prevention Valve	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Overfill Prevention Audible & Visual Alarm Unit* ( <i>near tank fill</i> )	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Overfill Prevention (High Liquid) Sensor or Probe	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Primary Product Pipe	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Secondary Product Pipe	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Piping Flex Connectors	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>



Equipment Type	Name of Equipment Manufacturer	Specific Model No(s).	<i>HMCD Use Only</i>
Electronic Monitoring System Control Panel*	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Tank Interstitial or Rupture Basin Leak Detection Sensor	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Piping Sump/Interstitial Leak Detection Sensor	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Dispenser Pan/Sump Leak Detection Sensor	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Dispenser	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Dispenser Secondary Containment Pan/Sump	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Dispenser Shear/Fusible Link Valve	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
Anti-Siphon Device	<input type="checkbox"/> Existing; <input type="checkbox"/> N/A		<input type="checkbox"/>
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\* If a generator control panel serves as the unit that displays local audible & visual alarms, specify the panel manufacturer and model.



## APPENDIX O HAZARDOUS MATERIAL SURVEY REPORT

**Title:** Limited Non-Destructive Hazardous Material Survey Report – Cerone Bus Yard  
**Dated:** 11/05/2018  
**Prepared By:** Simon Barber/Burns Mcdonnell  
400 Oyster Point Suite 533  
South San Francisco, CA, 94080

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November 5, 2018

Dan Pornel  
Senior Environmental Engineer  
Santa Clara Valley Transportation Authority  
1436 California Circle  
Milpitas, CA 95035

Re: Updated-Limited Non-Destructive Hazardous Material Survey - Cerrone Bus Yard

Dear Dan:

On behalf of the Santa Clara Valley Transportation Authority (SCVTA), Burns & McDonnell Engineering Company, Inc., (Burns & McDonnell) is pleased to present the results of the additional hazardous material survey sampling performed on September 19, 2018. Further, this *Updated-Limited Non-Destructive Hazardous Material Survey- Cerrone Bus Yard* (Report) presents the combined results of the August 9, and September 19, 2018 sampling events at the SCVTA Cerrone Bus Yard, Building F (Site), located at 3990 Zanker Road, San Jose, CA. The Site location is shown on Figure 1.

Under contract to Burns & McDonnell, SCA Environmental, Inc., (SCA) performed additional hazardous materials sampling within Bldg. F at the request of SCVTA on September 19, 2018. SCA collected and analyzed samples from collected from the gray concrete housekeeping pads (boilers, diesel generators, electrical cabinet), and caulking above expansion joints on the perimeter of the concrete housekeeping pads.

The additional hazardous materials survey was undertaken to determine the presence/non-presence of potentially hazardous materials; lead, asbestos, and polychlorinated biphenyls (PCBs) containing materials for the future decommissioning, demolition, and disposal of:

- Decommissioned boilers associated concrete housekeeping pads,
- Backup diesel generators associated concrete housekeeping pads, and expansion joint caulking on the perimeter of the concrete pads.
- Electrical equipment cabinet associated concrete housekeeping pad.

#### **NON-DESTRUCTIVE SAMPLING ACTIVITIES**

Hazardous materials sampling was performed by a SCA Certified Industrial Hygienist (CIH), Certified Asbestos Consultant (CAC), Certified Safety Professional (CSP), and California

Dan Pornei  
Santa Clara Valley Transportation Authority  
November 5, 2018  
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Department of Public Health (CDPH) professional on August 9, 2018<sup>1</sup> and September 19, 2018. August and September 2018 sampling locations are documented in Appendix A of the SCA Report dated October 26, 2018: Figure 1 depicts interior sample locations, Figure 2 depicts exterior sample locations. Site and field sampling photographs are presented as Appendix B.

### **Hazardous Materials Findings-SCA Updated Report November 2, 2018**

#### **Asbestos Containing Materials**

Asbestos Containing Materials (ACM) were confirmed in the gray caulking present on the perimeters of the gray concrete housekeeping pads.

- ACMs present in the gray caulking at 3%.

#### **Polychlorinated Biphenyls**

PCB Containing Materials (PCM) were identified in the gray caulking present on the perimeters of the gray concrete housekeeping pads.

- PCMs present in the gray caulking at 0.28 mg/kg.

#### **Non-Asbestos Containing Materials**

Non-asbestos Containing materials (NACM): additional samples of the gray concrete housekeeping pads (boilers, electrical equipment, and generators) were analyzed for the presence of ACM.

- ACMs were not detected in the concrete samples: NACM <1%.

### **SUMMARY: HAZARDOUS MATERIALS SURVEY**

The hazardous materials surveys conducted at the SCVTA Cerrone Bus Yard confirmed the presence of ACMs, lead, and PCBs in the subject materials (e.g.: boilers, generators, piping, caulking) of this survey. Lead, ACM, and PCBS containing materials are tabulated in the SCA Report-Table 1: Materials Matrix Report (MMR) Updated November 2, 2018 Report (Appendix A).

#### **Asbestos Containing Materials**

A summary of the August 9, 2018 and September 19, 2018 surveys identified ACMs, Assumed Asbestos Containing Materials (AACM), and NACMs is provided below:

---

<sup>1</sup> Limited Non-Destructive Hazardous Material Survey- Cerrone Bus Yard. Burns & McDonnell Engineering Company, Inc. September 10, 2018.

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November 5, 2018  
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- Ten (10) tested materials with ACM >1%.
- ACM samples CONC-2-1 and CONC-2-2 (collected on the diesel generator pads) are likely particulate dust contaminated with asbestos fibers that collected on the surface of the concrete pads and are only visible through a microscope.
- All housekeeping concrete pads (boiler, electrical, and generator) are negative for asbestos fiber (non-detect).
- Three (3) inaccessible materials are AACM and will require additional “destructive testing” once the location is vacated. These materials are designated AAA in Appendix A Table 1 (Nov. 2, 2018).
- Nineteen (19) NACM suspect materials were tested or visually determined to be NACM.

#### **Lead Containing Materials**

Lead containing materials (LCM) as paint were confirmed present and assumed present (structural steel coating). These LCM are detailed in Appendix A Table 1 (Nov. 2, 2018) and summarized below:

- LCM in paint confirmed at concentrations ranging from 226 milligrams per kilogram (mg/kg) to 12,292 mg/kg.
- LCM as structural steel coating are assumed present at >1,000 mg/kg.

#### **Polychlorinated Biphenyls**

PCMs were identified in association with the generator dampers (Appendix A Table 1 (Nov. 2, 2018)) and assumed present in mercury containing light ballasts and lighting fixtures. PCMs are tabulated in Table 1 and summarized below:

- PCMs present on the corrugated galbestos panels ranging from < laboratory detection limit to 11 mg/kg.
- PCMs present on the gray joint caulking around the perimeter of gray concrete equipment pads at 0.28 mg/kg.
- Ballasts associated with lighting fixtures are assumed to contain >50 mg/kg PCBs.

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Santa Clara Valley Transportation Authority  
November 5, 2018  
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**Conclusions & Recommendations**

The August 9, 2018 and September 19, 2018 Hazardous Materials Sampling events confirmed the presence of lead, ACM, and PCB containing materials on the Site features surveyed by SCA. Sampling locations are depicted Figure 1 and Figure 2 (Appendix A), updated sampling results are documented in the November 2, 2018 Table 1 (Appendix A), and certified analytical reports are provided in Appendix B of the SCA Report.

Potential bidders must properly address the particulate dust contaminated with asbestos fiber on the diesel generator housekeeping concrete pads prior to the demolition of these concrete pads. Appropriate corrective actions should be conducted after both emergency generator units have been removed to prevent hazardous particulate dust from becoming airborne during demolition.

Burns & McDonnell concurs with SCA that the results and recommendations of this survey will be presented to potential demolition contractors, and that the recommendations presented within the SCA Report are to be adhered.

Sincerely,



Simon Barber, P.G. QSP/D QISP ENV SP  
Senior Geologist



Attachments:

Figure 1: Site Location

Appendix A: SCA Environmental, Inc.- Limited Non-Destructive Hazardous materials  
Sampling: Santa Clara Valley Transportation Authority (VTA) Cerone Bus Yard-  
August 31, 2018.

SCA Environmental, Inc.- Limited Non-Destructive Hazardous materials  
Sampling: Santa Clara Valley Transportation Authority (VTA) Cerone Bus Yard-  
Updated November 2, 2018

Appendix B: Site Photographs

cc: Jorge Mares- SCVTA  
Karmjot Singh - SCVTA  
John O'Brien - SCVTA  
Chris D'Sa- Burns & McDonnell




**FIGURE 1- SITE LOCATION**



KEY MAP



SOURCE:

	<p>FACILITY:</p> <p>Cerrone Bus Yard          SCVTA: Building F- Hazardous Material          Survey &amp; Sampling</p>	<p>SCVTA Cerrone Bus Yard          Site Location          3990 Zanker Road          San Jose, California</p>
	<p>PROJECT: 87119          FILE NAME:</p>	<p>FIGURE 1</p>

**APPENDIX A -SCA ENVIRONMENTAL, INC., LIMITED NON-DESTRUCTIVE HAZARDOUS  
MATERIALS SAMPLING-SANTA CLARA VALLEY TRANSPORTATION  
AUTHORITY (VTA) CERONE BUS YARD,  
UPDATED NOVEMBER 2, 2018.**



ENVIRONMENTAL, INC.

Updated November 2, 2018

Mr. Simon Barber, PG  
Burns & McDonnell  
400 Oyster Point Blvd., Ste 533  
South San Francisco, CA 94080  
email: sbarber@burnsmcd.com

RE: Limited Non-Destructive Hazardous Materials Sampling  
Santa Clara Valley Transportation Authority (VTA) Cerone Bus Yard  
3990 Zanker Road, San Jose, CA 95134  
SCA Project No: F-12766

Dear Mr. Barber:

This report summarizes the results of a limited non-destructive hazardous materials investigation of the boilers and generators in Building F at the Santa Clara VTA Cerone Bus Yard, located in San Jose, CA. The Santa Clara VTA Cerone Bus Yard is in the process of upgrading some mechanical equipment, specifically:

- Removal of the decommissioned boilers (2)
- Removal of water pumps (2) and associated pipes and flues
- Decommissioning and removal of the diesel generators (2)
- Removal of dampers (3) and associated flues

SCA was tasked with non-destructive asbestos, lead, and polychlorinated biphenyls (PCBs) sampling. Sampling was conducted on August 9, 2018 and September 19, 2018 by Dan Leung, CIH, CSP, CAC, CDPH. SCA also conducted visual identification of suspect PCB lighting ballasts and mercury-containing lighting tubes.

The following sections summarize the results of the sampling.

### **Asbestos**

Sampling activities were conducted per Federal AHERA regulations (40 CFR Part 763). Samples of suspect materials were collected following modified AHERA sampling protocols, and sample locations were documented on field diagrams (Attachment A). Under these procedures, the first sample is analyzed. If it tests positive for asbestos (>1%), the analysis is suspended for further samples of that material. If the first sample tests only trace positive (between 0.1 to 1%), or negative, however, the second and/or third samples are analyzed sequentially, in order to determine the possible presence of asbestos. If all samples test negative, the material is considered as non-asbestos. If one or more samples test "trace" positive (<1%), the material is considered to be trace positive. Certain non-homogenous materials, multiple samples would be gathered at various points in the location, with all samples analyzed to determine the possible presence of asbestos.

All asbestos samples collected by SCA were submitted to Reservoirs Environmental, Inc. (REI Labs) for analysis by polarized light microscopy with dispersion staining (DS/PLM). REI is a NVLAP-accredited facility.

SCA has entered the sampling data into **Table 1: Material Matrix Report (MMR)** which shows detailed sample results, locations, and quantity estimates. Materials designated as AAA are assumed to contain asbestos and require destructive testing to confirm asbestos content or should be treated as asbestos containing. Sample locations are included on the sample location diagrams in **Attachment A** and Laboratory results in **Attachment B**. Note the following:

1. The MMR (**Table 1**) lists positive, assumed and negative materials, the locations where each material is present, and the quantity estimates in each location. Any suspect material not sampled (or not verified visually as negative) is listed as assumed (AAA) in the MMR.
2. Asbestos-Containing Materials: A total of nine (9) materials were identified as Asbestos-containing materials (>1%). These materials are summarized in Table 1.
3. Assumed Asbestos-Containing Materials: Three (3) materials were not accessible during the survey. These materials are assumed asbestos-containing and designated "AAA" in Table 1. Assumed asbestos-containing items will require additional "destructive testing" once the location is vacated.
4. Non-asbestos Materials – Nineteen (19) suspect materials were tested or visually determined to be non-asbestos. All non-asbestos containing materials are tabulated in **Table 1: Materials Matrix Report**.

SCA assumes that this survey report may be referenced by Abatement Contractors providing bids for abatement of materials prior to demolition at the surveyed site. SCA requests that this text portion of the report be provided to bidding contractors for review. Bidding Contractors are hereby notified that the quantities included herein are estimates only, and all quantities should be field verified by the Contractor for any budgeting, planning or bidding decisions.

### Lead

SCA performed bulk lead sampling of representative coatings on the boilers and generators to confirm the presence and extent of lead content in paints. Samples were analyzed by Reservoirs Environmental in Denver, CO by ICP/MS methodology.

The MMR (**Table 1**) shows detailed lead sample results and locations of the sampled materials. Sample locations are included on the sample location diagrams in **Attachment A** and laboratory reports in **Attachment C**. The following summarizes the results:

1. Results of paints ranged from 226 milligrams per kilogram (mg/kg) to 12,929 mg/kg.
2. Coatings on structural steel were not all sampled, but are assumed to contain >1000 mg/kg lead.

None of the applicable regulations require removal of lead paint prior to demolition if the paints are securely adhered to the substrates (i.e., non-flaking or non-peeling). Disposal of the demolition debris in this case can be handled as non-hazardous and non-RCRA waste after the loose and flaking paint have been removed, as long as demolition practices do not compromise worker safety and waste stream characterization testing has been performed by the Contractor on the entire waste stream for verification.

Conventional demolition techniques should be employed for all painted surfaces with the Contractor complying with applicable OSHA and Cal/OSHA statutes regarding:

- Worker awareness training;
- Exposure monitoring, as needed;
- Medical examinations, which may include blood lead level testing; and
- Establishing a written respiratory protection program.

As lead was identified in most paints and a detailed inventory of paints was not performed for the project, for the purpose of complying with the Cal/OSHA lead in construction regulation (8 CCR 1532.1), all coated surfaces shall be considered to contain some lead and require demolition dust control procedures and presumed respiratory protection usage for compliance with Cal/OSHA's Construction Lead Standard under 8 CCR 1532.1. The aforementioned regulation contains requirements for lead air monitoring, work practices, respiratory protection, etc., that are triggered by the presence of any detected levels of lead.

Furthermore, coated metal to be torched/welded is required by CalOSHA to be spot-abated, regardless of the lead-content.

#### **Polychlorinated Biphenyls (PCB) & Mercury-Containing Items**

SCA quantified lighting ballasts that were observed in conjunction with mercury-containing, fluorescent lighting fixtures in various locations. The fixtures were not disassembled for inspection. Prior to renovation activities, the fixtures should be disassembled and the ballasts inspected to verify PCB content. If a "No PCB" stamp is not evident on the ballasts, they are likely to contain PCB. SCA also collected representative samples of building materials to determine PCB content.

The MMR (**Table 1**) shows detailed PCB sample results and locations of the sampled materials and quantified lighting fixtures. Sample locations are included on the sample location diagrams in **Attachment A** and laboratory reports in **Attachment D**. The following summarizes the results:

1. Results of the caulking and expansion joints sampled ranged from less than the laboratory's detection limits of 0.50 mg/kg to 0.28 mg/kg.
2. The result of the corrugated galbestos panels sampled was 11 mg/kg.
3. Ballasts associated with lighting fixtures are assumed to contain >50 mg/kg PCBs.

Cal/EPA regulates disposal of both PCB and mercury-containing materials. To reduce liability concerns, many building owners opt to have PCB ballasts incinerated, with a record of destruction generated. A slightly less expensive approach involves recycling of the components (and incineration of the small amount of PCB separately). However, this method may pose liability concerns for building owners.

Cal/EPA allows disposal as regular waste of up to 25 lamps per day per facility, although recycling vendors for reclaiming the mercury vapor are commonly available for services at approximately \$0.15 per lineal foot. Note that costs for fluorescent tube disposal do not tend to be significant compared to overall abatement costs.

## Silica

Although not sampled or tested, it is common knowledge that sand is an integral component in concrete, and crystalline silica is also a confirmed component of sand. Various construction techniques, including saw-cutting, drilling, jack hammering, etc. are expected to release respirable silica thus triggering the currently applicable CalOSHA respirable silica standard (8 CCR 1532.3).

The standard requires employers to limit worker exposures to respirable crystalline silica and to take steps to protect workers. All construction employers covered by the standard are required to:

- Establish and implement a written exposure control plan that identifies tasks that involve exposure and methods used to protect workers, including procedures to restrict access to work areas where high exposures may occur.
- Designate a competent person to implement the written exposure control plan.
- Restrict housekeeping practices that expose workers to silica feasible alternatives are available.
- Offer medical exams – including chest x-rays and lung function tests – every three years for workers who are required by the standard to wear a respirator for 30 or more days per year.
- Train workers on work operations that result in silica exposures and ways to limit exposure.
- Keep records of workers' silica exposure and medical exams.

If you have any questions or would like more information, please contact us.

Sincerely,  
SCA ENVIRONMENTAL, INC.

