



Contract Documents

Including:

**Notice to Contractors, Proposal and Agreement,
and Special Provisions**

for the

Humboldt Transit Authority

Fueling Facility Project

Bid Opening:

Humboldt Transit Authority

133 V Street

Eureka, California 95501

2:00 p.m. (Local Time) on November 2, 2015

This project is funded by the California State Transit Assistance Fund (STAF) Program.

Prepared by:



Engineers & Geologists

812 W. Wabash Ave.

Eureka, CA 95501-2138

707-441-8855

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**Humboldt Transit Authority
Fueling Facility Project**

City of Eureka, Humboldt County, California

Prepared For:
**Humboldt Transit Authority
133 V Street
Eureka, CA 95501**

Prepared by:



Engineers & Geologists
812 W. Wabash Ave.
Eureka, CA 95501-2138
707-441-8855

September 2015

QA/QC:MEL___

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**Humboldt Transit Authority
Fueling Facility Project
Index**

Table of Contents

Bid Cover Sheet	1
Notice to Contractors.....	3
Instructions to Bidders:	7
Work Scope	11
Bid Form.....	13
List of Subcontractors	15
Bidder’s References.....	17
Noncollusion Affidavit.....	27
Performance Bond-100%	29
Payment Bond-100%	31
Bid Bond-10%	33
Agreement.....	35
Notice to Proceed	37
Federal Transit Required Bid Provisions.....	39

**Humboldt Transit Authority
Fueling Facility Project
Index**

Special Provisions

<u>Section</u>		<u>Page No.</u>
Division 1	General Requirements	
01010	Summary of Work	01010-1
01150	Measurement and Payment	01150-1
01201	Preconstruction Meeting	01201-1
01300	Submittals	01300-1
01410	Testing and Laboratory Services	01410-1
01510	Temporary Utilities/Facilities	01510-1
01561	Site and Area Cleanup	01561-1
01570	Traffic Regulations	01570-1
01700	Project Closeout	01700-1
Division 2	Site Work	
02010	Site Conditions	02010-1
02050	Demolition and Disposal	02050-1
02102	Clearing and Grubbing	02102-1
02151	Shoring and Trench Safety	02151-1
02200	Earthwork	02200-1
02221	Trenching, Backfilling, and Compacting	02221-1
02444	Chain Link Fences and Gates	02444-1
02500	Base, Paving, and Surfacing	02500-1
02528	Concrete Sidewalks, Curbs, and Gutters	02528-1
02930	Erosion Control Measures	02930-1
Division 3	Concrete	
03100	Concrete Formwork	03100-1
03200	Concrete Reinforcement	03200-1
03300	Cast-In-Place Concrete	03300-1
Division 5	Metals	
05500	Canopy and Miscellaneous Metals	05500-1
Division 15	Mechanical	
15000	Mechanical General Provisions	15000-1
15400	Fuel Piping, Pumping, and Dispensing Systems	15400-1
15610	Aboveground Diesel Fuel Tank and Appurtenances	15610-1

**Humboldt Transit Authority
Fueling Facility Project
Index**

Division 16 Electrical

16000	Electrical General Provisions	16001-1
16050	Basic Materials and Methods	16050-1
16402	Underground Electric Service	16402-1

Appendices

- A. Disposal Site Agreement
- B. Submittal Review Request Form
- C. City of Eureka Sidewalk Resolutions No. 6219 & 6420
- D. Project Plans (Separately Bound)

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Bid Cover Sheet

Project Name: Humboldt Transit Authority–Fueling Facility Project

Project Type: Purchase and Construct

Ownership: Public Agency

Location: HTA, 133 V Street, Eureka, California

Pre-Qualifications for Bidders: Pre-Bid Site Walk (October 13, 2015)

License Type Required: A, B General Contractor

Project Contact: Greg Pratt, General Manager, HTA; Patrick Barsanti, SHN

Advertise Date: September 25, 26, and 27, 2015

Bid Due Date: November 2, 2015

Project Duration: 145 DAYS

Liquidated Damages: Applicable, refer to Page 26

Bid Bond Percentage: 10%

Cost of Project Plans/Specifications: \$40 (hard copy w/full size plans)

A pdf of the Plans and Specifications can be sent to you electronically upon request, and are available at the Humboldt Builders' Exchange, 624 C Street Eureka, California 95501.

Pre-Construction Meeting:

Date: November 26, 2015

Location: HTA, 133 V Street, Eureka, California 95501

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Notice to Contractors

HTA-Fueling Facility Project

The Humboldt Transit Authority (HTA) is soliciting Bids for **purchase and construction of a new diesel fueling facility and entry way, at the project site located at HTA 133 V Street, Eureka, California.** The work to be performed in general includes the following: Construction of a new entry way into the fueling facility, including concrete sidewalks in accordance with "American Disability Standard ADA" (ensuring that the maximum slope is not greater than 2% in all directions); installation of a new motorized double gate system; installation of a new aboveground fuel tank, pumping, piping, electrical, and dispensing systems; installation of a new canopy over the fueling dispensers; excavation for the new tank and canopy footings; installation of 2 new ADA parking spaces; and installation of aggregate base, concrete, asphalt, and such other items in accordance with project Plans and Special Provisions. Installation of curb/gutter/new sidewalk will be completed in accordance with Project Plans and Special Provisions. Curb/gutters shall conform to existing surface drainage paths as required by the City of Eureka. Bids shall be a combination of lump sum and unit prices.

