



Dear Prospective Vendor:

**If you intend to submit a bid or proposal, please contact Michael Kang, Principal Engineer, at (805) 583-6809 and provide your name, address, and telephone number.**

The City will use this information to notify you of any addenda to these documents. Without this information, the City has no way of identifying who may have outdated or incomplete copies. It is the prospective vendor's responsibility to ensure the most complete and current versions of the documents are obtained, including any addenda.

CITY OF  
SIMI VALLEY

**DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO BIDDERS, CONTRACT PROPOSAL,  
AND  
SPECIFICATIONS FOR THE CONSTRUCTION OF**

**TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281**

**Specification No. SV 20-13R**

**Federal Award Identification Number (FAIN): CA-2020-221-00**

**KEITH L. MASHBURN, MAYOR  
MIKE JUDGE, MAYOR PRO TEM  
DEE DEE CAVANAUGH, COUNCIL MEMBER  
RUTH LUEVANOS, COUNCIL MEMBER  
ELAINE P. LITSTER, COUNCIL MEMBER**

**BRIAN PAUL GABLER  
-CITY MANAGER-**

**RONALD K. FUCHIWAKI  
-PUBLIC WORKS DIRECTOR-**

**BIDS TO BE OPENED NOVEMBER 4, 2020  
AT 3:30 P.M.**

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**PRICES:  
PICKED UP           \$20.00  
MAILED               \$30.00**

**DEPARTMENT OF PUBLIC WORKS  
CITY HALL  
2929 TAPO CANYON ROAD  
SIMI VALLEY, CA 93063  
STAFF CONTACT: (805) 583-6809**

CITY OF SIMI VALLEY

**CONSTRUCTION DOCUMENTS**

FOR

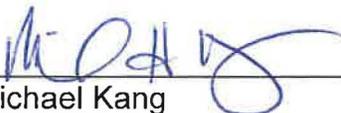
NAME: TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

LOCATION: 490 WEST LOS ANGELES AVENUE, SIMI VALLEY, CA 93065

SPECIFICATION NO.: SV 20-13R

DATE: OCTOBER 13, 2020

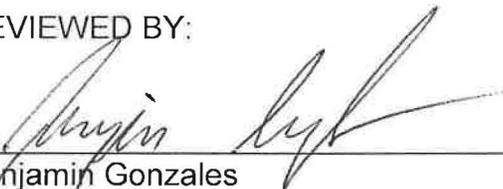
PREPARED BY:




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Michael Kang  
Principal Engineer  
Department of Public Works

REVIEWED BY:




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Benjamin Gonzales  
Deputy Public Works Director (Transit)  
Department of Public Works

APPROVED BY:




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Ronald K. Fuchiwaki  
Public Works Director

DEPARTMENT OF PUBLIC WORKS

CITY OF SIMI VALLEY

**NOTICE TO BIDDERS, SUBCONTRACTORS, AND SUPPLIERS**

If you discover any error or omission in the plans, specifications, or proposal, or have any question concerning the bidding documents, please contact:

Michael Kang  
Principal Engineer  
Department of Public Works  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Telephone (805) 583-6809

Advise the person answering the phone that you have a "Bidding Question." Please do not call other staff members or consultants.

**A mandatory pre-bid meeting is scheduled to be held on October 21, 2020, at 10:00 a.m. at the Transit Facility, 490 West Los Angeles Avenue, Simi Valley, California 93065. Questions and/or concerns regarding this project will be addressed during this meeting.**

All bids must be sealed and submitted at or before 3:30 p.m., on November 4, 2020, to the following:

Deputy Administrative Services Director (Support Services)  
Department of Administrative Services  
City of Simi Valley  
2929 Tapo Canyon Road  
Simi Valley, CA 93063

After the bid opening, bid results may be obtained by calling Michael Kang, Principal Engineer, at (805) 583-6809.

After Notice to Proceed is issued to the successful bidder, all contacts should be through Michael Kang, Principal Engineer, at (805) 583-6809.

NOTE: Please mark the outside of the envelope (and express shipment envelope, if applicable):

SPECIFICATION NO. SV 20-13R  
TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281  
FAIN: CA-2020-221-00  
Bids to be opened at 3:30 p.m.  
On November 4, 2020

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CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**NOTICE INVITING BIDS**

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R

FAIN: CA-2020-221-00

## NOTICE INVITING BIDS

Pursuant to statute and to the authorization approved by the City of Simi Valley, California, and on file in the office of the City Clerk of said City, NOTICE IS HEREBY GIVEN that sealed bids for Transit CNG Fueling System Upgrade, CP960281, Specification No. SV 20-13R, FAIN: CA-2020-221-00 will be received by the Deputy Administrative Services Director (Support Services), at City Hall, 2929 Tapo Canyon Road, Simi Valley, California, 93063, at or before 3:30 p.m., on November 4, 2020, at which time they will be publicly opened and read at or about said hour and date by the City's Deputy Administrative Services Director (Support Services) (or designated representative) at the above address.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, or unless the contractor or subcontractor qualifies for an exception from this requirement, for bid purposes only, as set forth in Labor Code section 1771.1(a). If contractor or subcontractor believes that such an exception in 1771.1(a) applies, it must provide the applicable exception(s) in its bid proposal. Even those contractors or subcontractors who qualify for an exception under 1771.1(a) must be registered with DIR at the time of award, if such award is made on or after April 1, 2015.