Reviewed by:



Christina Codemo, CHMM, REPA, CAC  
President  
415-867-9540  
ccodemo@sca-enviro.com



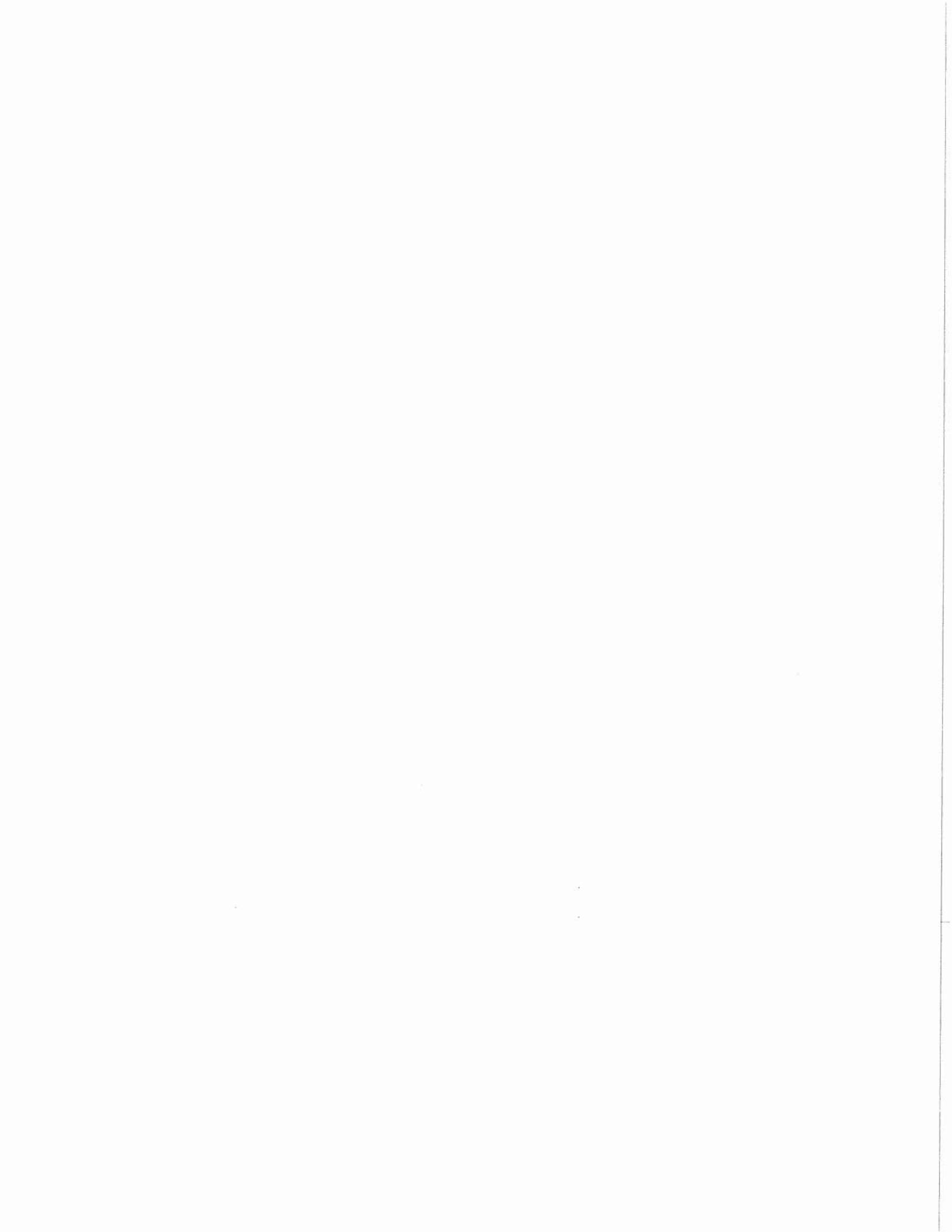
Dan Leung, CIH, CSP, CAC, CDPH  
Vice President  
415-867-9544  
dleung@sca-enviro.com



**Table 1:** Materials Matrix Report

### **Appendices:**

Appendix A:	Sample Location Drawings
Appendix B:	Asbestos Laboratory Reports
Appendix C:	Lead Laboratory Reports
Appendix D:	PCB Laboratory Reports





**Table 1: Materials Matrix Report-VTA Cerone Yard, Building F, 3990 Zanker Road, San Jose, CA 95134**

Material ID		Material Description			Sub-sample #			Asbestos? Positive. Trace. Assumed. Negative	UNITS (L.F, SF, EA)	Interior	Exterior	TOTAL (+/-15%)
					A	B	C					
<b>ASBESTOS</b>												
CONC-2-1	Asbestos-containing gray resinous top layer over non-asbestos gray concrete pad for diesel generators [Sample #1 collected from top/side (SW corner) of SW generator pad]	4% CH resin			Positive	SF	225		225			
CONC-2-2	Asbestos-containing black tar top layer on non-asbestos gray concrete pad for diesel generators [Sample #2 collected from top/side (SE corner) of SE generator pad]		8% CH tar			SF	225		225			
GASKET-3	Beige gaskets at exhaust manifolds of diesel generators	75% CH	NA			EA	32		32			
GASKET-4	Beige gaskets between exhaust flanges near flue of diesel generators	85% CH	NA			EA	2		2			
GASKET-14	Black gasket between flanges of heating water pipes on boilers	60% CH	NA			EA	2		2			
GASKET-15	Beige gaskets at flanges of flue on boilers	70% CH	NA			EA	2		2			
GASKET-17	Off-white gasket between fan housing and ignition transformer on boilers	85% CH				EA	2		2			
WL-18	Off-white painted "galbestos" corrugated sheathing at dampers	60% CH	NA	NA		SF			500	500		
CAULK-20	Black caulking between fan shroud and metal wall panels	5% CH	NA			LF	80			80		
EXPJT-21	Non-asbestos gray caulking and asbestos-containing black tar over non-asbestos polystyrene around perimeter of non-asbestos gray concrete pads for diesel generators	3% CH	NA			LF	150			150		
<b>ASSUMED ASBESTOS (Destructive Testing Required to Confirm)</b>												
EL-AAA1	Electrical wiring in generator control panel (Not accessible at time of survey)				Assumed	LF	PNQ		PNQ			
EL-AAA2	Mounting plates in generator control panel (Not accessible at time of survey)					EA	PNQ		PNQ			
CONC-AAA3	Gray painted concrete stack bases (Not planned for demolition/removal)					SF			PNQ	PNQ		
<b>NON-ASBESTOS</b>												
FLUE-1	Off-white insulation w/canvas jacket on flues associated with diesel generators and boilers	ND	ND	ND	Negative	LF	200		200			
CONC-2-3	Gray concrete pad (-) for boiler pumps			ND		SF	30		30			
FLEX-5	Black canvas gaskets between air intake opening and fans of diesel generators	ND	ND			EA	2		2			
BLRIN-6	Off-white insulation on inside of doors of boilers	ND	ND			SF	100		100			
BLRIN-7	Off-white insulation on inside of boilers	ND	ND			SF	300		300			
GASKET-8	Off-white oven gasket around doors and openings of boilers	ND	ND	ND		EA	10		10			
PI-9	Fiberglass insulation w/paper and foil jacket on pipes near bottom of boilers	ND	ND			LF	10		10			
GASKET-10	Off-white gasket around view ports/access panels of boilers	ND				EA	8		8			
PLATE-11	Black fuse divider plates	ND				EA	6		6			
GASKET-12	Black rubber gasket between flanges of pipes on heating water supply and return pipes	ND				EA	12		12			
PIHW-13	Fiberglass insulation w/paper and foil jacket on heating water supply and return pipes and fittings	ND	ND	ND	LF	180	15	195				
STACK-16	Off-white insulation on inside of exterior metal stacks	ND	ND	ND	LF		200	200				
CAULK-19	Beige caulking around frames of air intakes (only observed around one damper)	ND			LF		20	20				
CONC-22	Gray concrete pad for diesel generators (samples collected on sides of concrete pad)	ND	ND		SF	450		450				
CONC-23	Gray concrete pad for electrical equipment (samples collected of top and sides of concrete pad)	ND	ND		SF	80		80				
CONC-24	Gray concrete pad for boilers (samples collected of top and sides of concrete pad)	ND	ND		SF	200		200				
CAULK-NNN	Red silicone at intake manifold area of diesel generators				LF	10		10				
CAULK-NNN	Clear silicone along seams of metal wall panels of dampers and around frames of air intakes				LF		250	250				
WL-NNN	Off-white painted metal damper double-layer wall panels with yellow foam between the two layers				SF		700	700				
					Not Suspect							

**Table 1: Materials Matrix Report-VTA Cerone Yard, Building F, 3990 Zanker Road, San Jose, CA 95134**

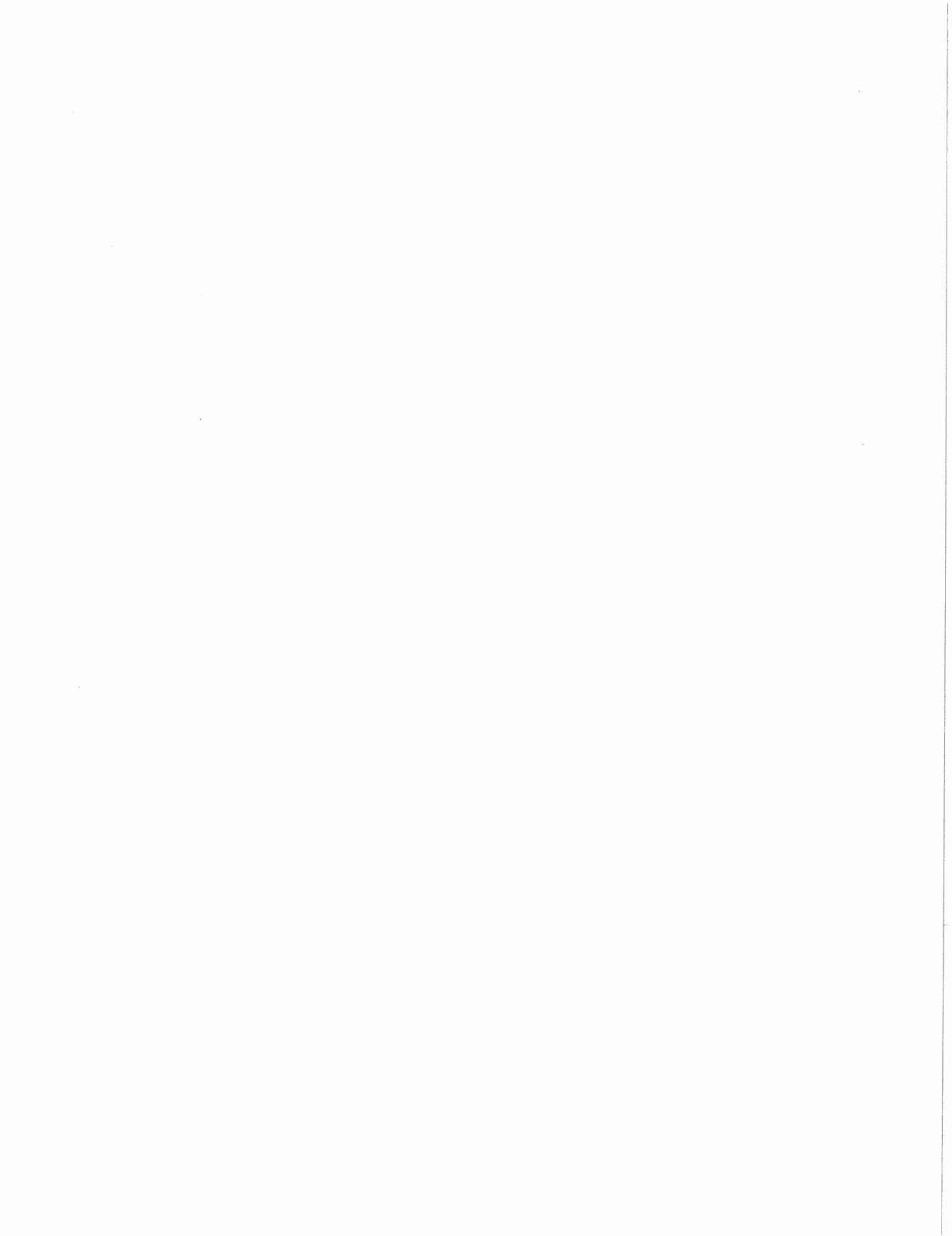
Material ID		Material Description			Sub-sample #			Asbestos? Positive. Trace. Assumed. Negative	UNITS (LF, SF, EA)	Interior	Exterior	TOTAL (+/-15%)
					A	B	C					
<b>PCBs</b>												
PPM												
WL-18		Off-white painted "galbestos" corrugated panels at dampers						11	SF		500	500
CAULK-19		Beige caulking around frames of air intakes (only observed on one damper)						<0.50	LF		20	20
CAULK-20		Black caulking between fan shroud and metal wall panels						<0.50	LF	80		80
EXPJT-21		Non-asbestos gray caulking and asbestos-containing black tar over non-asbestos polystyrene around perimeter of non-asbestos gray concrete pads for diesel generators						0.28	LF	150		150
<b>LEAD</b>												
PPM												
OW-1		Off-white paint on hangers/bracing and supports for expansion tanks						226	SF	PNQ		PNQ
GR-2		Light olive-green paint on diesel generator 1						12452	SF	PNQ		PNQ
SI-3		Silver paint on air intake shroud of diesel generator 1						1728	SF	PNQ		PNQ
GY-4		Gray paint on diesel generator 2						2133	SF	PNQ		PNQ
GY-5		Dark gray paint on air intake shroud of diesel generator 2						1253	SF	PNQ		PNQ
GR-6		Dark green paint on boilers						3425	SF	PNQ		PNQ
RD-7		Red paint on boiler pumps						12929	SF	PNQ		PNQ
OW-8		Off-white paint on expansion tanks						307	SF	PNQ		PNQ
OW-9		Off-white paint on exterior metal stacks						6967	SF		PNQ	PNQ
OW-10		Off-white paint on exterior metal damper walls						4015	SF		PNQ	PNQ
Lead on steel		Lead Containing Coatings on Structural Steel (assumed >1000ppm)						Assumed, >1000	SF	PNQ		PNQ

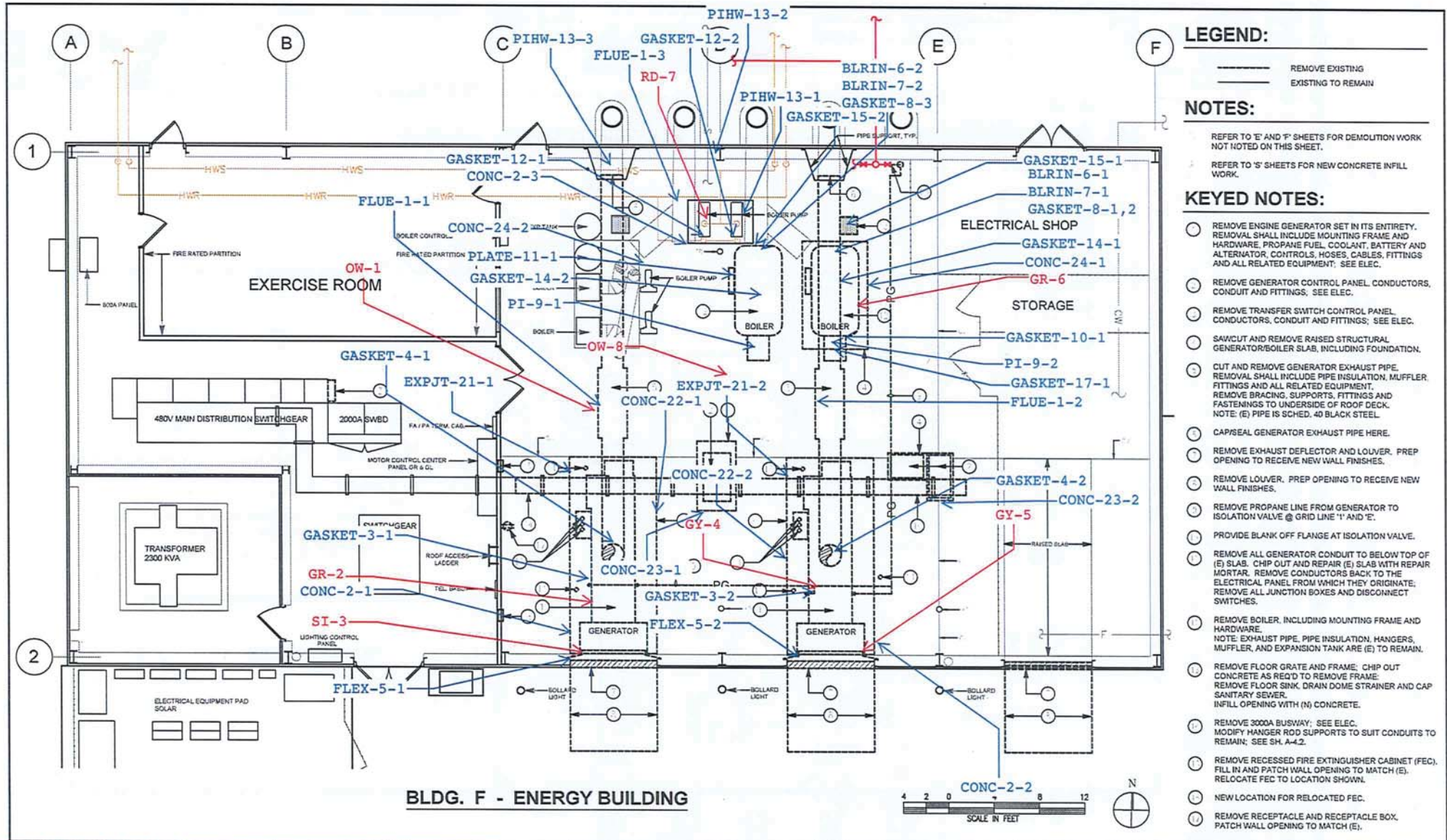
**Notes:**

PNQ = Present, not quantified; CH = Chrysotile; ND = Not detected; NA = Not analyzed; pos = positive; neg = negative

## **Appendix A**

### **Sample Location Drawings**





**LEGEND:**  
 - - - - - REMOVE EXISTING  
 \_\_\_\_\_ EXISTING TO REMAIN

**NOTES:**  
 REFER TO 'E' AND 'F' SHEETS FOR DEMOLITION WORK NOT NOTED ON THIS SHEET.  
 REFER TO 'S' SHEETS FOR NEW CONCRETE INFILL WORK.