Bids must be received in the office of HTA at 133 V Street, Eureka, California 95501 by November 2, 2015, at 2:00 p.m., local time. All Bids must be received in a sealed envelope and contain the Bid number, Bid title, and opening date and time. If your Bid is sent by an overnight courier, there must be an internal envelope that contains the required information.

This **Invitation to Bid** has been distributed by the Humboldt Transit Authority (HTA) and by third parties. HTA may not know that you are planning to respond to this Invitation to Bid, and may not have your firm's name, telephone, and/or fax number. If changes to this Invitation to Bid arise, and an addendum is issued, you will be responsible for obtaining that additional information and for confirming that you understand the changes. In order to be certain that you are listed as a "Registered Bidder" that will be advised of any changes, please complete the attached "Registered Bidder Information Sheet," and fax to Patrick Barsanti (SHN) at 707-441-8877 before you prepare and send your bid.

It is the responsibility of the Bidder to see that any Bid submitted shall have sufficient time to be received by the HTA office prior to the opening time. The receiving time in the HTA office will be the governing time for acceptability of bids.

Prevailing Wages: Labor/installation costs shall include the payment of prevailing wages. All contractors and subcontractors shall possess appropriate contractor's license for their trade at the time of Contract award.

This is a public works project pursuant to Sections 1770 and 1773 of the Labor Code of the State of California. Humboldt Transit Authority has ascertained that prevailing wages are applicable to all labor, installation, and Contract work to be performed and are available at the State of California, Department of Industrial Relations website <http://www.dir.ca.gov/DLSR/PWD/index.htm>. Contractor shall pay not less than the prevailing rate of wages.

Employment of Apprentice Labor: Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, whose regulations shall govern the employment of apprentices on the Work. Compliance with said section shall be the responsibility of the Contractor.

Payroll Records: Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars \$25.00 per day or portion thereof for each worker may be assessed for non-compliance with this section. Contractor shall forward to HTA a certified copy of each payroll record within 10 working days after the close of each payroll period. An additional 10% retention may be withheld from any payment due for failure to provide same.

Pay Rates and Meetings: All work performed on holidays and overtime shall be at the rate of time and one-half. A Pre-Bid site walk will be held. Also, a Pre-Construction meeting will be held with the successful bidder.

Completion Date: All Contract work on the HTA Fueling Facility Project must be completed within 145 calendar days from the notice to proceed, unless an extension is approved by the Engineer.

BIDS WILL NOT BE ACCEPTED BY TELEPHONE OR FACSIMILE MACHINE.

Sealed Bids Received: A bid that contains a mistake may not be responsive for the solicitation document. As a result, the Bidder may have the opportunity to withdraw its bids without forfeiting its bid bond.

Before rejecting the lowest bid on the basis that the Bidder is not responsive, HTA's legal counsel will be consulted to ensure that both substantive and procedural legal requirements have been met.

Responsiveness of Bidders: Before a public entity may reject a low monetary bid as non-responsive, it must provide notice and an opportunity for the Bidder to be heard. HTA will notify the low monetary bidder of evidence reflective upon it, received from others, or determined as a result of independent investigation, affording an opportunity to rebut such adverse evidence and permit the Bidder to present evidence that qualifies its performance under this Contract.

HTA reserves the right to reject any and all bids or to waive any defects or irregularities in bidding in accordance with applicable law.

Addenda: Public Contract Code Section 4104.5 requires a 72-hour time extension for the Bid opening if an addendum or addition, deletion or material change is issued within 72 hours of bid opening. Material change is defined as a change having substantial cost impact on the total bid.

Late bids shall be returned to the Bidder unopened.

Retention: Within 60 days after the date of completion of the Work, the retention withheld by the public entity shall be released. In the event of a dispute between the public entity and the original contractor, the public entity may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

The original contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

Bidders must submit one (1) original signature unbound copy and three (3) bound copies of their Bid.

During the Bidding process, all correspondence and verbal contact shall be directed to:

Patrick Barsanti
SHN Engineers & Geologists
812 W. Wabash Ave.
Eureka, CA 95501-2138

Phone: 707-441-8855
Fax: 707-441-8877
email: pbarsanti@shn-engr.com

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Instructions to Bidders:

All bidders must complete and submit the following items at the time of Bid Submittal. Failure to do so will result in a Bid not being considered:

Bid Form Page 13

Original Bid Signature and Information Page 14

Bidders References Page 17

Registered Bidder Information Sheet-**OPTIONAL** Page 25

Noncollusion Affidavit Page 27

The following items must be submitted by the Contractor to HTA within ten (10) working days of the Contract Agreement execution:

Bidders List of Subcontractors Page 15

Performance Bond-100% Pages 29-30

Payment Bond-100% Pages 31-32

Bid Bond-10% Page 33-43

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1. Preparation of Bid Form

To receive consideration, bids must be submitted on the prescribed form. All blank spaces for bid process or any other sums of money must be filled in, stating the amounts with unit prices and totals. Prices shall be printed in ink or typewritten. The signatures of all persons signing shall be in longhand. The completed bid form should be without alterations or erasures. Any mistake must be crossed out with the correction printed adjacent, and initialed in ink by the Bidder or explained over his/her signature.

All bids must be received in sealed envelopes that are labeled externally with the name of the Bidder, his/her address, and the name and bid number for the work submitted. It is the sole responsibility of the Bidder to see that his/her bid is received by the specified time and due date. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

Each Bidder shall carefully review the project Plans, Special Provisions, and these Contract Documents, and familiarize themselves with the site of the proposed work, to become fully informed as to the existing conditions and limitations that may affect the execution of the Work under the Contract that they shall include in their bid price. The failure or omission of any Bidder to review and examine the Bid documentation and/or site conditions shall not relieve him/her from any obligation imposed by this Bid or by the Contract.

It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantities of work to be performed and materials to be furnished; and as to the requirements of the project and the Contract. It is mutually agreed that submission of a Bid shall be considered prima-facie evidence that the Bidder has made such examination.

Bids must be firm for ninety (90) calendar days after the date of opening, or until a Contract is awarded and executed whichever is earlier.

2. Withdrawal of Bids

A Bidder may, without prejudice to itself, withdraw its Bid by telegraphic or written request received at the place of opening prior to closing time of receipts of Bids.

3. Qualifications of Bidders

Before a Bid is considered for award, the Owner/HTA may require the Bidder to submit a statement of facts in detail as to its business and technical organization and or financial resources. The Owner/HTA reserves the right to reject any Bid if it determines that the Bidder lacks successful experience with similar type work, business, technical organization, equipment, or financial standing; has a prior reputation for poor workmanship; or has had other difficulties with other owners or municipalities that justify such rejection.

4. Award of Contract

The Contract will be awarded to the qualified Bidder submitting an acceptable Bid that will result in the lowest cost, based upon the lowest Total Bid for the Work, providing the Bid is reasonable and it is in the interest of the Owner/HTA to accept it.

The Owner/HTA reserves the right, based on consideration of all factors involved, to reject any or all Bids and to waive any informalities in Bids received at Owner's sole option and discretion.

Such award, if made, will be within 90 calendar days after the opening of the Bids. A Notice of Award will be sent to the successful Bidder.

It is the intention of the Owner/HTA to award the Contract in November of 2015, subject to HTA Board ratification at which time the Owner/HTA will issue a Notice to Proceed.

Work shall commence within ten (10) working days after the Notice to Proceed has been issued (unless an extension is agreed upon by HTA), and shall be executed at a rate that shall ensure its completion within the time specified.

5. Agreement, Bonds, and Insurance Certificates

The form of agreement, which the successful Bidder, as Contractor, will be required to execute, and the general form of the bonds and insurance certificates, which the Contractor will be required to furnish at the time of execution of the agreement, are included in the Bid Documents and should be carefully examined by the Bidder. The Agreement and bonds will be executed in triplicate originals.

6. Registration of Contractors

Bidders shall be licensed in accordance with the provisions of Chapter 9 of Division 3 of the California Business and Professions Code. The Bid shall indicate the number and date of expiration of such license. Any Bid not containing such license number and date of expiration will be rejected.

7. Designation of Subcontractors

All subcontractors doing work in excess of one-half of one percent (1/2%) of the total bid amount shall be designated on the blank form contained within this document.

Work Scope

The project site location is 133 V Street, Eureka, California

The following is a summary of the project work scope:

- 1) Mobilization and demobilization
- 2) Demolition of a portion of the sidewalk, existing entryway, existing ADA parking area, chain link fencing and gate system, and a portion of the landscaping; and relocation of the accounting shed, including extending the electrical connection and cables
- 3) Installation of a new driveway; transition sections, and ADA sidewalk and parking area; curb and gutter, and landscaping area. Project will include installing base materials, asphalt, and concrete; and painting for curbs
- 4) Installation of footings for new 15,000-gallon aboveground storage tank (AST), and footings for the canopy over the fueling island; and construction of the dispenser islands, bollards, and protection around the canopy posts
- 5) Installation of a new 60-foot by 44-foot canopy over the fueling island, with lighting, electrical, and appurtenances
- 6) Installation of a new 15,000-gallon diesel AST with appurtenances (such as, tank fittings, remote fill system, vents, pumps, valves, piping, and supports), and electrical and controls within conduit, all explosion proof and sealed (HTA to purchase AST)
- 7) Installation of two (2) new fueling dispensers, retractable curb hose systems, nozzles, and appurtenances
- 8) Installation of chain link fencing, and a chain link double electric gate on rollers, including key pad; gate motors, sensors, and controls; and rollers and drive systems with appurtenances
- 9) Installation of the electrical conduits, wiring, control systems components; and connection to new and existing electrical systems, including connections to the gate motors, fuel pumps, dispensers, relocated card lock (Fuel Master), and the canopy lighting system.
- 10) Cleanup and disposal of debris and miscellaneous items.