- KEYED NOTES:**
1. REMOVE ENGINE GENERATOR SET IN ITS ENTIRETY. REMOVAL SHALL INCLUDE MOUNTING FRAME AND HARDWARE, PROPANE FUEL, COOLANT, BATTERY AND ALTERNATOR, CONTROLS, HOSES, CABLES, FITTINGS AND ALL RELATED EQUIPMENT. SEE ELEC.
  2. REMOVE GENERATOR CONTROL PANEL, CONDUCTORS, CONDUIT AND FITTINGS. SEE ELEC.
  3. REMOVE TRANSFER SWITCH CONTROL PANEL, CONDUCTORS, CONDUIT AND FITTINGS. SEE ELEC.
  4. SAWCUT AND REMOVE RAISED STRUCTURAL GENERATOR/BOILER SLAB, INCLUDING FOUNDATION.
  5. CUT AND REMOVE GENERATOR EXHAUST PIPE. REMOVAL SHALL INCLUDE PIPE INSULATION, MUFFLER, FITTINGS AND ALL RELATED EQUIPMENT. REMOVE BRACING, SUPPORTS, FITTINGS AND FASTENINGS TO UNDERSIDE OF ROOF DECK. NOTE: (E) PIPE IS SCHED. 40 BLACK STEEL
  6. CAP/SEAL GENERATOR EXHAUST PIPE HERE.
  7. REMOVE EXHAUST DEFLECTOR AND LOUVER. PREP OPENING TO RECEIVE NEW WALL FINISHES.
  8. REMOVE LOUVER. PREP OPENING TO RECEIVE NEW WALL FINISHES.
  9. REMOVE PROPANE LINE FROM GENERATOR TO ISOLATION VALVE @ GRID LINE '1' AND 'E'.
  10. PROVIDE BLANK OFF FLANGE AT ISOLATION VALVE.
  11. REMOVE ALL GENERATOR CONDUIT TO BELOW TOP OF (E) SLAB. CHIP OUT AND REPAIR (E) SLAB WITH REPAIR MORTAR. REMOVE CONDUCTORS BACK TO THE ELECTRICAL PANEL FROM WHICH THEY ORIGINATE. REMOVE ALL JUNCTION BOXES AND DISCONNECT SWITCHES.
  12. REMOVE BOILER, INCLUDING MOUNTING FRAME AND HARDWARE. NOTE: EXHAUST PIPE, PIPE INSULATION, HANGERS, MUFFLER, AND EXPANSION TANK ARE (E) TO REMAIN.
  13. REMOVE FLOOR GRATE AND FRAME. CHIP OUT CONCRETE AS REQ'D TO REMOVE FRAME. REMOVE FLOOR SINK. DRAIN DOME STRAINER AND CAP SANITARY SEWER. INFILL OPENING WITH (N) CONCRETE.
  14. REMOVE 3000A BUSWAY. SEE ELEC. MODIFY HANGER ROD SUPPORTS TO SUIT CONDUITS TO REMAIN. SEE SH. A-4.2.
  15. REMOVE RECESSED FIRE EXTINGUISHER CABINET (FEC). FILL IN AND PATCH WALL OPENING TO MATCH (E). RELOCATE FEC TO LOCATION SHOWN.
  16. NEW LOCATION FOR RELOCATED FEC.
  17. REMOVE RECEPTACLE AND RECEPTACLE BOX. PATCH WALL OPENING TO MATCH (E).

**BLDG. F - ENERGY BUILDING**

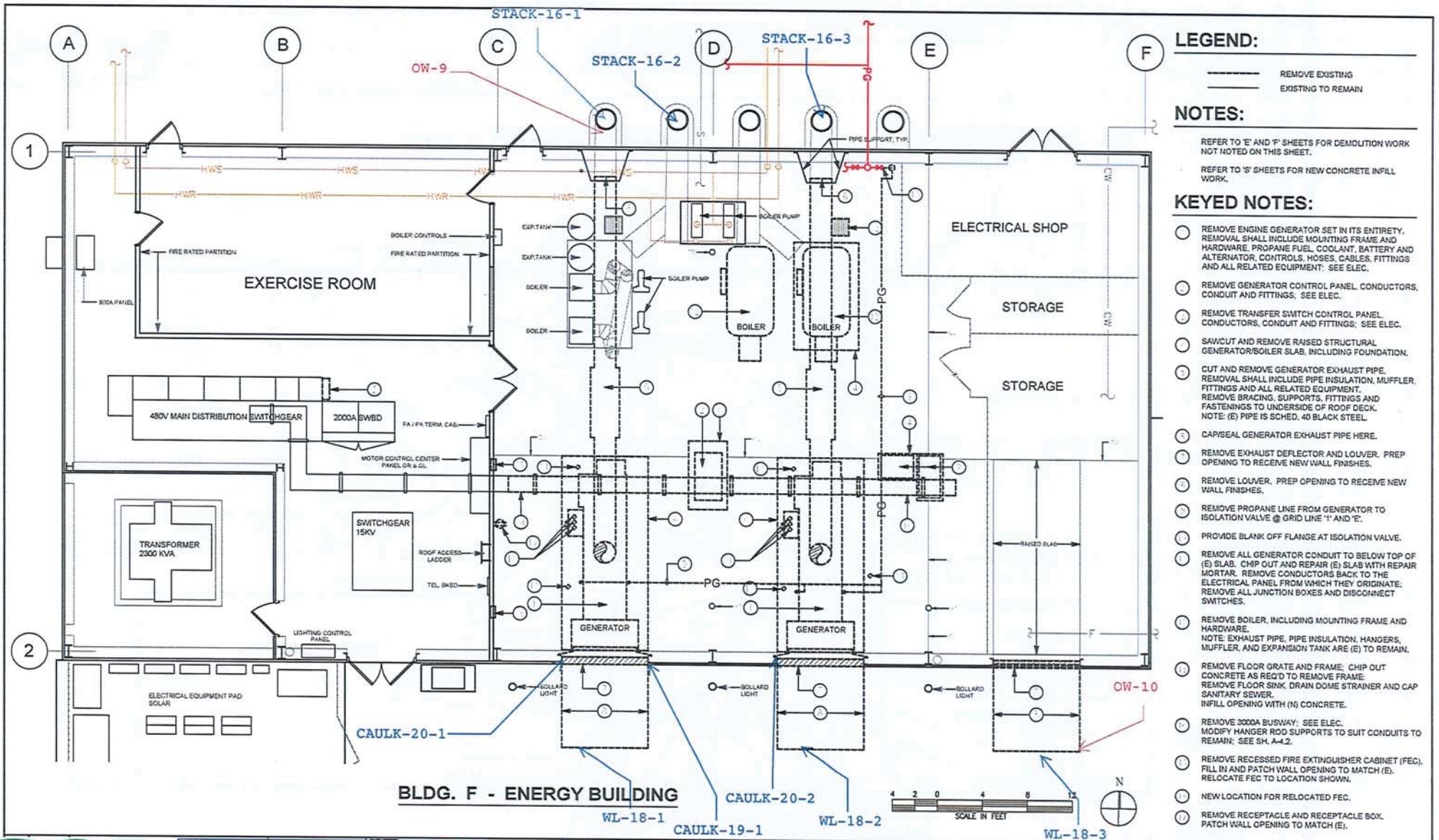


Figure 1. Sample Location Diagram  
 Santa Clara VTA  
 Building F, Interior  
 SCA Project #: F-12766  
 Surveyed August 9 and September 19, 2018



APPROVED	DATE	SCALE
		1/4" = 1'-0"
DESIGNED	DATE	SCALE

CERONE DIVISION EMERGENCY GENERATOR REPLACEMENT <b>DEMOLITION FLOOR PLAN</b>			SHEET <b>4</b> OF 33 DRAWING NO. <b>D-1.1</b> REVISION
DATE	CONTRACT NO. C18063	FILE LOCATION	



**LEGEND:**  
 - - - - - REMOVE EXISTING  
 \_\_\_\_\_ EXISTING TO REMAIN

**NOTES:**  
 REFER TO 'E' AND 'F' SHEETS FOR DEMOLITION WORK NOT NOTED ON THIS SHEET.  
 REFER TO 'S' SHEETS FOR NEW CONCRETE INFILL WORK.

- KEYED NOTES:**
- 1 ○ REMOVE ENGINE GENERATOR SET IN ITS ENTIRETY. REMOVAL SHALL INCLUDE MOUNTING FRAME AND HARDWARE, PROPANE FUEL, COOLANT, BATTERY AND ALTERNATOR, CONTROLS, HOSES, CABLES, FITTINGS AND ALL RELATED EQUIPMENT; SEE ELEC.
  - 2 ○ REMOVE GENERATOR CONTROL PANEL, CONDUCTORS, CONDUIT AND FITTINGS; SEE ELEC.
  - 3 ○ REMOVE TRANSFER SWITCH CONTROL PANEL, CONDUCTORS, CONDUIT AND FITTINGS; SEE ELEC.
  - 4 ○ SAWCUT AND REMOVE RAISED STRUCTURAL GENERATOR/BOILER SLAB, INCLUDING FOUNDATION.
  - 5 ○ CUT AND REMOVE GENERATOR EXHAUST PIPE. REMOVAL SHALL INCLUDE PIPE INSULATION, MUFFLER, FITTINGS AND ALL RELATED EQUIPMENT. REMOVE BRACING, SUPPORTS, FITTINGS AND FASTENINGS TO UNDERSIDE OF ROOF DECK. NOTE: (E) PIPE IS SCHED. 40 BLACK STEEL.
  - 6 ○ CAPSEAL GENERATOR EXHAUST PIPE HERE.
  - 7 ○ REMOVE EXHAUST DEFLECTOR AND LOUVER. PREP OPENING TO RECEIVE NEW WALL FINISHES.
  - 8 ○ REMOVE LOUVER. PREP OPENING TO RECEIVE NEW WALL FINISHES.
  - 9 ○ REMOVE PROPANE LINE FROM GENERATOR TO ISOLATION VALVE @ GRID LINE '1' AND 'E'.
  - 10 ○ PROVIDE BLANK OFF FLANGE AT ISOLATION VALVE.
  - 11 ○ REMOVE ALL GENERATOR CONDUIT TO BELOW TOP OF (E) SLAB. CHIP OUT AND REPAIR (E) SLAB WITH REPAIR MORTAR. REMOVE CONDUCTORS BACK TO THE ELECTRICAL PANEL FROM WHICH THEY ORIGINATE. REMOVE ALL JUNCTION BOXES AND DISCONNECT SWITCHES.
  - 12 ○ REMOVE BOILER, INCLUDING MOUNTING FRAME AND HARDWARE. NOTE: EXHAUST PIPE, PIPE INSULATION, HANGERS, MUFFLER, AND EXPANSION TANK ARE (E) TO REMAIN.
  - 13 ○ REMOVE FLOOR GRATE AND FRAME. CHIP OUT CONCRETE AS REQ'D TO REMOVE FRAME. REMOVE FLOOR SINK. DRAIN DOME STRAINER AND CAP SANITARY SEWER. INFILL OPENING WITH (N) CONCRETE.
  - 14 ○ REMOVE 3000A BUSWAY; SEE ELEC. MODIFY HANGER ROD SUPPORTS TO SUIT CONDUITS TO REMAIN; SEE SH. A-4.2.
  - 15 ○ REMOVE RECESSED FIRE EXTINGUISHER CABINET (FEC). FILL IN AND PATCH WALL OPENING TO MATCH (E). RELOCATE FEC TO LOCATION SHOWN.
  - 16 ○ NEW LOCATION FOR RELOCATED FEC.
  - 17 ○ REMOVE RECEPTACLE AND RECEPTACLE BOX. PATCH WALL OPENING TO MATCH (E).



Figure 2. Sample Location Diagram  
 Santa Clara VTA  
 Building F, Exterior  
 SCA Project #: F-12766  
 Surveyed August 9 and September 19, 2018



APPROVED	DATE
DESIGNED BY	SCALE 1/4" = 1'-0"
PLANNED BY	DATE

CERONE DIVISION EMERGENCY GENERATOR REPLACEMENT			SHEET 4
DEMOLITION FLOOR PLAN			CD 13 D-I.1
MAP NO.	CONTRACT NO. C18063	FILE LOCATION	PROJECT

## **Appendix B**

### **Asbestos Laboratory Reports**



September 14, 2018

Subcontract Number: NA  
Laboratory Report: RES 416021-1R  
Project # / P.O. #: F-12766  
Project Description: SC VTA, Bldg. F, SJ

Christina Codemo  
SCA Environmental, Inc.  
650 Delancey St. Ste. 222  
San Francisco CA 94107

Dear Customer,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA), Lab ID 101533 - Accreditation Certificate #480 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Reservoirs Environmental, Inc. has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

**RES 416021-1R** is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeanne Spencer". Below the signature, the name "Jeanne Spencer" is printed in a small, light blue font.

Jeanne Spencer  
President



## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: RES 416021-1R  
 Client: SCA Environmental, Inc.  
 Client Project Number / P.O.: F-12766  
 Client Project Description: SC VTA, Bldg. F, SJ  
 Date Samples Received: August 13, 2018  
 Method: EPA 600/R-93/116 - Short Report, Bulk  
 Turnaround: Standard  
 Date Samples Analyzed: August 16, 2018

ND=None Detected TR=Trace, <1% Visual Estimate Trem/Act=Tremolite/Actinolite
--

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
FLUE-1-1	EM 2145921	A	Gray paint w/ white resinous material	5		ND	0	100
		B	White woven material	12		ND	95	5
		C	Gray fibrous plaster	83		ND	35	65
FLUE-1-2	EM 2145922	A	Gray paint white resinous material	5		ND	0	100
		B	White woven	12		ND	95	5
		C	Gray fibrous plaster	83		ND	35	65
FLUE-1-3	EM 2145923	A	Light gray paint	2		ND	0	100
		B	White woven material	10		ND	95	5
		C	Light gray-white fibrous plaster	88		ND	35	65
CONC-2-1	EM 2145924	A	Gray resinous	1	Chrysotile	4	0	96
		B	Gray cementitious	99		ND	0	100
CONC-2-2	EM 2145925	A	Black tar	1	Chrysotile	8	0	92
		B	Gray cementitious material	99		ND	0	100
CONC-2-3	EM 2145926	A	Gray cementitious material	100		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: RES 416021-1R  
 Client: SCA Environmental, Inc.  
 Client Project Number / P.O.: F-12766  
 Client Project Description: SC VTA, Bldg. F, SJ  
 Date Samples Received: August 13, 2018  
 Method: EPA 600/R-93/116 - Short Report, Bulk  
 Turnaround: Standard  
 Date Samples Analyzed: August 16, 2018

ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

Client Sample Number	Lab ID Number	LAYER	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
GASKET-3-1	EM 2145927	A	Silver paint	35		ND	0	100
			Off white fibrous resinous material	65	Chrysotile	75	0	25
GASKET-3-2	EM 2145928		Not Analyzed per Client Request.					
GASKET-4-1	EM 2145929	A	Grayish-off white fibrous material	100	Chrysotile	85	0	15
GASKET-4-2	EM 2145930		Not Analyzed per Client Request.					
FLEX-5-1	EM 2145931	A	Black fibrous resinous material	100		ND	30	70
FLEX-5-2	EM 2145932	A	Black fibrous resinous material	100		ND	30	70
BLRIN-6-1	EM 2145933	A	White plaster	2		ND	0	100
			Pink-white fireproofing brick	98		ND	0	100
BLRIN-6-2	EM 2145934	A	Pink-white fireproofing brick	100		ND	0	100
BLRIN-7-1	EM 2145935	A	Light gray-brown granular material	100		ND	0	100
BLRIN-7-2	EM 2145936	A	Pink fireproofing	40		ND	0	100
			Pink/orange-tan granular material	60		ND	0	100
GASKET-8-1	EM 2145937	A	Tan-white fibrous material	100		ND	90	10

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: RES 416021-1R  
 Client: SCA Environmental, Inc.  
 Client Project Number / P.O.: F-12766  
 Client Project Description: SC VTA, Bldg. F, SJ  
 Date Samples Received: August 13, 2018  
 Method: EPA 600/R-93/116 - Short Report, Bulk  
 Turnaround: Standard  
 Date Samples Analyzed: August 16, 2018

ND=None Detected TR=Trace, <1% Visual Estimate Trem/Act=Tremolite/Actinolite
--

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
GASKET-8-2	EM 2145938	A	Brown-white fibrous material	100		ND	80	20
GASKET-8-3	EM 2145939	A	Brown/white fibrous material	100		ND	90	10
PI-9-1	EM 2145940	A	Tan/silver wrap	25		ND	50	50
		B	Tan fibrous material	75		ND	95	5
PI-9-2	EM 2145941	A	Tan/silver wrap w/ gray paint	20		ND	50	50
		B	Yellow fibrous material	80		ND	95	5
GASKET-10-1	EM 2145942	A	Brown-white fibrous material	100		ND	80	20
PLATE-11-1	EM 2145943	A	Black fibrous resinous material	100		ND	60	40
GASKET-12-1	EM 2145944	A	Black resinous material	100		ND	0	100
GASKET-12-2	EM 2145945	A	Black resinous material	100		ND	0	100
PIHW-13-1	EM 2145946	A	Light gray paint	1		ND	0	100
		B	White/silver wrap	5		ND	50	50
		C	Tan fibrous material	94		ND	95	5

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: RES 416021-1R  
 Client: SCA Environmental, Inc.  
 Client Project Number / P.O.: F-12766  
 Client Project Description: SC VTA, Bldg. F, SJ  
 Date Samples Received: August 13, 2018  
 Method: EPA 600/R-93/116 - Short Report, Bulk  
 Turnaround: Standard  
 Date Samples Analyzed: August 16, 2018

ND=None Detected  
 TR=Trace, <1% Visual Estimate  
 Trem/Act=Tremolite/Actinolite

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
PIHW-13-2	EM 2145947	A	Gray paint	1		ND	0	100
		B	White/silver wrap	5		ND	50	50
		C	Tan fibrous material	94		ND	95	5
PIHW-13-3	EM 2145948	A	White/silver wrap	3		ND	50	50
		B	Gray paint w/ off white resinous material	7		ND	0	100
		C	Tan resinous material	90		ND	95	5
GASKET-14-1	EM 2145949	A	Dark gray fibrous resinous material	100	Chrysotile	60	0	40
GASKET-14-2	EM 2145950		Not Analyzed per Client Request.					
GASKET-15-1	EM 2145951	A	Off white fibrous material	100	Chrysotile	70	20	10
GASKET-15-2	EM 2145952		Not Analyzed per Client Request.					
STACK-16-1	EM 2145953	A	White/multi-colored paint	5		ND	0	100
		B	Gray fibrous plaster	25		ND	20	80
		C	White plaster	70		ND	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: RES 416021-1R  
 Client: SCA Environmental, Inc.  
 Client Project Number / P.O.: F-12766  
 Client Project Description: SC VTA, Bldg. F, SJ  
 Date Samples Received: August 13, 2018  
 Method: EPA 600/R-93/116 - Short Report, Bulk  
 Turnaround: Standard  
 Date Samples Analyzed: August 16, 2018

ND=None Detected TR=Trace, <1% Visual Estimate Trem/Act=Tremolite/Actinolite
--

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
STACK-16-2	EM 2145954	A	White paint	1		ND	0	100
		B	White paint w/ gray plaster	4		ND	0	100
		C	Purple-grayish fibrous resinous material	5		ND	95	5
		D	White plaster	90		ND	0	100
STACK-16-3	EM 2145955	A	Light gray-white paint w/ white plaster	100		ND	12	88
GASKET-17-1	EM 2145956	A	Gray fibrous material	100	Chrysotile	85	5	10
WL-18-1	EM 2145957	A	Black fibrous tar	40	Chrysotile	60	10	30
		B	White/gray paint	60		ND	0	100
WL-18-2	EM 2145958		Not Analyzed per Client Request.					
WL-18-3	EM 2145959		Not Analyzed per Client Request.					
CAULK-19-1	EM 2145960	A	Gray resinous material w/ white paint	100		ND	0	100
CAULK-20-1	EM 2145961	A	Gray fibrous resinous material	100	Chrysotile	5	0	95
CAULK-20-2	EM 2145962		Not Analyzed per Client Request.					

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

  
 Anita Grigg  
 Analyst / Data QA

Due Date \_\_\_\_\_  
 Due Time: \_\_\_\_\_

**REILAB Reservoirs Environmental, Inc.**  
 5801 Logan St. Denver, CO 80216 • Ph: 303 964-1966 • Fax 303-477-4275 • Toll Free :866 RES-ENV

RES 416021

Page 1 of 3

After Hours Cell Phone: 720-339-9228

**SUBMITTED BY:**

**INVOICE TO: (IF DIFFERENT)**

**CONTACT INFORMATION:**

Company: <b>SCA Environmental, Inc.</b>	Company:	Contact: <b>Christina Codemo</b>	Contact:
Address: <b>650 Delancey St. Ste. 222 San Francisco CA 94107</b>	Address:	Phone:	Phone:
Project Number and/or P.O. #: <b>F-12766</b>		Fax:	Fax:
Project Description/Location: <b>SC VTA, Bldg. F, SJ</b>		Cell/pager:	Cell/pager:
		Final Data Deliverable Email Address:	

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm		REQUESTED ANALYSIS				VALID MATRIX CODES		LAB NOTES:
PLM / PCM / TEM	RUSH (Same Day) _____ PRIORITY (Next Day) _____ STANDARD (3-5 Day) _____ (Rush PCM = 2hr, TEM = 6hr.) <b>3 Day</b>	PLM - Short report, Point Count, Long report, Qualitative TEM - AHERA, Level II, 7402, +/- (Air, Bulk or Dust), Quant, Semi-Quant, Micro-vac, ISO-Indirect Preps PCM - 7400A, 7400B, OSHA DUST - Total, Respirable METALS - Analyte(s) RCRA 8, TCLP, Welding Fume, Metals Scan, pH ORGANICS - METH, TSS Pathogens: Aerobic Plate Count, Salmonella, E.coli O157:H7, Listeria, S.aureus, Campylobacter: +/- or Quantification E.coli and/or Coliforms: +/- or Quantification State Water (Pleasea Circle One) Yes / No Microbial Growth: Aerobic Plate Count ID, Y & M or Bacteria, Fungal, +/- or Quantification Legionella: +/- or Quantification Other: Bioterror, LAL or Environmental Mold: Spore Trap or Bulk: +/-, Identification, Quantification, Viable or Non-Viable VIABLES MICROBIOLOGY SAMPLER'S INITIALS OR OTHER NOTES:	Air = A	Bulk = B				
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm			Dust = D	Paint = P				
Metal(s) / Dust**	RUSH _____ 24 hr. _____ 3-5 Day		Soil = S	Wipe = W				
RCRA 8 / Metals & Welding Fume Scan / TCLP**	RUSH (3 Day) _____ 5 Day _____ 10 Day **Prior notification is required for RUSH turnarounds.**		Swab = SW	F = Food				
Organics	_____ 24 hr. _____ 3 day _____ 5 Day		Drinking Water = DW	Waste Water = WW				
MICROBIOLOGY LABORATORY HOURS: Weekdays: 9am - 6pm		O = Other		**ASTM E1792 approved wipe media only**				
E.coli and/or Coliforms*	_____ 24-48 Hour Other: _____	Sample Volume (L) / Area	Matrix Code	Date Collected mm/dd/yy	Time Collected hh:mm a/p	EM Number (Laboratory Use Only)		
Pathogens*	_____ 24-48 Hour	# Containers						
Microbial Growth*	_____ 5-10 Day *TAT dependent on speed of microbial growth.*							
Legionella	_____ 10 Day							
Mold	RUSH _____ 24 Hr _____ 48 Hr _____ 3 Day _____ 5 Day							
**Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.**								
Special Instructions:								
Client sample ID number	(Sample ID's must be unique)							
1	FLUE-1-1	X				2145921		
2	FLUE-1-2	X				2145922		
3	FLUE-1-3	X				2145923		
4	CONC-2-1	X				2145924		
5	CONC-2-2	X				2145925		
6	CONC-2-3	X				2145926		
7	GASKET-3-1	X				2145927		
8	GASKET-3-2	X				2145928		
9	GASKET-4-1	X				2145929		
10	GASKET-4-2	X				2145930		

Number of samples received: 42 (Additional samples shall be listed on attached long form.)

NOTE: REI will analyze incoming samples based upon information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days, failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:		Date/Time:		Sample Condition:		On Ice	Sealed	Intact
Laboratory Use Only		Date/Time: <u>8/3/18 9:10</u>		Temp. (F°) _____		Yes / No	Yes / No	Yes / No
Received By:		Carrier:		Hand / FedEx / UPS / USPS / Drop				
Date Entry		Box		Courier				
QA:	Contact	Phone	Email	Fax	Date	Time	Initials	
	Contact	Phone	Email	Fax	Date	Time	Initials	

RES #: 416021-1

Page 2 of 3

Submitted by: SCA Environmental, Inc.

Client sample ID number		REQUESTED ANALYSIS										VALID MATRIX CODES				LAB NOTES:											
(Sample ID's must be unique)		PLM - Short report, Long report, Point Count	TEM - AHERA, Level II, 7402, ISO, +/-, Quant, Semi-quant, Micro-vac, ISO-Indirect Preps	PCM - 7400A, 7400B, OSHA	DUST - Total, Respirable	METALS - Analyte(s) RCRA 8, TCLP, Welding Fume, Metals Scan	ORGANICS - METH, TSS	Pathogens: Aerobic Plate Count, Salmonella, E.coli O157:H7, Listeria, S aureus, Campylobacter: +/- or Quantification	E.coli and/or Coliforms: +/- or Quantification	State Water (Please Circle One) Yes / No	Microbial Growth: Aerobic Plate Count ID, Y & M or Bacteria, Fungal, +/- or Quantification	Legionella: +/- or Quantification	Other: Boburden, LAL or Environmental	Mold: Spore Trap or Bulk: +/-, Identification, Quantification, Viable or Non-Viable	SAMPLER'S INITIALS OR OTHER NOTES:	Air = A	Bulk = B	Dust = D	Paint = P	Soil = S	Wipe = W	Swab = SW	F = Food	Drinking Water = DW	Waste Water = WW	O = Other	EM Number (Laboratory Use Only)
		MICROBIOLOGY										Sample Volume (L) / Area	Matrix Code	# Containers	Date Collected mm/dd/yy	Time Collected hh:mm a/p	**ASTM E1792 approved wipe media only**										
11	FLEX-5-1	X																								2145931	
12	FLEX-5-2	X																									2145932
13	BLRIN-6-1	X																									2145933
14	BLRIN-6-2	X																									2145934
15	BLRIN-7-1	X																									2145935
16	BLRIN-7-2	X																									2145936
17	GASKET-8-1	X																									2145937
18	GASKET-8-2	X																									2145938
19	GASKET-8-3	X																									2145939
20	PI-9-1	X																									2145940
21	PI-9-2	X																									2145941
22	GASKET-10-1	X																									2145942
23	PLATE-11-1	X																									2145943
24	GASKET-12-1	X																									2145944
25	GASKET-12-2	X																									2145945
26	PIHW-13-1	X																									2145946
27	PIHW-13-2	X																									2145947
28	PIHW-13-3	X																									2145948
29	GASKET-14-1	X																									2145949
30	GASKET-14-2	X																									2145950
31	GASKET-15-1	X																									2145951
32	GASKET-15-2	X																									2145952
33	STACK-16-1	X																									2145953
34	STACK-16-2	X																									2145954
35	STACK-16-3	X																									2145955
36	GASKET-17-1	X																									2145956
37	WL-18-1	X																									2145957
38	WL-18-2	X																									2145958
39	WL-18-3	X																									2145959
40	CAULK-19-1	X																									2145960
41	CAULK-20-1	X																									2145961

RES #: 416021-1

Page 3 of 2

Submitted by: SCA Environmental, Inc.

Client sample ID number (Sample ID's must be unique)

42 CAULK-20-2

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Client sample ID number (Sample ID's must be unique)	PLM - Short report, Long report, Point Count TEM - AHERA, Level II, 7402, ISO +/-, Quant, Semi-quant, Micro-vac, ISO-Indirect Preps PCM - 7400A, 7400B, OSHA DUST - Total, Respirable METALS - Analyte(s) RCRA 8, TCLP, Welding Fume, Metals Scan ORGANICS - METH, TSS Pathogens: Aerobic Plate Count, Salmonella, E coli O157:H7, Listeria, S aureus, Campylobacter +/- E.coli anaerob: +/- or Quantitation State Water (Please Circle One) Yes / No Microbial Growth: Aerobic Plate Count ID, Y & M or Bacteria, Fungal, +/- or Quantification Legionella: +/- or Quantification Other Esoburden, LAL or Environmental Mold: Spore Trap or Bulk: +/-, Identification, Quantification, Viable or Non-Viable	VALID MATRIX CODES		LAB NOTES:
		Sample Volume (L) / Area	Matrix Code # Containers	
42	X	Air = A                      Bulk = B Dust = D                    Paint = P Soil = S                     Wipe = W Swab = SW                 F = Food Drinking Water = DW    Waste Water = WW O = Other **ASTM E1792 approved wipe media only**		EM Number (Laboratory Use Only)
43				2145962
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416021

**CHAIN OF CUSTODY FORM**

Bill to: SCA

Email report/COC/Invoice to:

CHRISTINA CODEMO (PROJ MGR)

EMAIL HEADING: (Project #) - (Project Manager Initials) - (Site Name/Address) - (Date MMDD)  
BM SC VTA (Project #) CC (Project Manager Initials) SC VTA, BLDG. F, (Site Name/Address) 8/9 (Date MMDD)  
BLDG F SVY

Dan Leung (TECH)

LAB REI

labreports99@gmail.com (ACCT)

COURIER  
 LAB REP NOTIFIED \_\_\_\_\_ Notification DATE/TIME \_\_\_\_\_  
 AIRBILL/FLIGHT NO. \_\_\_\_\_ Shipper REFERENCE ID \_\_\_\_\_  
 EST ARRIVAL DATE \_\_\_\_\_ EST ARRIVAL TIME \_\_\_\_\_

INSTRUCTIONS TO LAB:

Method Reference 7400 PCM AHERA TEM (20,005 v/v AnaSen) CARB-AHERA TEM 0.001 v/cc Ana Sensitivity  
PLM (asbestos) Flame AA (Lead) ICP/MS (Lead)  
 Sample Media 25 37 mm 0.45 0.8 micron MCEF Bulk Water Wipe

RESULTS DUE: 3 DAYS AM / PM

CHAIN OF CUSTODY DATA:  
 Sending Info 42 samples submitted by DL on 8/10 at 4:00 P  
 Received by Lab: \_\_\_\_\_ samples received by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
 Received by Analyst: \_\_\_\_\_ samples received by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

SAMPLE ID	LITERS	Results	In/Blanks/Outs
<u>FLUE-1-1,2,3</u>		<u>CAULK-20-1,2</u>	
<u>CONC-2-1,2,3</u>			
<u>GASKET-3-1,2</u>			
<u>GASKET-4-1,2</u>			
<u>FLEX-5-1,2</u>			
<u>BLRW-6-1,2</u>			
<u>BLRW-7-1,2</u>			
<u>GASKET-8-1,2,3</u>			
<u>PI-9-1,2</u>			
<u>GASKET-10-1</u>			
<u>PLATE-11-1</u>			
<u>GASKET-12-1,2</u>			
<u>PIHW-13-1,2,3</u>			
<u>GASKET-14-1,2</u>			
<u>GASKET-15-1,2</u>			
<u>STACK-16-1,2,3</u>			
<u>GASKET-17-1</u>	<u>0 LITERS</u>		<u>BLANK</u>
<u>WL-18-1,2,3</u>	<u>0 LITERS</u>		<u>BLANK</u>
<u>CAULK-19-1</u>	<u>0 LITERS</u>		<u>BLANK</u>

INSTRUCTIONS TO LAB (delete items not applicable AND circle items applicable):

- Pickup requested.  
 Contact \_\_\_\_\_ Time of Call \_\_\_\_\_
- Call contact to acknowledge receipt of samples.
- Analyze samples by PCM only.
- Analyze inside samples by PCM first; if any sample >0.01 f/cc, contact project manager.
- If all samples are <0.01 f/cc, proceed with items 6, 7 or 8, as noted.
- Analyze inside samples only; stop if Avg >70 str/mm<sup>2</sup>, contact PM before analyzing outsides or blanks.
- Analyze all samples, including outside samples and blanks.
- Do NOT analyze outside or blank samples.
- Analyze by TEM only the inside air sample with the highest PCM result.
- Serial analysis; stop at first positive (>1%); first trace (<0.1%); except sheetrock and plaster samples.
- Analyze all bulk samples, unless otherwise indicated.
- PCB: 1 PPM detection limit required. Authorized to perform Florisil cleanup and Soxhlet extraction to meet the detection limit.
- For AHERA TEM, only analyze for REGULATED ASBESTOS.
- \_\_\_\_\_

Report Number:	Supplies /Equipment	Qty
	Hi-Vol (3040)	
	Lo-Vol (3020)	
Invoice Number:	TEM / Pb cassettes (3520)	
	PCM cassettes (3500)	
	Bulk sampling supply (3710)	<u>42</u>



September 24, 2018

Subcontract Number: NA  
Laboratory Report: RES 418694-1  
Project # / P.O. #: F12766.01  
Project Description: VTA, Cerone Yard, Bldg. F

Christina Codemo  
SCA Environmental, Inc.  
650 Delancey St. Ste. 222  
San Francisco CA 94107

Dear Customer,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the National Voluntary Laboratory Accreditation Program (NVLAP), Lab Code 101896-0 for Transmission Electron Microscopy (TEM) and Polarized Light Microscopy (PLM) analysis and the American Industrial Hygiene Association (AIHA), Lab ID 101533 - Accreditation Certificate #480 for Phase Contrast Microscopy (PCM) analysis. This laboratory is currently proficient in both Proficiency Testing and PAT programs respectively.

Reservoirs Environmental, Inc. has analyzed the following samples for asbestos content as per your request. The analysis has been completed in general accordance with the appropriate methodology as stated in the attached analysis table. The results have been submitted to your office.

**RES 418694-1** is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those of the client. The results described in this report only apply to the samples analyzed. This report must not be used to claim endorsement of products or analytical results by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you have any questions about this report, please feel free to call 303-964-1986.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeanne Spencer". Below the signature, the name "Jeanne Spencer" is printed in a small, light blue font.

Jeanne Spencer  
President

## RESERVOIRS ENVIRONMENTAL INC.

NVLAP Lab Code 101896-0

**TABLE: PLM BULK ANALYSIS, PERCENTAGE COMPOSITION BY VOLUME**

RES Job Number: **RES 418694-1**  
 Client: **SCA Environmental, Inc.**  
 Client Project Number / P.O.: **F12766.01**  
 Client Project Description: **VTA, Cerone Yard, Bldg. F**  
 Date Samples Received: **September 20, 2018**  
 Method: **EPA 600/R-93/116 - Short Report, Bulk**  
 Turnaround: **Priority**  
 Date Samples Analyzed: **September 24, 2018**

ND=None Detected TR=Trace, <1% Visual Estimate Trem/Act=Tremolite/Actinolite
--

Client Sample Number	Lab ID Number	L A Y E R	Physical Description	Sub Part (%)	Asbestos Content		Non Asbestos Fibrous Components (%)	Non-Fibrous Components (%)
					Mineral	Visual Estimate (%)		
EXPJT-21-1	EM 2167801	A	Black tar	TR	<b>Chrysotile</b>	<b>3</b>	0	97
		B	Gray resinous material	100		<b>ND</b>	0	100
EXPJT-21-2	EM 2167802		Not Analyzed per Client Request.					
CONC-22-1	EM 2167803	A	Dark gray plaster	5		<b>ND</b>	0	100
		B	Gray cementitious material	95		<b>ND</b>	0	100
CONC-22-2	EM 2167804	A	Gray-brown plaster	10		<b>ND</b>	0	100
		B	Gray cementitious material	90		<b>ND</b>	0	100
CONC-23-1	EM 2167805	A	Gray cementitious material	100		<b>ND</b>	0	100
CONC-23-2	EM 2167806	A	Gray cementitious material	100		<b>ND</b>	0	100
CONC-24-1	EM 2167807	A	Gray cementitious material	100		<b>ND</b>	0	100
CONC-24-2	EM 2167808	A	Gray cementitious material	100		<b>ND</b>	0	100

TEM Analysis recommended for organically bound material (i.e. floor tile) if PLM results are <1%.