Notes:

1. A cultural monitoring and inadvertent discovery plan will be implemented during excavation activities.
2. Portions of this project are "design-build." See Note 9 on Sheet C-1.

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Bid Form

The undersigned agrees to sell and install, FOB destination, to the Humboldt Transit Authority, 133 V Street, Eureka, California 95501 the goods and services specified in accordance with the Invitation to Bid. I/We have stated herein the price at which we will accept as full payment the amount shown below.

All Bidders **MUST** calculate California Sales/Use Tax at the current rate in effect in Humboldt County as noted below. HTA is obligated to pay all applicable taxes imposed in the county of receipt either to the supplier or directly to the state in form of a sales tax (on the transfer of tangible personal property) of a use tax (on the storage, use or other consumption in California) of same.

Bid Item No.	Item	Unit Price	Total Price
1	Mobilization and Demobilization (5% of total Bid)	LS	
2	Demolition of sidewalks, driveway, fencing, and landscaping; and relocation of accounting shed and electrical connections. Includes traffic control and construction survey.	LS	
3	Installation of a new driveway, ADA accessible sidewalk, transition sections, ADA accessible parking pad, curb and gutter, and landscaping. Project will include installing base materials, asphalt, and concrete; and pavement markings and curb stops, signage, and painting for curbs.	LS	
4	Installation of footings for new 15,000-gallon aboveground storage tank (AST), and footings for the canopy over the fueling island; and construction of the dispenser islands, bollards, and protection around the canopy posts.	LS	
5	Installation of a new 60-foot by 44-foot canopy over the fueling island (15 feet clear height), with lighting, electrical, and appurtenances.	LS	
6	Installation of a new 15,000-gallon diesel AST with appurtenances (such as, tank fittings, remote fill system, vents, pumps, valves, piping, and supports), and electrical and controls within conduit, all explosion proof and sealed. (Tank is to be purchased by HTA.)	LS	
7	Installation of the fueling dispensers, curb hoses and retractors, nozzles, fittings, and appurtenances	LS	
8	Installation of chain link fencing, and a chain link double electric gate on rollers, including key pad; gate motors, sensors, and controls; and rollers and drive systems with appurtenances	LS	
9	Installation of the electrical conduits, wiring, control system components, and connection into the new and existing electrical systems, including connections to the gate motors, fuel pumps, dispensers, relocated card lock (Fuel Master), and the canopy lighting system.	LS	
10	Cleanup and disposal of debris and miscellaneous items	LS	
	Product Subtotal		
	Exact Freight Charges		
	Product and Delivery Total		
	Humboldt Co. Sales Tax		
	TOTAL AMOUNT OF BID:		

Note: Contract award will be made to the responsive, responsible low Bidder as determined by the Total Base Bid.

It is further agreed that:

- (a) In case of a discrepancy between words and figures, the words shall prevail, and in the case of a discrepancy between unit prices and totals, the unit price shall prevail.
- (b) The Owner/HTA reserves the right to eliminate any section of this Invitation to Bid from the Contract without claim of the Contractor for profits lost.
- (c) No verbal agreement of conversation with any officer, agent, or employee of the Owner/HTA, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this Invitation to Bid.
- (d) The Owner/HTA will not be responsible for any errors or omission on the part of the undersigned in making up his/her Bid, nor will the Bidder be released on account of errors.
- (e) The undersigned Bidder is properly licensed in accordance with the State of California Act providing for the registration of Contractors.
- (f) If the Bid shall be accepted and the undersigned shall fail to Contract as aforesaid and to deliver the 100% Performance and Payment Bonds with surety satisfactory to the Owner/HTA, within TEN (10) WORKING DAYS after the Bidder has received notice from the Owner/HTA that the Contract is ready for signature, the Owner/HTA may, at its option, determine that the Bidder has abandoned the Contract, and thereafter this Bid and the acceptance thereof shall be null and void, and the forfeiture provisions relating to such bid security shall be the property of the Owner/HTA.
- (g) The undersigned Bidder certifies that he/she has confirmed that the proposed form of Contract, and the Plans and Special Provisions are complete.