*Anita Grigg*  
Anita Grigg

Analyst / Data QA

Due Date \_\_\_\_\_  
 Due Time: \_\_\_\_\_

**REILAB Reservoirs Environmental, Inc.**  
 5801 Logan St. Denver, CO 80216 • Ph: 303-964-1986 • Fax: 303-477-4275 • Toll Free: 866-RESI-ENV

RES 418694

Page 1 of 1

After Hours Cell Phone: 720-339-9228

**SUBMITTED BY:**

**INVOICE TO: (IF DIFFERENT)**

**CONTACT INFORMATION:**

Company: <b>SCA Environmental, Inc.</b>	Company:	Contact: <b>Christina Codemo</b>	Contact:
Address: 650 Delancey St. Ste. 222 San Francisco CA 94107	Address:	Phone:	Phone:
		Fax:	Fax:
		Cell/pager:	Cell/pager:
Project Number and/or P.O. #: F12766.01		Final Data Deliverable Email Address:	
Project Description/Location: VTA, Cerone Yard, Bldg. F			

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat: 8am - 5pm		REQUESTED ANALYSIS				VALID MATRIX CODES			LAB NOTES:
PLM / PCM / TEM	RUSH (Same Day) PRIORITY (Next Day) STANDARD (3-5 Day)					Air = A	Bulk = B		
	(Rush PCM = 2hr, TEM = 6hr)					Dust = D	Paint = P		
<b>CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm</b>						Soil = S	Wipe = W		
Metal(s) / Dust**	RUSH 24 hr. 3-5 Day					Swab = SW	F = Food		
RCRA 8 / Metals & Welding Fume Scan / TCLP**	RUSH (3 Day) 5 Day 10 Day					Drinking Water = DW	Waste Water = WW		
Organics	24 hr. 3 day 5 Day					O = Other			
<b>MICROBIOLOGY LABORATORY HOURS: Weekdays: 9am - 6pm</b>						**ASTM E1702 approved wipe media only**			
E.coli and/or Coliforms*	24-48 Hour Other:					Sample Volume (L) / Area	Matrix Code	Date Collected mm/dd/yy	Time Collected hh:mm ap
Pathogens*	24-48 Hour					# Containers			
Microbial Growth*	5-10 Day *TAT dependent on speed of microbial growth.*								
Legionella	10 Day								
Mold	RUSH 24 Hr 48 Hr 3 Day 5 Day								
**Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.**									
Special Instructions:									EM Number (Laboratory Use Only)
Client sample ID number	(Sample ID's must be unique)								
1	EXPJT-21-1	X							2167801
2	EXPJT-21-2	X							2167802
3	CONC-22-1	X							2167803
4	CONC-22-2	X							2167804
5	CONC-23-1	X							2167805
6	CONC-23-2	X							2167806
7	CONC-24-1	X							2167807
8	CONC-24-2	X							2167808
9									
10									

Number of samples received: 8 (Additional samples shall be listed on attached long form.)

NOTE: REI will analyze incoming samples based upon information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days, failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:	Date/Time:	Sample Condition:	On Ice	Sealed	Intact
Laboratory Use Only		Temp. (F°)	Yes / No	Yes / No	Yes / No
Received By:	Date/Time: 9/20/80 9:30	Hand / FedEx			
		Box / Courier			
Data Entry	Contact	Phone	Email	Fax	Date
QA:	Contact	Phone	Email	Fax	Date

418694

### CHAIN OF CUSTODY FORM

Email report/COC/Invoice to:

Bill to: SCA

CHRISTINA CODEMO (PROJ MGR)

EMAIL HEADING:  
SC VIA BLD SURVEY

(Project #) - (Project Manager Initials) - (Site Name/Address) - (Date MMDD)

F12766.01 CC VIA, CEROWE 9/19  
YARD, BLDG F

Dan Leung (TECH)

LAB REI

labreports99@gmail.com (ACCT)

INSTRUCTIONS TO LAB:

#### COURIER

LAB REP NOTIFIED  
AIRBILL/FLIGHT NO.  
EST ARRIVAL DATE

Notification DATE/TIME  
Shipper REFERENCE ID  
EST ARRIVAL TIME

#### Method Reference

7400 PCM AHERA TEM (20085 s/cc Analon) CARB-AHERA TEM 0.001 s/cc Ana Sensitivity

PLM (asbestos) Flange AA (Lead) ICP/MS (Lead)

Sample Media 25 37 mm 0.45 0.8 micron MCEF Bulk Water Wipe

RESULTS DUE: 2 DAYS AM / PM

#### CHAIN OF CUSTODY DATA:

Sending Info: 8 samples submitted by DL on 9/19 at 9:30 A  
Received by Lab: 8 samples received by [signature] on 9.20 at 9:30 A  
Received by Analyst: samples received by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

SAMPLE ID	LITERS	Results	Ins/Blanks/Outs
EXPGT-21-1.2			
COWC-22-1.2			
COWC-23-1.2			
COWC-24-1.2			
0 LITERS			BLANK
0 LITERS			BLANK
0 LITERS			BLANK

INSTRUCTIONS TO LAB (delete items not applicable AND circle items applicable):

- Pickup requested  
Contact \_\_\_\_\_ Time of Call \_\_\_\_\_
- Call contact to acknowledge receipt of samples.
- Analyze samples by PCM only.
- Analyze inside samples by PCM first, if any sample >0.01 f/cc, contact project manager.
- If all samples are <0.01 f/cc, proceed with items 6, 7 or 8, as noted.
- Analyze inside samples only; stop if Avg >70 str/mm<sup>2</sup>, contact PM before analyzing outsides or blanks.
- Analyze all samples, including outside samples and blanks.
- Do NOT analyze outside or blank samples.
- Analyze by TEM only the inside air sample with the highest PCM result.
- Serial analysis; stop at first positive (>1%); first trace (<0.1%), except sheetrock and plaster samples.
- Analyze all bulk samples, unless otherwise indicated.
- PCB: 1 PPM detection limit required. Authorized to perform Florisil cleanup and Soxhlet extraction to meet the detection limit.
- For AHERA TEM, only analyze for REGULATED ASBESTOS.
- \_\_\_\_\_

Report Number:	Supplies /Equipment	Qty
	Hi-Vol (3040)	
	Lo-Vol (3020)	
	TEM / Pb cassettes (3520)	
	PCM cassettes (3500)	
	Bulk sampling supply (3710)	8

Invoice Number:

## **Appendix C**

### **Lead Laboratory Reports**



August 16, 2018

Laboratory Code: RES  
Subcontract Number: NA  
Laboratory Report: RES 416020-1  
Project # / PO #: F12766  
Project Description: SC VTA, Bldg. F, SJ

Christina Codemo  
SCA Environmental, Inc.  
650 Delancey St. Ste. 222  
San Fransisco CA 94107

Dear Customer,

Reservoirs Environmental, Inc. is an analytical laboratory accredited for the analysis of Industrial Hygiene and Environmental matrices by the American Industrial Hygiene Association, Lab ID 101533 - Accreditation Certificate #480. The laboratory is currently proficient in both IHPAT & ELPAT programs respectively.

Reservoirs has analyzed the following sample(s) using Atomic Absorption Spectroscopy (AAS) / Atomic Emission Spectroscopy - Mass Spectrometry (ICP-MS) per your request. Reported sample results were not blank corrected. The analysis has been completed in general accordance with the appropriate methodology as stated in the analysis table. Results have been sent to your office.

**RES 416020-1** is the job number assigned to this study. This report is considered highly confidential and the sole property of the customer. Reservoirs Environmental, Inc. will not discuss any part of this study with personnel other than those authorized by the client. The results described in this report only apply to the samples analyzed. This report shall not be reproduced except in full, without written approval from Reservoirs Environmental, Inc. Samples will be disposed of after sixty days unless longer storage is requested. If you should have any questions about this report, please feel free to call me at 303-964-1986.

Sincerely,

A handwritten signature in blue ink that reads "Jeanne Spencer". The signature is written in a cursive style.

Jeanne Spencer  
President

**RESERVOIRS ENVIRONMENTAL, INC.**  
**5801 Logan St., Suite 100**  
**Denver CO 80216**

**TABLE ANALYSIS: LEAD IN BULK**

RES Job Number: RES 416020-1  
Client: SCA Environmental, Inc.  
Client Project Number / P.O.: F12766  
Client Project Description: SC VTA, Bldg. F, SJ  
Date Samples Received: August 13, 2018  
Analysis Type: USEPA SW846 3050B / 6020A  
Turnaround: Priority  
Date Samples Analyzed: August 16, 2018

Client ID Number	Lab ID Number	Reporting Limit (mg/kg)	LEAD CONCENTRATION (mg/kg)
OW-1	EM 2145911	0.64	226
GR-2	EM 2145912	0.87	12,452
SI-3	EM 2145913	0.52	1,728
GY-4	EM 2145914	0.48	2,133
GY-5	EM 2145915	0.48	1,253
GR-6	EM 2145916	0.72	3,425
RD-7	EM 2145917	0.53	12,929
OW-8	EM 2145918	0.62	307
OW-9	EM 2145919	0.71	6,967
OW-10	EM 2145920	0.79	4,015

\* Unless otherwise noted all quality control samples performed within specifications established by the laboratory.

  
Renee A. Cortez

Analyst / Data QA: \_\_\_\_\_



Due Date: \_\_\_\_\_  
 Due Time: \_\_\_\_\_

**REILAB Reservoirs Environmental, Inc.**  
 5801 Logan St. Denver, CO 80216 • Ph: 303 964-1986 • Fax 303-477-4275 • Toll Free :866 RES-ENV

RES 416020

Page 1 of 1

After Hours Cell Phone: 720-339-9228

**SUBMITTED BY:**

**INVOICE TO: (IF DIFFERENT)**

**CONTACT INFORMATION:**

Company: <b>SCA Environmental, Inc.</b>	Company:	Contact: <b>Christina Codemo</b>	Contact:
Address: <b>650 Delancey St. Ste. 222 San Francisco CA 94107</b>	Address:	Phone:	Phone:
Project Number and/or P.O. #: <b>F12766</b>		Fax:	Fax:
Project Description/Location: <b>SC VTA, Bldg. F, SJ</b>		Cell/pager:	Cell/pager:
		Final Data Deliverable Email Address:	

ASBESTOS LABORATORY HOURS: Weekdays: 7am - 7pm & Sat. 8am - 5pm		REQUESTED ANALYSIS				VALID MATRIX CODES		LAB NOTES:
PLM / PCM / TEM	RUSH (Same Day) PRIORITY (Next Day) STANDARD (3-5 Day) (Rush PCM = 2hr, TEM = 6hr.)	PLM - Short report, Point Count, Long report, Qualitative TEM - AHERA, Level II, 7402, ISO, +/- (Air, Bulk or Dust), Quant, Semi-Quant, Micro-vac, ISO-Indirect Preps PCM - 7400A, 7400B, OSHA DUST - Total, Respirable METALS - Analysis by ICP RCRA 8, TCLP, Welding Fume, Metals Scan, pH ORGANICS - METH, TSS Pathogens: Aerobic Plate Count, Salmonella, E. coli O157:H7, Listeria, S. aureus, Comphlobacter: +/- or Quantification E. coli and/or Coliforms: +/- or Quantification State Water (Please Circle One) Yes / No Microbial Growth: Aerobic Plate Count ID, Y & M or Bacteria, Fungal, +/- or Quantification Legionella: +/- or Quantification Other: Bioburden, LAL or Environmental Mold: Spore Trap or Bulk: +/-, Identification, Quantification, Viable or Non-Viable SAMPLER'S INITIALS OR OTHER NOTES:	Air = A	Bulk = B				
CHEMISTRY LABORATORY HOURS: Weekdays: 8am - 5pm			Dust = D	Paint = P				
Metal(s) / Dust**	RUSH 24 hr. 3-5 Day		Soil = S	Wipe = W				
RCRA 8 / Metals & Welding Fume Scan / TCLP**	RUSH (3 Day) 5 Day 10 Day **Prior notification is required for RUSH turnarounds.**		Swab = SW	F = Food				
Organics	24 hr. 3 day 5 Day		Drinking Water = DW	Waste Water = WW				
MICROBIOLOGY LABORATORY HOURS: Weekdays: 9am - 6pm			O = Other					
E.coli and/or Coliforms*	24-48 Hour Other:		**ASTM E1792 approved wipe media only**					
Pathogens*	24-48 Hour		Sample Volume (L) / Area	Matrix Code				
Microbial Growth*	5-10 Day *TAT dependent on speed of microbial growth.*		# Containers	Date Collected mm/dd/yy				
Legionella	10 Day			Time Collected hty/mm alp				
Mold	RUSH 24 Hr 48 Hr 3 Day 5 Day							
**Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.**				EM Number (Laboratory Use Only)				
Special Instructions:								
Client sample ID number	(Sample ID's must be unique)							
1	OW-1							2145911
2	GR-2							2145912
3	SI-3							2145913
4	GY-4							2145914
5	GY-5							2145915
6	GR-6							2145916
7	RD-7							2145917
8	OW-8							2145918
9	OW-9							2145919
10	OW-10							2145920

Number of samples received: 10 (Additional samples shall be listed on attached long form.)

NOTE: REI will analyze incoming samples based upon information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET 30 days, failure to comply with payment terms may result in a 1.5% monthly interest surcharge

<b>Relinquished By:</b>		Date/Time:	Sample Condition:	On Ice	Sealed	Intact
<b>Laboratory Use Only</b>			Temp. (F°)	Yes / No	Yes / No	Yes / No
Received By:		Date/Time: <u>8/31/2010</u>	Carrier:	Hand / FedEx	UPS	USPS / Drop
Data Entry QA:	Contact	Phone	Email	Fax	Date	Time
	Contact	Phone	Email	Fax	Date	Time

416028

## CHAIN OF CUSTODY FORM

**Email report/COC/Invoice to:**

CHRISTINA CODEMO (PROJ MGR)

Dan Leung (TECH)

labreports99@gmail.com (ACCT)

**INSTRUCTIONS TO LAB:**

Bill to: SCA

EMAIL HEADING: (Project #) - (Project Manager Initials) - (Site Name/Address) (Date MMDD)  
 BLU SC VTA BLDG F 02VY F12766 CC GC VTA, BLDG F, 8/9  
 BS

LAB REI

**COURIER**

LAB REP NOTIFIED	Notification DATE/TIME
AIRBILL/FLIGHT NO	Shipper REFERENCE ID
EST ARRIVAL DATE	EST. ARRIVAL TIME

Method Reference 7400 PCM AHERA TEM (20,005 s/cc Analytical) CARB-AHERA TEM 0.001 s/cc Ana Sensitivity

PLM (asbestos) ~~Plate~~ (Lead) **ICP/MS (Lead)**

Sample Media 25 37mm 0.45 0.8 micron MCEF **Bulk** Water Wipe

RESULTS DUE: 3 DAYS AM / PM

**CHAIN OF CUSTODY DATA:**

Sending Info 10 samples submitted by DL on 8/10 at 4:00P

Received by Lab: samples received by on at

Received by Analyst: samples received by on at

SAMPLE ID	LITERS	Results	Inz/Blanks/Outs
OW-1			
CR-2			
SI-3			
OY-4			
GY-5			
GR-6			
RD-7			
OW-8			
OW-9			
OW-10			
	0 LITERS		BLANK
	0 LITERS		BLANK
	0 LITERS		BLANK

**INSTRUCTIONS TO LAB (delete items not applicable AND circle items applicable):**

- Pickup requested: Contact \_\_\_\_\_ Time of Call \_\_\_\_\_
- Call contact to acknowledge receipt of samples.
- Analyze samples by PCM only.
- Analyze inside samples by PCM first, if any sample >0.01 f/cc, contact project manager
- If all samples are <=0.01 f/cc, proceed with items 6, 7 or 8, as noted.
- Analyze inside samples only, stop if Avg >70 str/mm<sup>2</sup>, contact PM before analyzing outsides or blanks
- Analyze all samples, including outside samples and blanks.
- Do NOT analyze outside or blank samples.
- Analyze by TEM only the inside air sample with the highest PCM result.
- Serial analysis; stop at first positive (>1%); first trace (<0.1%); except sheetrock and plaster samples
- Analyze all bulk samples, unless otherwise indicated.
- PCB: 1 PPM detection limit required. Authorized to perform Florisil cleanup and Soxhlet extraction to meet the detection limit.
- For AHERA TEM, only analyze for REGULATED ASBESTOS.
- \_\_\_\_\_

Report Number:	Supplies /Equipment	Qty
	Hi-Vol (3040)	
Invoice Number:	Lo-Vol (3020)	
	TEM / Pb cassettes (3520)	
	PCM cassettes (3500)	
	Bulk sampling supply (3710)	10

## **Appendix D**

### **PCB Laboratory Reports**



# McC Campbell Analytical, Inc.

*"When Quality Counts"*

## Analytical Report

**WorkOrder:** 1808527

**Report Created for:** SCA Environmental, Inc.

1 Lakeside Drive, Suite 215  
Oakland, CA 94612

**Project Contact:** Dan Leung

**Project P.O.:**

**Project:** F12766; BM SC VTA BLDG F SVY

**Project Received:** 08/13/2018

Analytical Report reviewed & approved for release on 08/16/2018 by:

Heidi Fruhlinger

Project Manager

*The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in the case narrative.*





## Glossary of Terms & Qualifier Definitions

**Client:** SCA Environmental, Inc.  
**Project:** F12766; BM SC VTA BLDG F SVY  
**WorkOrder:** 1808527

### Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)



## Glossary of Terms & Qualifier Definitions

**Client:** SCA Environmental, Inc.  
**Project:** F12766; BM SC VTA BLDG F SVY  
**WorkOrder:** 1808527

### Analytical Qualifiers

A The reported value is determined using a "single point" calibration by GC-ECD as allowed by the method.  
S Surrogate spike recovery outside accepted recovery limits  
a4 Reporting limits raised due to the sample's matrix prohibiting a full volume extraction.  
c1 Surrogate recovery outside of the control limits due to the dilution of the sample.  
c2 Surrogate recovery outside of the control limits due to matrix interference.  
c9 Internal standard is out of acceptance criteria due to matrix interference therefore values are estimated



# Analytical Report

**Client:** SCA Environmental, Inc.  
**Date Received:** 8/13/18 10:17  
**Date Prepared:** 8/13/18  
**Project:** F12766; BM SC VTA BLDG F SVY

**WorkOrder:** 1808527  
**Extraction Method:** SW3550B/3630C  
**Analytical Method:** SW8082  
**Unit:** mg/kg

## Polychlorinated Biphenyls (PCBs) Aroclors w/ Column Style Clean-up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
WL-18	1808527-001A	Solid	08/09/2018	GC23 08151808.D	163162

Analytes	Result	Qualifiers	MDL	RL	DF	Date Analyzed
Aroclor1016	ND		0.51	5.0	10	08/15/2018 16:36
Aroclor1221	ND		1.1	5.0	10	08/15/2018 16:36
Aroclor1232	ND		0.63	5.0	10	08/15/2018 16:36
Aroclor1242	ND		0.67	5.0	10	08/15/2018 16:36
Aroclor1248	ND		0.40	5.0	10	08/15/2018 16:36
Aroclor1254	11	A	0.68	5.0	10	08/15/2018 16:36
Aroclor1260	ND		0.61	5.0	10	08/15/2018 16:36
PCBs, total	11		0.40	5.0	10	08/15/2018 16:36

Surrogates	REC (%)	Qualifiers	Limits	Date Analyzed
Decachlorobiphenyl	33	S	70-130	08/15/2018 16:36

**Analyst(s):** LT **Analytical Comments:** a4,c1

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
CAULK-20	1808527-003A	Solid	08/09/2018	GC23 08141832.D	163162

Analytes	Result	Qualifiers	MDL	RL	DF	Date Analyzed
Aroclor1016	ND		0.051	0.50	1	08/15/2018 00:09
Aroclor1221	ND		0.11	0.50	1	08/15/2018 00:09
Aroclor1232	ND		0.063	0.50	1	08/15/2018 00:09
Aroclor1242	ND		0.067	0.50	1	08/15/2018 00:09
Aroclor1248	ND		0.040	0.50	1	08/15/2018 00:09
Aroclor1254	ND		0.068	0.50	1	08/15/2018 00:09
Aroclor1260	ND		0.061	0.50	1	08/15/2018 00:09
PCBs, total	ND		0.040	0.50	1	08/15/2018 00:09

Surrogates	REC (%)	Qualifiers	Limits	Date Analyzed
Decachlorobiphenyl	163	S	70-130	08/15/2018 00:09

**Analyst(s):** LT **Analytical Comments:** a4,c9,c2



## Quality Control Report

<b>Client:</b>	SCA Environmental, Inc.	<b>WorkOrder:</b>	1808527
<b>Date Prepared:</b>	8/13/18	<b>BatchID:</b>	163162
<b>Date Analyzed:</b>	8/14/18	<b>Extraction Method:</b>	SW3550B/3630C
<b>Instrument:</b>	GC20, GC23	<b>Analytical Method:</b>	SW8082
<b>Matrix:</b>	Soil	<b>Unit:</b>	mg/kg
<b>Project:</b>	F12766; BM SC VTA BLDG F SVY	<b>Sample ID:</b>	MB/LCS/LCSD-163162

### QC Summary Report for SW8082 w/ Column Clean-up

Analyte	MB Result	MDL	RL	SPK Val	MB SS %REC	MB SS Limits
Aroclor1016	ND	0.0051	0.050	-	-	-
Aroclor1221	ND	0.011	0.050	-	-	-
Aroclor1232	ND	0.0063	0.050	-	-	-
Aroclor1242	ND	0.0067	0.050	-	-	-
Aroclor1248	ND	0.0040	0.050	-	-	-
Aroclor1254	ND	0.0068	0.050	-	-	-
Aroclor1260	ND	0.0061	0.050	-	-	-
PCBs, total	ND	0.0040	0.050	-	-	-

#### Surrogate Recovery

Decachlorobiphenyl	0.0526		0.050	105	57-145
--------------------	--------	--	-------	-----	--------

Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Aroclor1016	0.172	0.182	0.15	114	122	61-124	6.08	20
Aroclor1260	0.156	0.163	0.15	104	109	53-172	4.33	20

#### Surrogate Recovery

Decachlorobiphenyl	0.0534	0.0548	0.050	107	110	57-145	2.69	20
--------------------	--------	--------	-------	-----	-----	--------	------	----





1534 Willow Pass Rd  
Pittsburg, CA 94565-1701  
(925) 252-9262

# CHAIN-OF-CUSTODY RECORD

WorkOrder: 1808527

ClientCode: SCAO

- WaterTrax   
  WriteOn   
  EDF   
  Excel   
  EQUIS   
  Email   
  HardCopy   
  ThirdParty   
  J-flag  
 Detection Summary   
  Dry-Weight

Report to:

Dan Leung  
SCA Environmental, Inc.  
1 Lakeside Drive, Suite 215  
Oakland, CA 94612  
415-378-4188    FAX: (510) 839-6200

Email: dleung@sca-enviro.com; labreports99@g  
cc/3rd Party:  
PO:  
Project: F12766; BM SC VTA BLDG F SVY

Bill to:

Accounts Payable  
SCA Environmental, Inc.  
1 Lakeside Drive, Suite 215  
Oakland, CA 94612  
emuisse@sca-ic.com; pgervasio@scaeh

Requested TATs: 10 days;  
5 days;

Date Received: 08/13/2018  
Date Logged: 08/13/2018

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)												
					1	2	3	4	5	6	7	8	9	10	11	12	
1808527-001	WL-18	Solid	8/9/2018 00:00	<input type="checkbox"/>	A		A										
1808527-002	CAULK-19	Solid	8/9/2018 00:00	<input type="checkbox"/>	A	A		A									
1808527-003	CAULK-20	Solid	8/9/2018 00:00	<input type="checkbox"/>	A		A										

Test Legend:

1	8082_PCB_ESL_S [J]	2	8082_PCB_SG_S	3	8082_PCB_SG_Solid [J]	4	8082_Soxhlet_SG_Solid
5		6		7		8	
9		10		11		12	

Prepared by: Jena Alfaro

Comments: 8082 PCB Soxhlet SG extraction added 8/17/2018 RUSH TAT

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days).  
Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: SCA ENVIRONMENTAL, INC.

Project: F12766; BM SC VTA BLDG F SVY

Work Order: 1808527

Client Contact: Dan Leung

QC Level: LEVEL 2

Contact's Email: dleung@sca-enviro.com; labreports99@gmail.com

Comments: 8082 PCB Soxhlet SG extraction added 8/17/2018 RUSH TAT

Date Logged: 8/13/2018

WaterTrax  WriteOn  EDF  Excel  Fax  Email  HardCopy  ThirdParty  J-flag

Lab ID	Client ID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	De-chlorinated	Collection Date & Time	TAT	Sediment Content	Hold	SubOut		
1808527-001A	WL-18	Solid	SW8082 (PCBs w/ Column Style Clean-up)	1	Small White Plastic Container	<input type="checkbox"/>	8/9/2018	5 days		<input type="checkbox"/>			
			SW8082 (PCBs Only)			<input type="checkbox"/>						5 days	<input checked="" type="checkbox"/>
1808527-002A	CAULK-19	Solid	SW8082 (PCBs w/ Soxhlet Extraction & SG CU)	1	Small White Plastic Container	<input type="checkbox"/>	8/9/2018	5 days		<input type="checkbox"/>			
			SW8082 (PCBs w/ Column Style Clean-up)			<input type="checkbox"/>						5 days	<input checked="" type="checkbox"/>
			SW8082 (PCBs Only)			<input type="checkbox"/>						5 days	<input checked="" type="checkbox"/>
1808527-003A	CAULK-20	Solid	SW8082 (PCBs w/ Column Style Clean-up)	1	Small White Plastic Container	<input type="checkbox"/>	8/9/2018	5 days		<input type="checkbox"/>			
			SW8082 (PCBs Only)			<input type="checkbox"/>						5 days	<input checked="" type="checkbox"/>

NOTES: - STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).  
- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.



# McC Campbell Analytical, Inc.

1534 Willow Pass Rd. / Pittsburg, Ca. 94565-1701  
www.mcccampbell.com / main@mcccampbell.com  
Telephone: (877) 252-9262 / Fax: (925) 252-9269

**1808527**

## CHAIN OF CUSTODY RECORD

TURN AROUND TIME: RUSH  1 DAY  2 DAY  3 DAY  5 DAY

GeoTracker EDF  PDF  EDD  Write On (DW)  EQUIS  10 DAY

Effluent Sample Requiring "J" flag  UST Clean Up Fund Project ; Claim # \_\_\_\_\_

Report To: Dan Leung Bill To: SCA Environmental, Inc.

Company: SCA Environmental, Inc.

1 Lakeside Drive, #215 Oakland, CA 94612 labreports99@gmail.com

Tele: ( 415 ) 867-9544 E-Mail: dleung@sca-enviro.com

Project #: F12766 Project Name: BM SC VTA BLDG F

Project Location: SC VTA, BLDG F, S5 Purchase Order# 27

Sampler Signature: Dan Leung

### Analysis Request

SAMPLE ID	Location/ Field Point Name	SAMPLING		# Containers	MATRIX								METHOD PRESERVED																																																																																																																																																																																																																																																																												
		Date	Time		Ground Water	Waste Water	Drinking Water	Sea Water	Soil	Air	Sludge	Other	HCL	HNO <sub>3</sub>	Other																																																																																																																																																																																																																																																																										
WL-18		8/9		1																																																																																																																																																																																																																																																																																					
CAULK-19		↓		1																																																																																																																																																																																																																																																																																					
CAULK-20		↓		1																																																																																																																																																																																																																																																																																					

\*\*MAI clients MUST disclose any dangerous chemicals known to be present in their submitted samples in concentrations that may cause immediate harm or serious future health and environment as a result of brief, gloved, open air, sample handling by MAI staff. Non-disclosure incurs an immediate \$250 surcharge and the client is subject to full legal liability for harm suffered. Thank you for your understanding and for allowing us to work safely.

\*\*\* If metals are requested for water samples and the water type is not specified on the chain of custody, then MAI will default to metals by E200.8.

Relinquished By: Dan Leung	Date: 8/10	Time: 4:00P	Received By: <b>UPS K2496754464</b>	ICE/4° GOOD CONDITION HEAD SPACE ABSENT DECHLORINATED IN LAB APPROPRIATE CONTAINERS PRESERVED IN LAB	COMMENTS: PCBs: 1 ppm detection limit required. Authorized to perform Florisil cleanup and Soxhlet extraction to meet the detection limit.
Relinquished By: <b>UPS</b>	Date: <b>8/13/10</b>	Time: <b>017</b>	Received By: <i>[Signature]</i>		
Relinquished By:	Date:	Time:	Received By:	VOAS O&G METALS OTHER HAZARDOUS: PRESERVATION pH<2	



Sample Receipt Checklist

Client Name: SCA Environmental, Inc.
Project: F12766; BM SC VTA BLDG F SVY
WorkOrder No: 1808527 Matrix:
Carrier: UPS

Date and Time Received 8/13/2018 10:17
Date Logged: 8/13/2018
Received by: Jena Alfaro
Logged by: Jena Alfaro

Chain of Custody (COC) Information

Chain of custody present? Yes [checked] No [ ]
Chain of custody signed when relinquished and received? Yes [checked] No [ ]
Chain of custody agrees with sample labels? Yes [checked] No [ ]
Sample IDs noted by Client on COC? Yes [checked] No [ ]
Date and Time of collection noted by Client on COC? Yes [checked] No [ ]
Sampler's name noted on COC? Yes [checked] No [ ]
COC agrees with Quote? Yes [ ] No [ ] NA [checked]

Sample Receipt Information

Custody seals intact on shipping container/cooler? Yes [ ] No [ ] NA [checked]
Shipping container/cooler in good condition? Yes [checked] No [ ]
Samples in proper containers/bottles? Yes [checked] No [ ]
Sample containers intact? Yes [checked] No [ ]
Sufficient sample volume for indicated test? Yes [checked] No [ ]

Sample Preservation and Hold Time (HT) Information

All samples received within holding time? Yes [checked] No [ ] NA [ ]
Samples Received on Ice? Yes [ ] No [checked]
Sample/Temp Blank temperature Temp: NA [checked]
Water - VOA vials have zero headspace / no bubbles? Yes [ ] No [ ] NA [checked]
Sample labels checked for correct preservation? Yes [checked] No [ ]
pH acceptable upon receipt (Metal: <2; 522: <4; 218.7: >8)? Yes [ ] No [ ] NA [checked]

UCMR Samples:

pH tested and acceptable upon receipt (200.8: <=2; 525.3: <=4; 530: <=7; 541: <3; 544: <6.5 & 7.5)? Yes [ ] No [ ] NA [checked]
Free Chlorine tested and acceptable upon receipt (<0.1mg/L)? Yes [ ] No [ ] NA [checked]

Comments: Method SW8082 (PCBs Only) was received with temperature condition not met.



McC Campbell Analytical, Inc.

"When Quality Counts"

## Analytical Report

**WorkOrder:** 1808527 A

**Report Created for:** SCA Environmental, Inc.

1 Lakeside Drive, Suite 215  
Oakland, CA 94612

**Project Contact:** Dan Leung

**Project P.O.:**

**Project:** F12766; BM SC VTA BLDG F SVY

**Project Received:** 08/13/2018

Analytical Report reviewed & approved for release on 08/21/2018 by:

Heidi Fruhlinger  
Project Manager

*The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in the case narrative.*





## Glossary of Terms & Qualifier Definitions

**Client:** SCA Environmental, Inc.  
**Project:** F12766; BM SC VTA BLDG F SVY  
**WorkOrder:** 1808527 A

### Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

### Analytical Qualifiers

a4 Reporting limits raised due to the sample's matrix prohibiting a full volume extraction.



# Analytical Report

**Client:** SCA Environmental, Inc.  
**Date Received:** 8/13/18 10:17  
**Date Prepared:** 8/20/18  
**Project:** F12766; BM SC VTA BLDG F SVY

**WorkOrder:** 1808527  
**Extraction Method:** SW3540C/3630C  
**Analytical Method:** SW8082  
**Unit:** mg/kg

## Polychlorinated Biphenyls (PCBs) Aroclors w/ Soxhlet Extraction and Silica Gel Clean-up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
CAULK-19	1808527-002A	Solid	08/09/2018	GC40 08211805.d	163580

Analytes	Result	RL	DF	Date Analyzed
Aroclor1016	ND	0.50	1	08/21/2018 14:29
Aroclor1221	ND	0.50	1	08/21/2018 14:29
Aroclor1232	ND	0.50	1	08/21/2018 14:29
Aroclor1242	ND	0.50	1	08/21/2018 14:29
Aroclor1248	ND	0.50	1	08/21/2018 14:29
Aroclor1254	ND	0.50	1	08/21/2018 14:29
Aroclor1260	ND	0.50	1	08/21/2018 14:29
PCBs, total	ND	0.50	1	08/21/2018 14:29

Surrogates	REC (%)	Limits	Date Analyzed
Decachlorobiphenyl	81	70-130	08/21/2018 14:29

**Analyst(s):** LT **Analytical Comments:** a4



## Quality Control Report

<b>Client:</b>	SCA Environmental, Inc.	<b>WorkOrder:</b>	1808527
<b>Date Prepared:</b>	8/20/18	<b>BatchID:</b>	163580
<b>Date Analyzed:</b>	8/20/18	<b>Extraction Method:</b>	SW3540C/3630C
<b>Instrument:</b>	GC23	<b>Analytical Method:</b>	SW8082
<b>Matrix:</b>	Solid	<b>Unit:</b>	mg/kg
<b>Project:</b>	F12766; BM SC VTA BLDG F SVY	<b>Sample ID:</b>	MB/LCS/LCSD-163580

### QC Summary for SW8082

Analyte	MB Result	RL	SPK Val	MB SS %REC	MB SS Limits
Aroclor1016	ND	0.050	-	-	-
Aroclor1221	ND	0.050	-	-	-
Aroclor1232	ND	0.050	-	-	-
Aroclor1242	ND	0.050	-	-	-
Aroclor1248	ND	0.050	-	-	-
Aroclor1254	ND	0.050	-	-	-
Aroclor1260	ND	0.050	-	-	-
PCBs, total	ND	0.050	-	-	-

#### Surrogate Recovery

Decachlorobiphenyl	0.0348	0.050	70	70-130
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Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Aroclor1016	0.118	0.130	0.15	79	86	70-130	9.47	20
Aroclor1260	0.126	0.132	0.15	84	88	70-130	4.11	20

#### Surrogate Recovery

Decachlorobiphenyl	0.0387	0.0379	0.050	77	76	70-130	2.05	20
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1534 Willow Pass Rd  
Pittsburg, CA 94565-1701  
(925) 252-9262

# CHAIN-OF-CUSTODY RECORD

WorkOrder: 1808527 **A**

ClientCode: SCAO

- WaterTrax   
  WriteOn   
  EDF   
  Excel   
  Fax   
 Email   
 HardCopy   
 ThirdParty   
 J-flag  
 Detection Summary   
 Dry-Weight

**Report to:**

Dan Leung  
SCA Environmental, Inc.  
1 Lakeside Drive, Suite 215  
Oakland, CA 94612  
415-378-4188    FAX: (510) 839- 6200

Email: dleung@sca-enviro.com; labreports99@g  
cc/3rd Party:  
PO:  
Project: F12766; BM SC VTA BLDG F SVY

**Bill to:**

Accounts Payable  
SCA Environmental, Inc.  
1 Lakeside Drive, Suite 215  
Oakland, CA 94612  
emuise@sca-ic.com; pgervasio@scaeh

Requested TAT: 10 days;

Date Received: 08/13/2018  
Date Logged: 08/13/2018  
Date Add-On: 08/17/2018

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)													
					1	2	3	4	5	6	7	8	9	10	11	12		
1808527-002	CAULK-19	Solid	8/9/2018 00:00	<input type="checkbox"/>	A													

**Test Legend:**

1	8082_Soxhlet_SG_Solid	2		3		4	
5		6		7		8	
9		10		11		12	

Prepared by: Jena Alfaro  
Add-On Prepared By: Jena Alfaro

Comments: 8082 PCB Soxhlet SG extraction added 8/17/2018 RUSH TAT

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days).  
Hazardous samples will be returned to client or disposed of at client expense.