Respectfully submitted:

Signature

Title

Address

License Number

Date

SEAL (if Bid is by a corporation)

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Bidder's References

List and fully describe three contracts performed by your firm that demonstrate your ability to provide the supplies, equipment, or services included in the scope of this bid specification. Attach additional pages if required. The Humboldt Transit Authority reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference: No. 1

Customer Name: _____

Individual Contact _____

Phone Number: _____ Fax No. _____

Address: _____ City, State, Zip _____

Contract Amount: _____ Year: _____

Description of Equipment, supplies, or services provided: _____

Reference: No. 2

Customer Name: _____

Individual Contact: _____

Phone Number: _____ FAX No. _____

Address: _____ City, State, Zip _____

Contract Amount: _____ Year: _____

Description of Equipment, supplies or services provided: _____

Reference: No. 3

Customer Name: _____

Individual Contact: _____

Phone Number: _____ FAX No. _____

Address: _____ City, State, Zip _____

Contract Amount: _____ Year: _____

Description of Equipment, supplies or services provided: _____

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General Terms and Conditions

- **Issuance of Bid:** This bid request creates no obligation on the part of HTA, and HTA reserves the unconditional right, at its option, to either reject all bids or waive any irregularities or informalities therein.
- **Bid Submission:** Bids must be completed on bid forms provided herein, completed and signed, in a sealed envelope showing on the outside of the envelope the Bid number, Bid title, and opening date and time. Prices shall be printed **in ink** or typewritten. **NO** erasures are permitted: Mistakes may be crossed out with the correction printed adjacent and **initialed in ink** by the person signing the Bid.
- **Bid Validity Withdrawal:** Prices shall remain valid for ninety (90) days from the date of the opening and be inclusive. Bids submitted may be withdrawn by telegraphic or written request received **BEFORE the hour set for opening. No Bidder may withdraw their bid after the time set for opening.**
- **Acceptable Substitution of Subcontractor:** If after due investigation, HTA has reasonable objection to any proposed subcontractor, HTA may before giving notice of award, request the apparent successful Bidder to submit an acceptable substitute subcontractor without an increase in bid price.
- **Contract Bonds:** Before execution of the Contract by HTA, the Bidder shall file surety bonds with HTA in the amounts and for the purposes listed below. The Payment Bond (Materials and Labor Bond) shall be for not less than 100% of the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The bond shall be maintained by the Contractor in full force and effect until the work is accepted by HTA, and until all claims for material and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall be for 100% of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in a manner satisfactory to HTA, and that all materials and workmanship shall be free from original or developed defects. The bond must remain in effect until the end of the warranty period. If any bond becomes insufficient, the Contractor shall renew the bond within 10 days after receiving notice from HTA. Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or surety from its obligations.
- **Return of Bid Guarantees:** Within 10 working days after bid award, HTA will return (other than bid bonds) the Bid guarantees accompanying the Bid for Bidders not considered in making the award.

All other bid guarantees will be held until the Contract has been fully executed, after which they will be returned to the responsible Bidders.

In the event a Bidder fails to execute a Contract in accordance with its bid, the amount of the Bidder's security is forfeited to the public entity (Public Contract Code Section 20172).

- **Inspections:** The work contracted for by HTA is subject to inspection and approval by the project Engineer, SHN Engineers & Geologists. Any work done without proper inspection will be subject to rejection. The Contractor shall provide every responsible facility for ascertaining that the materials and workmanship are in accordance with the Special Provisions. The Contractor shall notify the Engineer before Noon of the working day before inspection is required.

- **Conflict of Interest:** Bidder agrees that to their knowledge no board member, officer or employee of HTA has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than HTA, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) on Title 9, Chapter 7 (commencing with Section 87100) of the Government Code of the State of California.
- **Quantity Adjustment:** When applicable, it is mutually accepted that the quantities defined in this document reflect the approximate HTA requirements and may be adjusted. HTA may require and order, or reorder more than the quantity listed here by mutual agreement with the vendor.
- **Compliance with Laws:** All bids shall comply with current federal, state, and local laws including applicable federal and state occupational safety and health laws and the Contractor will indemnify and hold HTA harmless for failure to conform.
- **New/Unused Latest Model:** Bidders shall provide pricing on new and unused items, material and/or units specified unless otherwise stated in the Special Provisions.
- **Warranties:** Bidder shall fully warrant all materials and equipment for a period of not less than one (1) year from the date of acceptance by HTA. All warranties, standard and extended, shall be shown on any unit offered, and all costs related to the servicing of said warranties shall be clearly stated on the Bid form.
- **Delivery and Shipping Charges:** All prices shall be quoted FOB destination, to the Humboldt Transit Authority, 133 V Street, Eureka, California 95501. Any and all shipping, handling, and freight charges shall be indicated separately unless otherwise indicated on the Bid Form.
- **Cancellation:** The responder may not withdraw bid after the date and time of bid closing.
- **Time of Completion:** The period of purchase and installation shall not exceed 120 calendar days from the date of the Notice to Proceed.
- **Laws Governing Contract:** The Contract shall be in accordance with the laws of the State of California and the State of California is the only appropriate venue for litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may deem reasonable for attorney's fees and costs.
- **Sell or Assign:** Contractor shall not have the right to sell, assign, or transfer any obligations resulting from award without the expressed written consent of HTA.
- **Award:** Contracts shall be awarded to the Bidder whose offer is determined to be the most advantageous to HTA from the standpoint of suitability to purpose, quality, service, previous experience, references, price, and ability to deliver. Award will not be determined by price alone. HTA will issue a Notice of Award to the successful Bidder.
- **Right-of-Way Permits:** The Contractor will be responsible for obtaining any encroachment/right-of-way approval.
- **Invoicing and Payment:** The successful Bidder will invoice HTA for each delivery. Invoices shall have unique invoice numbers and shall show delivery dates, location, quantities, and

packing slip numbers. Invoices shall also prominently display the HTA Invitation to Bid number. The purchasing agency shall make payment on all correct invoices within 30 days of receipt of correct invoice unless otherwise agreed in writing.