### WORK ORDER SUMMARY

**Client Name:** SCA ENVIRONMENTAL, INC.

**Project:** F12766; BM SC VTA BLDG F SVY

**Work Order:** 1808527

**Client Contact:** Dan Leung

**QC Level:** LEVEL 2

**Contact's Email:** dleung@sca-enviro.com; labreports99@gmail.com

**Comments:** 8082 PCB Soxhlet SG extraction added 8/17/2018 RUSH TAT

**Date Logged:** 8/13/2018

**Date Add-On:** 8/17/2018

Lab ID	Client ID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	Collection Date & Time	TAT	Sediment Content	Hold	SubOut
1808527-002A	CAULK-19	Solid	SW8082 (PCBs w/ Soxhlet Extraction & SG CU)	1	Small White Plastic Container	8/9/2018	5 days		<input type="checkbox"/>	

**NOTES:** - STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.





# McC Campbell Analytical, Inc.

*"When Quality Counts"*

## Analytical Report

**WorkOrder:** 1809776

**Report Created for:** SCA Environmental, Inc.

1 Lakeside Drive, Suite 215  
Oakland, CA 94612

**Project Contact:** Dan Leung

**Project P.O.:**

**Project:** F12766.01; SC VTA BLR SVY

**Project Received:** 09/19/2018

Analytical Report reviewed & approved for release on 09/26/2018 by:

Yen Cao

Project Manager

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## Glossary of Terms & Qualifier Definitions

**Client:** SCA Environmental, Inc.  
**Project:** F12766.01; SC VTA BLR SVY  
**WorkOrder:** 1809776

### Glossary Abbreviation

%D	Serial Dilution Percent Difference
95% Interval	95% Confident Interval
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test (Serial Dilution)
DUP	Duplicate
EDL	Estimated Detection Limit
ERS	External reference sample. Second source calibration verification.
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

### Analytical Qualifiers

A The reported value is determined using a "single point" calibration by GC-ECD as allowed by the method.



# Analytical Report

**Client:** SCA Environmental, Inc.  
**Date Received:** 9/19/18 13:18  
**Date Prepared:** 9/20/18  
**Project:** F12766.01; SC VTA BLR SVY

**WorkOrder:** 1809776  
**Extraction Method:** SW3540C/3630C  
**Analytical Method:** SW8082  
**Unit:** mg/kg

## Polychlorinated Biphenyls (PCBs) Aroclors w/ Soxhlet Extraction and Silica Gel Clean-up

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
EXPJT-21	1809776-001A	Solid	09/19/2018	GC23 09211807.D	165308

Analytes	Result	Qualifiers	RL	DF	Date Analyzed
Aroclor1016	ND		0.050	1	09/21/2018 15:33
Aroclor1221	ND		0.050	1	09/21/2018 15:33
Aroclor1232	ND		0.050	1	09/21/2018 15:33
Aroclor1242	ND		0.050	1	09/21/2018 15:33
Aroclor1248	ND		0.050	1	09/21/2018 15:33
Aroclor1254	0.28	A	0.050	1	09/21/2018 15:33
Aroclor1260	ND		0.050	1	09/21/2018 15:33
PCBs, total	0.28		0.050	1	09/21/2018 15:33

Surrogates	REC (%)	Limits	Date Analyzed
Decachlorobiphenyl	101	70-130	09/21/2018 15:33

**Analyst(s):** LT



## Quality Control Report

<b>Client:</b> SCA Environmental, Inc.	<b>WorkOrder:</b> 1809776
<b>Date Prepared:</b> 9/20/18	<b>BatchID:</b> 165308
<b>Date Analyzed:</b> 9/25/18	<b>Extraction Method:</b> SW3540C/3630C
<b>Instrument:</b> GC23	<b>Analytical Method:</b> SW8082
<b>Matrix:</b> Solid	<b>Unit:</b> mg/kg
<b>Project:</b> F12766.01; SC VTA BLR SVY	<b>Sample ID:</b> MB/LCS/LCSD-165308

### QC Summary for SW8082

Analyte	MB Result	RL	SPK Val	MB SS %REC	MB SS Limits
Aroclor1016	ND	0.050	-	-	-
Aroclor1221	ND	0.050	-	-	-
Aroclor1232	ND	0.050	-	-	-
Aroclor1242	ND	0.050	-	-	-
Aroclor1248	ND	0.050	-	-	-
Aroclor1254	ND	0.050	-	-	-
Aroclor1260	ND	0.050	-	-	-
PCBs, total	ND	0.050	-	-	-

**Surrogate Recovery**

Decachlorobiphenyl	0.0469	0.050	94	70-130
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Analyte	LCS Result	LCSD Result	SPK Val	LCS %REC	LCSD %REC	LCS/LCSD Limits	RPD	RPD Limit
Aroclor1016	0.138	0.135	0.15	92	90	70-130	2.08	20
Aroclor1260	0.141	0.143	0.15	94	95	70-130	1.79	20

**Surrogate Recovery**

Decachlorobiphenyl	0.0421	0.0440	0.050	84	88	70-130	4.56	20
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1534 Willow Pass Rd  
Pittsburg, CA 94565-1701  
(925) 252-9262

# CHAIN-OF-CUSTODY RECORD

WorkOrder: 1809776

ClientCode: SCAO

- WaterTrax   
  WriteOn   
  EDF   
  Excel   
  EQUiS   
  Email   
  HardCopy   
  ThirdParty   
  J-flag  
 Detection Summary   
  Dry-Weight

**Report to:**

Dan Leung  
SCA Environmental, Inc.  
1 Lakeside Drive, Suite 215  
Oakland, CA 94612  
(510) 267-2726    FAX: (510) 839-6200

Email: dleung@sca-enviro.com; labreports99@g  
cc/3rd Party:  
PO:  
Project: F12766.01; SC VTA BLR SVY

**Bill to:**

Accounts Payable  
SCA Environmental, Inc.  
1 Lakeside Drive, Suite 215  
Oakland, CA 94612  
emuisse@sca-ic.com; pgervasio@scaeh

Requested TAT: 5 days;

Date Received: 09/19/2018

Date Logged: 09/19/2018

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)													
					1	2	3	4	5	6	7	8	9	10	11	12		
1809776-001	EXPJT-21	Solid	9/19/2018 00:00	<input type="checkbox"/>	A													

**Test Legend:**

1	8082_Soxhlet_SG_Solid	2		3		4	
5		6		7		8	
9		10		11		12	

Prepared by: Agustina Venegas

**Comments:**

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days). Hazardous samples will be returned to client or disposed of at client expense.





### WORK ORDER SUMMARY

**Client Name:** SCA ENVIRONMENTAL, INC.

**Project:** F12766.01; SC VTA BLR SVY

**Work Order:** 1809776

**Client Contact:** Dan Leung

**QC Level:** LEVEL 2

**Contact's Email:** dleung@sca-enviro.com; labreports99@gmail.com

**Comments:**

**Date Logged:** 9/19/2018

WaterTrax     WriteOn     EDF     Excel     Fax     Email     HardCopy     ThirdParty     J-flag

Lab ID	Client ID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	De-chlorinated	Collection Date & Time	TAT	Sediment Content	Hold	SubOut
1809776-001A	EXPJT-21	Solid	SW8082 (PCBs w/ Soxhlet Extraction & SG CU)	1	2OZ PJ	<input type="checkbox"/>	9/19/2018	3 days			<input type="checkbox"/>

**NOTES:** - STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.





## Sample Receipt Checklist

Client Name: **SCA Environmental, Inc.**  
 Project: **F12766.01; SC VTA BLR SVY**

Date and Time Received: **9/19/2018 13:18**  
 Date Logged: **9/19/2018**  
 Received by: **Agustina Venegas**  
 Logged by: **Agustina Venegas**

WorkOrder No: **1809776** Matrix: Solid  
 Carrier: Client Drop-In

### Chain of Custody (COC) Information

Chain of custody present?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody signed when relinquished and received?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Chain of custody agrees with sample labels?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample IDs noted by Client on COC?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Date and Time of collection noted by Client on COC?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sampler's name noted on COC?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
COC agrees with Quote?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>

### Sample Receipt Information

Custody seals intact on shipping container/cooler?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Shipping container/cooler in good condition?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Samples in proper containers/bottles?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample containers intact?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sufficient sample volume for indicated test?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

### Sample Preservation and Hold Time (HT) Information

All samples received within holding time?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
Samples Received on Ice?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Sample/Temp Blank temperature		Temp:	NA <input checked="" type="checkbox"/>
Water - VOA vials have zero headspace / no bubbles?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Sample labels checked for correct preservation?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
pH acceptable upon receipt (Metal: <2; 522: <4; 218.7: >8)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
<u>UCMR Samples:</u>			
pH tested and acceptable upon receipt (200.8: ≤2; 525.3: ≤4; 530: ≤7; 541: <3; 544: <6.5 & 7.5)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>
Free Chlorine tested and acceptable upon receipt (<0.1mg/L)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input checked="" type="checkbox"/>

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 Comments:

## **Appendix E**

### **Sample Photos September 19, 2018**

A close-up photograph of a metal joint, likely a pipe-to-plate connection. The joint is dark and shows signs of wear or corrosion. A red rectangular label with the text "EXPJT-21" is positioned at the bottom center of the image. The background is a light-colored, textured surface, possibly a metal plate or pipe. The image has a slightly grainy texture and some vertical lines, possibly from a scanning process.

EXPJT-21



A photograph of a concrete floor, possibly in a basement or utility area. The floor is light-colored and shows signs of wear, including a small white mark in the center. To the left, there is a dark, textured mat or rug. In the background, there are some pipes and a wall. A red-bordered label with the text 'CONC-22' is positioned at the bottom center of the image.

CONC-22







CONC-23



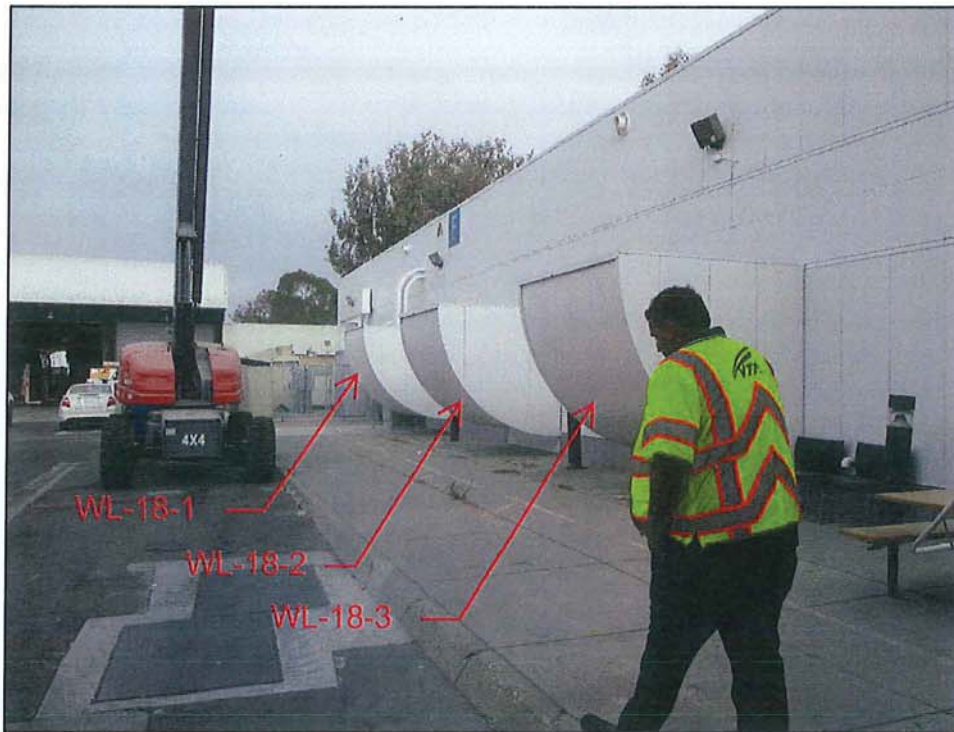
An aerial photograph of a construction site. The image shows a large, light-colored concrete slab with a central trench or channel. To the right of the slab, there is a circular feature, possibly a well or a manhole. The surrounding area is dark and appears to be a road or a different type of ground. The text 'CONC-24' is overlaid in a red box at the bottom center of the image.

CONC-24



**APPENDIX B -SITE PHOTOGRAPHS**





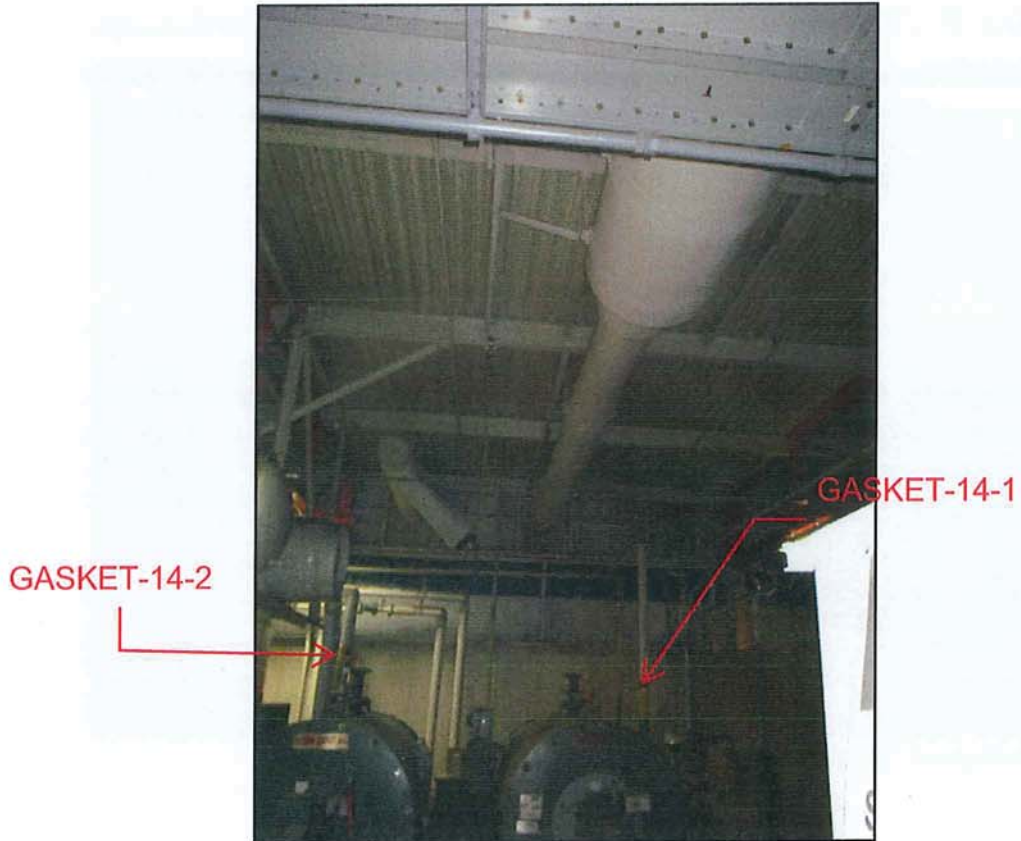
Photograph 1: Exterior Dampers



Photograph 2: Exterior Dampers: Exterior Samples WL-18-2 & WL-18-3







Photograph 3: Decommissioned Boilers- Heating Water Pipes



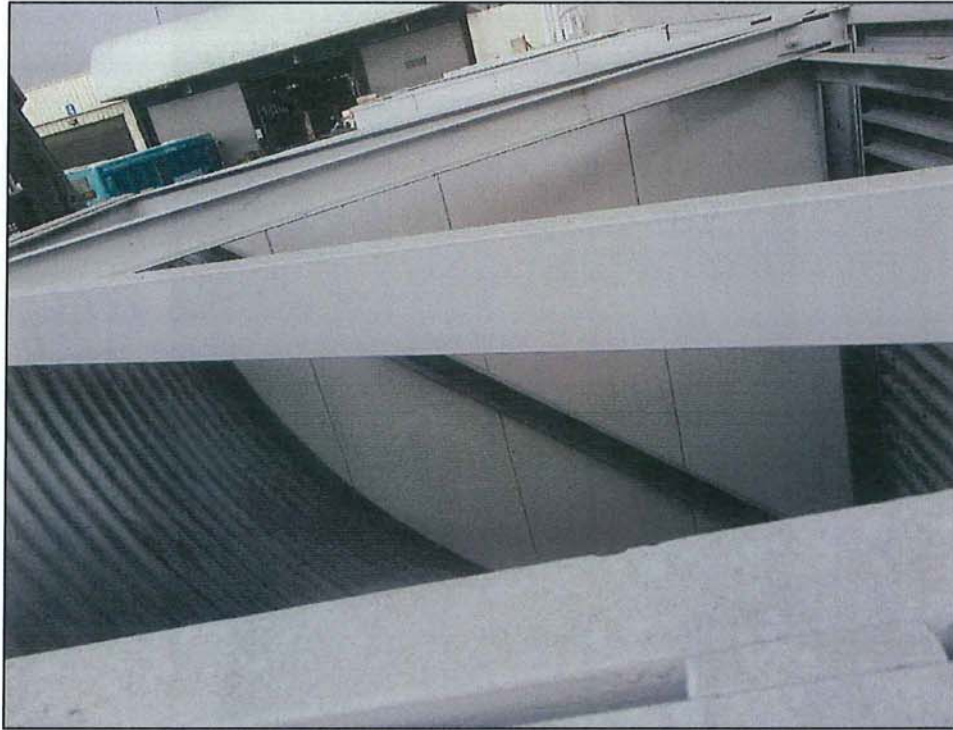
Photograph 4: Boiler Insulation Sampling

SCVTA- Cerone Bus Yard  
Bldg. F Hazardous Materials  
Survey

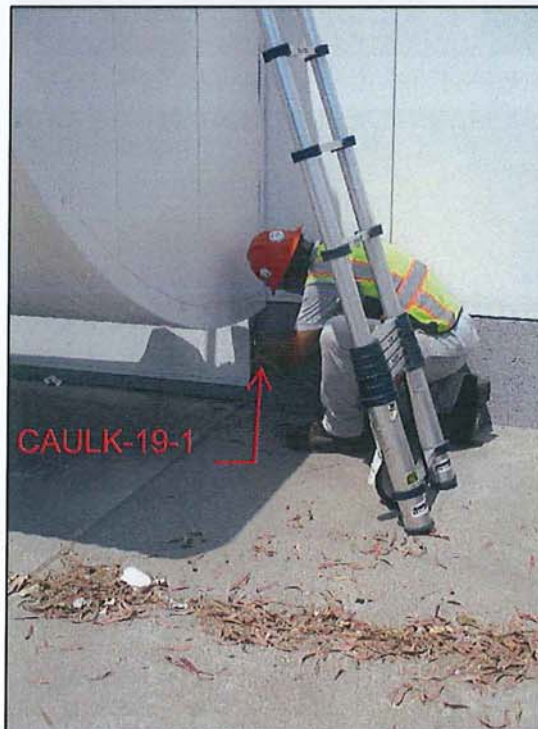
 **BURNS  
MCDONNELL**

Photographs  
July/August 2018  
Bldg. F





Photograph 5: Exterior Dampers: Interior of Damper



Photograph 6: Exterior Dampers: Exterior Samples Caulk-19

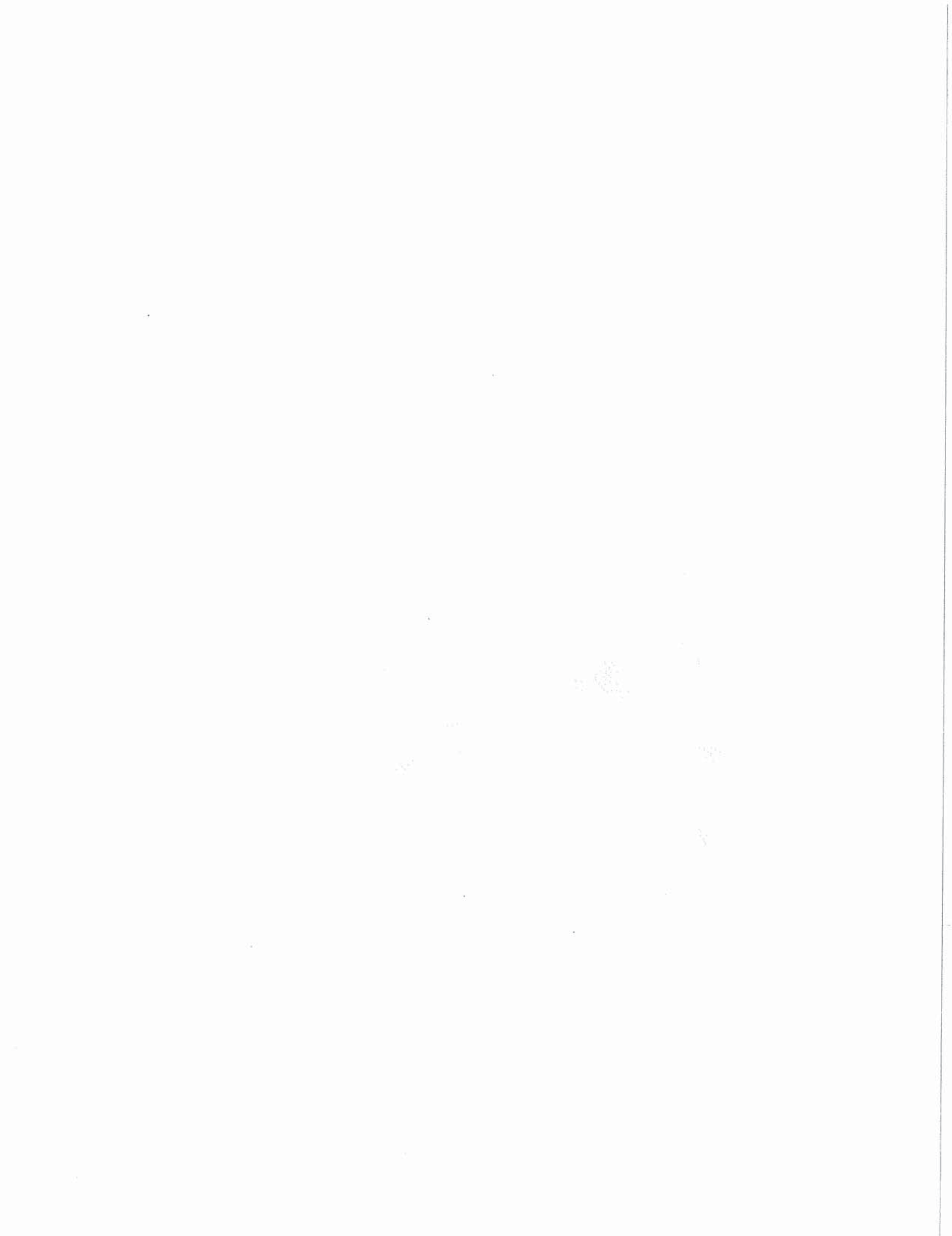




Photograph 7: Caulk -20



Photograph 8: Boiler Insulation Sampling





Photograph 9: Expansion Tanks/Piping



Photograph 10: Expansion Tanks/Brackets

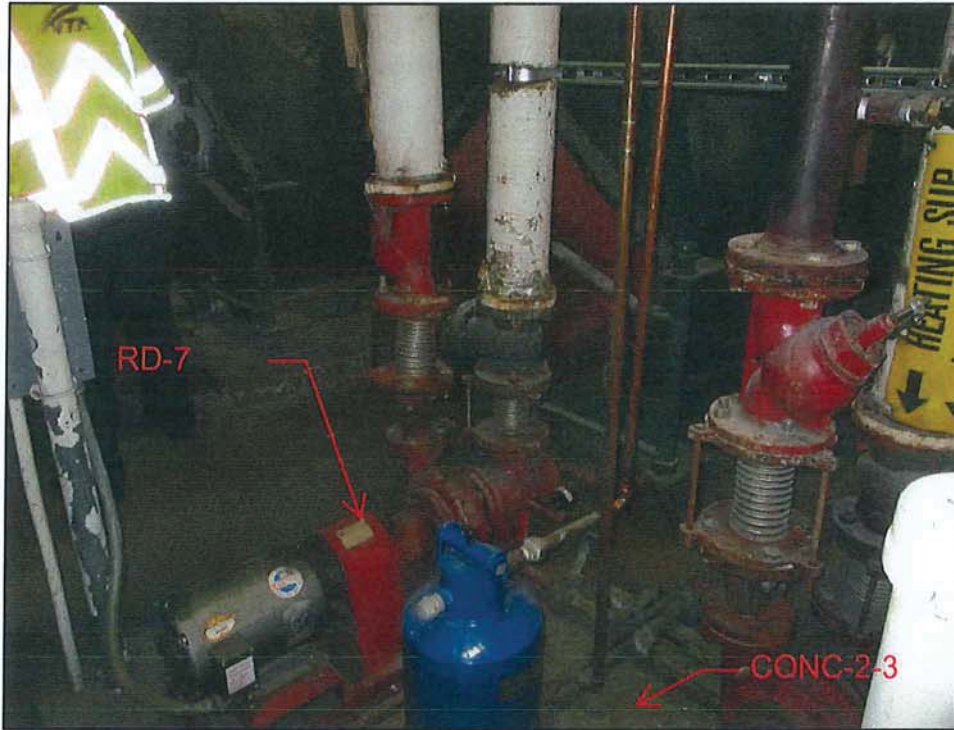
SCVTA- Cerone Bus Yard  
Bldg. F Hazardous Materials  
Survey



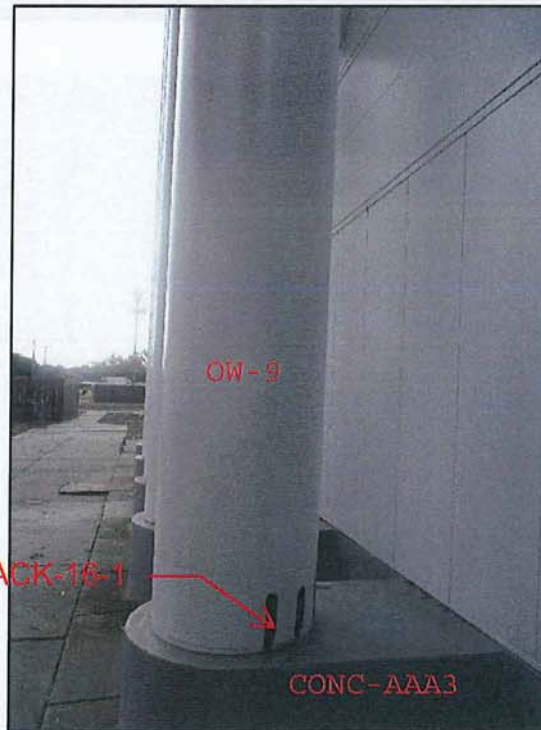
Photographs  
July/August 2018  
Bldg. F







Photograph 11: Red Paint on Boiler Pumps



Photograph 12: Boiler Outside Stack, Insulation

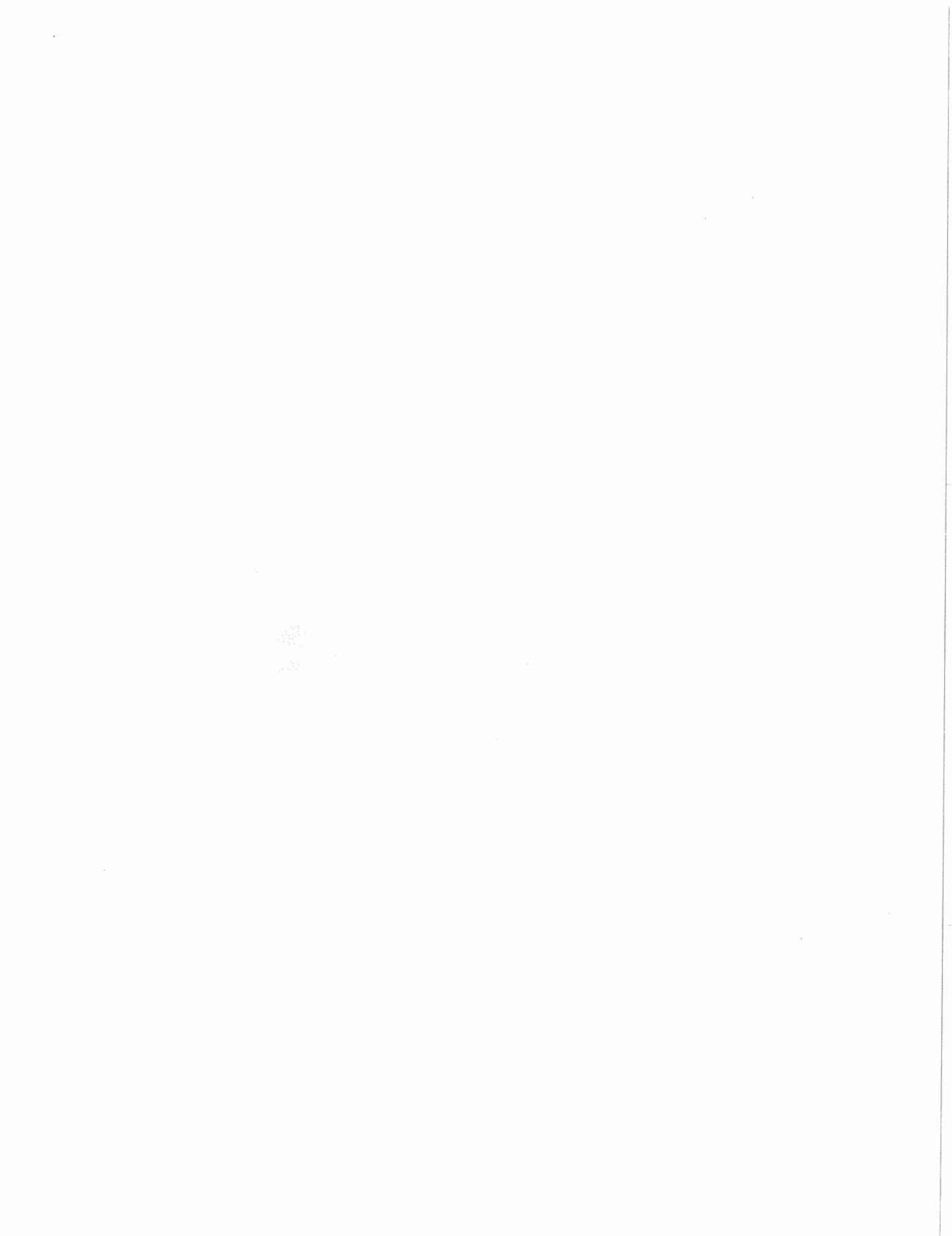


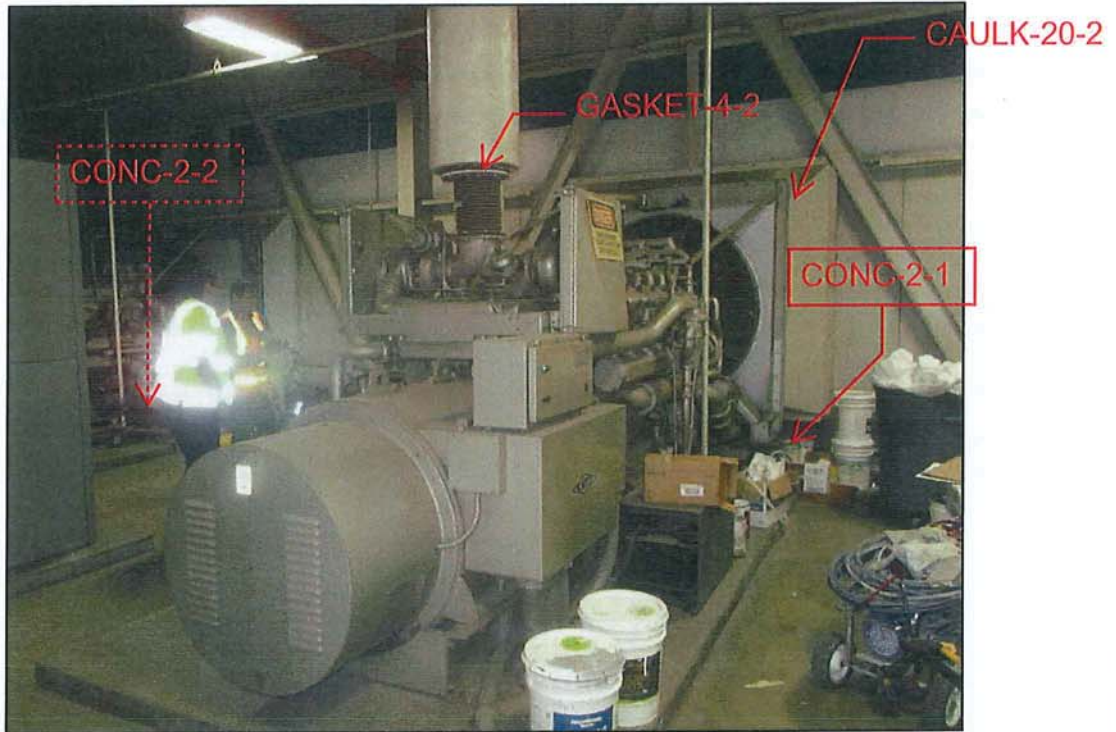


Photo 13: Generator Exhaust Manifolds

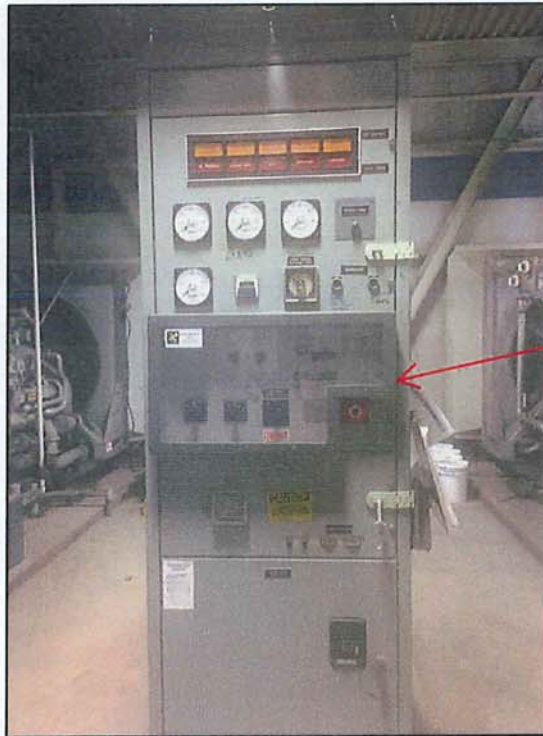


Photograph 14: Gasket-17: on Fan Assemblies of Boilers





Photograph 15: East Generator-with Exhaust Fan Assembly



EL-AAA1/  
EL-AAA2

Photograph 16: Generator Control Panel





Photo 17: Expansion Joints Caulking



Photograph 18: Boiler Gray Concrete Pads.

SCVTA- Cerone Bus Yard  
Bldg. F Hazardous Materials  
Survey



Photographs  
July/August 2018  
Bldg. F







CONC-22

Photograph 19: Gray Concrete Pads- Diesel Generators



CONC-22

CONC-23

Photograph 20: Gray Concrete Pad: Electrical Equipment