- **Exceptions:** Bid must comply in all material respects with this Invitation for Bid. Any exception taken to the provisions of the Invitation to Bid may result in the Bid being rejected as non-responsive. No form provisions of any Bidder will be considered as part of the Bid. HTA Bid Documents take precedence over the Contractor's terms and conditions of sale.
- **Termination for Failure to Deliver Product within Required Time Specified:** Failure of a Contractor to deliver acceptable material within the time specified or within reasonable time as interpreted by HTA, will constitute authority for HTA to cancel the Contract. On all such purchases, the Contractor agrees to reimburse the purchasing authority promptly for excess cost occasioned by such purchases. HTA reserves the right to remove from mailing lists for future bids for an in-determined period, the name of any Bidder for failure to accept Contract, or the name of any Contractor for unsatisfactory performance.
- **Nonrestrictive Clauses:** Wherever brand, manufacturer, or product names are indicated in the Special Provisions, they are included for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term **OR APPROVED EQUAL is considered to follow**. The decision of the approved equal will be rendered by HTA.
- **Brand Names:** It should be understood that specifying a brand name, components, and/or equipment in the Special Provisions shall not relieve the supplier from their responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying HTA of any inappropriate brand name, component, and/or equipment that may be called for in the Special Provisions, and to propose a suitable substitute for consideration.
- **Insurance:** this agreement requires liability insurance coverage of the following types and with not less than the following limits of liability:

General Aggregate Liability	\$2,000,000
Liability per Occurrence	\$1,000,000
Excess/Umbrella Liability	\$5,000,000
Automobile	\$1,000,000

Within 10 working days of the Contractor receiving the Notice of Award, Contractor will be required by HTA to provide a Certificate of Insurance evidencing the above coverage requirements.

As required by Section 1860 of the California Labor Code, the Contractor shall secure the payment of Worker's Compensation to their employees in accordance with the provisions of Section 3700 of the California Labor Code.

- **Bid Bond:** Each Bidder must submit a cashier's certified check or a Bidder's bond in an amount equal to 10% of the total amount of the Bid.
- **Performance Bond:** The Contractor to whom the Contract is awarded is required to furnish a Performance Bond and a labor and materials bond (Payment Bond) guaranteeing faithful performance and payment of all debts related to this Contract.

- **California Debarred Contractors and Subcontractors (June 2000):** Section 1720 et seq. of the Labor Code and Section 6109 of the Public Contract Code apply to the Contract, and **each** potential contractor and subcontractor is responsible to be in full compliance with those laws.

If a potential contractor or subcontractor has been found by the California Labor Commissioner to be in violation of **Section 1720** et seq. of the Labor Code, in accordance with Section 1777.1 of the Labor Code the potential contractor shall be ineligible to bid or be awarded a Contract or to perform work on any public works project. In accordance with Section 6109 of Public Contract Code, any subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work on any public works project.

Pursuant to Section 6201 (b) of the Public Contract Code, any Contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any HTA money for performing work as a subcontractor on an HTA public works contract, and HTA money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to HTA. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the HTA project.

- **Minority Business Opportunity:** HTA, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such act, hereby notified all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Similarly, all women owned business enterprises are encouraged to submit bids in response to this invitation for consideration of an award.
- **Additions, Deletions, or Revisions:** HTA may order additions, deletions, or revisions in the work that shall be authorized in a written change order. Circumstances may occur where Contractor may need to apply for a change in the Contract. Such changes may be applied for in writing in advance by the Contractor and approved prior to doing any additional work. Changes in Contract price due to change orders shall be established either by 1) unit price, or 2) based on actual cost of the work plus 15% for overhead/profit or by mutual acceptance of a lump sum.
- **Liquidated Damages:** Time is of the essence in this Contract. In case all the work called for under the Contract is not completed before or upon the time limit set forth in the Special Provisions, damage will be sustained by HTA. It is, and will be, impractical to determine the actual damage that HTA will sustain in the event of and by the reason of such delays; and it is, therefore, agreed that pursuant to Government Code Section 53069.85, the Contractor will pay HTA the sum of \$500 for each and every working day that the project is delayed beyond the 145 working days stipulated, subject to extensions granted thereto in writing. The Contractor agrees to pay such liquidated damages herein provided and, in case the same are not paid, agrees that the agency may deduct the amount from any money due or to become due the Contractor under the Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time indicated and the Special Provisions caused by natural and unavoidable catastrophe, the public enemy, fire, floods, epidemic quarantine restrictions, strikes, labor disputes, shortage of material and freight embargoes, or other causes beyond their reasonable control, provided that the Contractor shall notify HTA in writing of the causes of delay within 15 days from the beginning of any such delay. The Contract Administrator shall ascertain the facts and extent of the delay, and their findings shall be final and conclusive. Contractor has the burden of proof that the delay was beyond their control.

- **Ownership of Reports and Documents:** Originals of all documents pertaining to the work performed under this Contract shall become the property of HTA. Copies may be made for the Contractor's records but shall not be furnished to others without written authorization from HTA.
- **Indemnity:** Contractor shall indemnify, defend, and hold HTA, its agents, officers, and employees free and harmless from and against all claims, damages, costs, fines, penalties, liabilities, or obligations of whatsoever kind, including but not limited to damage or destruction of property and injury or death of person(s), resulting from or connected with Contractor's performance hereunder or any default by Contractor or breach of its obligations hereunder.
- **Covenant Against Contingent Fees and Gratuities:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees for bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, HTA shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price of consideration, or otherwise recover, the full amount of such compensation, percentage, brokerage, or contingent fee.
- **Notice to Proceed:** Following all required approvals, a "Notice to Proceed" shall be issued by the office of the HTA. No work or expenses shall be incurred prior to receipt of the "Notice to Proceed."

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Registered Bidder Information Sheet

To stay informed of any changes to this Invitation to Bid you must:

1. Complete this form. (Print or type your information.)
2. Fax completed sheet to SHN at 707-441-8877.
3. Check the method used to secure this bid package:
 Mail Email Fax Pick-Up

(Please Type or Print)

Company Name

Signature of Authorized Rep.

Address

Name and Title

City, State, and Zip Code

Email Address

Telephone Number

Fax Number

Web Page

Date

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Noncollusion Affidavit

**(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)**

To the Humboldt Transit Authority, County of Humboldt

In accordance with Title 23 United States Code Section 112 and Public Contracts Code 7106, the Bidder declares that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price, or that of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE:

The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may be subject the certifier to criminal prosecution.

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Performance Bond-100%

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, HUMBOLDT TRANSIT AUTHORITY, County of Humboldt, State of California, by motion passed _____, 2015, has awarded to

Hereinafter designated as the "Principal," a Contract for purchase and installation of the new Fueling Facility Project, and amenities.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW THEREFORE, we, _____, and

_____, as Surety, are held and firmly bound unto the Humboldt Transit Authority, hereinafter called the "Owner" or "HTA," in the penal sum of _____ Dollars (\$_____) lawful money of the United State of America, for which sum well and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that if the hereby bounden Principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

FURTHER, THE SAID SURETY, FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the Contract Documents or of work to be performed there under.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety herein named, on the _____ day of _____, affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By

Title

Surety

By

Address of Surety

Payment Bond-100%

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, HUMBOLDT TRANSIT AUTHORITY, County of Humboldt, State of California, by motion passed _____, _____, has awarded to

_____ Hereinafter designated as the "Principal," a Contract for the purchase and installation of the Fueling Facility Project, and amenities.

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, providing that is said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereof of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW THEREFORE, we, _____ as Principal, and _____, as Surety, are held and firmly bound unto Humboldt Transit Authority, hereinafter called the "Owner" or "HTA," to the penal sum of _____ Dollars (\$_____) 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 said Principal, its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in the State of California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and its subcontractors pursuant to the Revenue and Taxation Code with respect to such work and labor as required by the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the Court, awarded and taxed as in the above-mentioned statutes provided.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed there under, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the Contract Documents or of work to be performed hereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety herein named, on the _____ day of _____, affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By

Title

Surety

By

Address of Surety

Bid Bond-10%

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

_____, as Principal

and _____, as Surety, are hereby held and firmly bound unto Humboldt Transit Authority, as Owner, in the penal sum of _____ of the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 20 ____.

The Condition of the above obligation is such that whereas the Principal has submitted to Humboldt Transit Authority a certain bid, attached hereto, and hereby made a part hereof to enter into a Contract in writing, for the purchase and installation the Fueling Facility Project, and amenities, as specified herein.

NOW THEREFORE,

- (a) If said bid shall be rejected; or
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his/her faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner/HTA may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

By

Title

Surety

By

Address of Surety

Agreement

THIS AGREEMENT made and entered into this _____ day of _____, in the year _____, by and between Humboldt Transit Authority under and by virtue of the laws of the State of California, hereinafter designated as the "Owner" or "HTA" and party of the first part, and _____, hereinafter designated as the Contractor and party of the second part,

WITNESSETH: That the parties hereto have mutually covenanted and agreed and by these presents do covenant and agree with each other as follows:

Article 1

The Contract documents for the project described in the Humboldt Transit Authority–Fueling Facility Project, which consists of the Invitation for Bids, Bid, and Contract Forms, General Conditions, and Special Provisions and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents. All of the provisions of said Contract Documents are hereby incorporated in and made part of this Agreement as truly as if fully set forth herein.

Article 2

For and in consideration of the payments and agreements to be made and performed by the Owner/HTA, as set forth in said Bid Documents, that the Contractor agrees with the Owner/HTA to complete the installation and construction including all appurtenances for which Award of Contract was made, to furnish at his/her own proper cost and expense all tools, equipment, services, labor, and materials necessary therefore, and to do everything required by said Contract Documents.

Article 3

For furnishing all said services, materials, tools, and equipment; maintaining all necessary licenses; furnishing and removing all structures; and doing all work contemplated and embraced in this Agreement; also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance from any action of the elements from any unforeseen difficulties that may arise or be encountered in the execution of the work; and for all other risks of any description connected with the work; except such as in said Bid Documents are expressly stipulated to be borne by the Owner/HTA; and for well and faithfully completed the work and the whole thereof within the stipulated time and in the manner shown and described in said documents and in accordance with the requirements as specified, the Owner/HTA shall pay and the Contractor shall receive in full compensation therefore the prices set forth by him/her in the Accepted Bid. The total compensation to be paid for is at the stipulated Contract prices.

The Total Contract Price is \$_____

Article IV

The Owner/HTA hereby promises and agrees with said Contractor to employ and does hereby employ said Contractor to provide the material and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the General Conditions; and said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V

No work services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner/HTA.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

Party of the First Part:

Humboldt Transit Authority

Party of the Second Part:

Contractor
License No. _____

ATTEST:

(Executed in Triplicate)

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of California.

Notice to Proceed

To: _____

Project Description: **Humboldt Transit Authority
Fueling Facility Project**

You are hereby notified to commence work in accordance with the Agreement dated _____, 20____, on or before _____, 20____. The date of completion of all work shall be by _____, 20____.

Humboldt Transit Authority

By: _____

Title: _____

Acceptance of Notice

Receipt of this above Notice to Proceed is hereby acknowledged by

This, the _____ day of _____, 20_____.

By: _____

Title: _____

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Federal Transit Required Bid Provisions

1. Fly America Requirements

Applicability to Contracts

The fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S. or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

Contract Requirements

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

2. Cargo Preference Requirements

Applicability to Contracts

The cargo preference requirements apply to all Contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Contract Requirements

- (1) To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping and equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for the United States-flag commercial vessels.
- (2) To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originated outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-loading, in English, for each shipment of cargo described in Paragraph (1) above to the Recipient (through the prime Contractor in the case of subcontractor bills-of-lading) and to the division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.

3. Seismic Safety Requirements

Applicability to Contracts

The seismic safety requirements apply only to Contracts for the construction of new buildings or additions to existing buildings.

Construction Requirements

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

4. Energy Conservation Requirements

Applicability to Contracts

The energy conservation requirements are applicable to all Contracts.

Contract Requirements

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

5. Clean Water Requirements

Applicability to Contracts

The clean water requirements apply to each Contract and subcontract that exceeds \$100,000.

Contract Requirements

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

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

6. Lobbying

Applicability to Contracts

The lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey Contracts.

Contract Requirements

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

7. Access to Records and Reports

Applicability to Contracts

See reference chart "Requirements for Access to Records and Reports by Type of Contracts" in Appendix A.I of Best Practices Procurement Manual.

Contract Requirements

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA recipient in accordance with 49 C.F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

The Contractor agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

8. Federal Changes

Applicability to Contracts

The federal changes requirement applies to all contracts.

Contract Requirements

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

9. Clean Air

Applicability to Contracts

The clean air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Contract Requirements

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to ensure notification to the FTA and the appropriate EPA regional office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the FTA.

10. Recycled Products

Applicability to Contracts

The recycled products requirements apply to all contracts for items designated by the EPA, when HTA or Contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds. New requirements for "recovered materials" will become effective May 1, 1996.

These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Contract Requirements

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. Registration Requirements

The Contractor and all subcontractors must obtain a Dun and Bradstreet Data Universal Number (DUNS), (<http://www.dnb.com>), or update the existing DUNS record, and register with the Central Contractor Registration (CCR) (<http://www.ccr.gov>). The Contractor shall ensure that all third party contractors and subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR).

12. Audit and Records-Negotiation

As prescribed in 15.209(b):

Audit and Records--Negotiation (Mar 2009)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the Contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- (1) the Bid for the Contract, subcontract, or modification
- (2) the discussions conducted on the Bid(s), including those related to negotiating;
- (3) pricing of the Contract, subcontract, or modification; or
- (4) performance of the Contract, subcontract, or modification.

(d) *Comptroller General:*

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this Contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) the data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under

this Contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this Contract. In addition-

(1) If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause including this paragraph (g), in all subcontracts under this Contract that exceed the simplified acquisition threshold, and:

(1) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) for which cost or pricing data are required; or

(3) that require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

Humboldt Transit Authority Contacts	
Humboldt Transit Authority Greg Pratt, General Manager	Main Office: (707) 443-0826 email: greg@hta.org
SHN Engineers & Geologists Patrick Barsanti, Project Manager	Main Office: (707) 441-8855 email: pbarsanti@shn-engr.com

Contract Documents

Special Provisions

1

General Requirements

2

Site Work

3

Concrete

5

Metals

15

Mechanical

16

Electrical