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

**A mandatory pre-bid meeting is scheduled to be held on October 21, 2020, at 10:00 a.m. at the Transit Facility, 490 West Los Angeles Avenue, Simi Valley, California 93065. Questions and/or concerns regarding this project will be addressed during this meeting.**

### SCOPE OF WORK:

Upgrade the existing compressed natural gas (CNG) fueling system to include: replacing an existing compressor, installing high pressure CNG storage vessels, installing a fast-fill CNG dispenser, replacing the existing motor control center, upgrading the SCADA control system, upgrading the fuel dispensing system, upgrading the lighting system, repairs to improve safety and ventilation, and associated mechanical, civil, structural, and electrical work necessary for a complete project.

The Proposal shall be submitted and the work shall be performed by a State of California Class A licensed contractor in strict conformance with Specification No. SV 20-13R, and now on file in the City's Department of Public Works and the office of the City Clerk.

A copy of the plans and specifications can be viewed and downloaded at [www.simivalley.org/BidsAndProposals](http://www.simivalley.org/BidsAndProposals).

**It is the bidder's responsibility to check the City's website for any addenda that may be issued for this project prior to submittal of the bid. Failure to submit required addenda with the bid disqualifies the bidder.**

Copies of plans and specifications may be obtained by prospective bidders from the Department of Public Works at 2929 Tapo Canyon Road, Simi Valley, California 93063, upon the payment of \$20.00, plus \$10.00 for handling and mailing fees, if mailed. All questions concerning the bid document should be directed to Michael Kang, Principal Engineer, Department of Public Works, at (805) 583-6809.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract.

The City reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid. The City further reserves the right to make award to the lowest responsive and responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the Contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file at the California Department of Industrial Relations and are available to any interested party at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). Future effective wage rates, which have been predetermined, are on file with the Department of Industrial Relations, and are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this Contract in the same manner as if they had been included or referenced in this Contract.

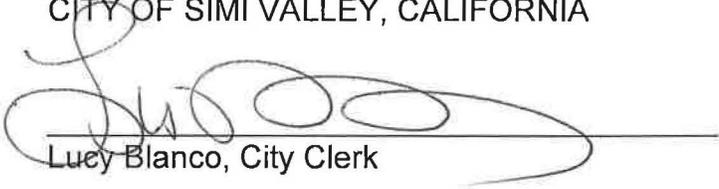
Furthermore, the current Federal General Wage Determinations apply for this project as predetermined by the Secretary of Labor. If there is a difference in the Federal minimum wage rates and the California Department of Industrial Relations for similar classifications of labor, the contractor and its subcontractors shall pay not less than the higher wage rate.

The wage rate for any classification not listed by the Federal Department of Labor or the California Department of Industrial Relations, but which may be required to execute the Contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies' determinations.

The contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Dated this 13<sup>th</sup> day of October, 2020

CITY OF SIMI VALLEY, CALIFORNIA



Lucy Blanco, City Clerk

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**BID TERMS AND CONDITIONS**

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R

FAIN: CA-2020-221-00

## BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City in its sole discretion.

DIR Registration - In accordance with the provisions of California Labor Code Section 1771.1, as amended by SB 854, unless registered with the DIR (Department of Industrial Relations), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015, with certain exceptions as set forth in Labor Code 1771.1(a). Further, a public entity cannot award a public work contract to a non-registered contractor or subcontractor, effective April 1, 2015. As such, bidders must be registered with DIR. If any contractor or subcontractor listed in a bid or proposal is believed to be exempt from registration as set forth in Labor Code 1771.1(a), the bid proposal must set forth the claimed exemption. Failure to provide evidence of registration or of a valid exemption at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not registered with DIR.

License - In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the bidder shall possess a valid applicable class Contractor's License as specified in the Contract documents. Failure to possess the specified license at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract documents, or discovers discrepancies or omissions, the bidder may submit to the City Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract documents shall be made only by addendum duly issued by the City Engineer. A copy of such addendum will be mailed or delivered to each potential bidder receiving a set of the Contract documents. Such addendum shall be considered a part of and incorporated in the Contract documents.

All timely requests (timely requests are those which the City, in its sole judgment, can reasonably respond to before the bid closing) for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City.

Bidder's Bond Requirement - Bidders shall provide a properly executed Bidder's Bond (contained herein), cashier's check or other bidder's security payable to the City to accompany the Proposal in the amount of ten percent (10%) of the total bid. The proceeds thereof will become the property of the City if the bidder fails to or refuses to

execute the contract within ten (10) calendar days after the City has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. It is the Simi Valley City Council's policy that the bid bond or other bidder's security will not be waived due to calculation errors made by the bidder. Additionally, the proceeds of the bidder's bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefor will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

Bid Submission - Each bid must be submitted on the form(s) provided in the Proposal. The Proposal shall be enclosed in an envelope, which shall be sealed and addressed to the Deputy Administrative Services Director (Support Services), City of Simi Valley, 2929 Tapo Canyon Road, Simi Valley, California 93063. In order to guard against premature opening, the Proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the Proposal is delivered to the City via Express Delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Protest Procedures - Any bidder, proposer, or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. Bidders are to be advised that protests of the process, terms, conditions or any other aspect of the solicitation, must be made prior to the bid or proposal due date.

Bidders and proposers may not protest the contents of the specifications of the bid/RFP nor the award based on the use of the Local Vendor Preference. Protests must be in writing and transmitted by facsimile, email or by mail to the attention of the Purchasing Agent.

Protest of the recommendation for award for bids must be made immediately, and in no event later than five working days after the close of bids. In the case of an RFP, after the notice of recommendation for award. All protests must include the following information:

1. The name, address, telephone number and email address of the protestor;
2. The signature of the protestor or protestor's representative;
3. The solicitation or contract number;
4. A detailed statement of the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
5. The form of relief requested.

The Purchasing Agent or designee shall respond in writing within two (2) working days to the protestor. The decision rendered by the Purchasing Agent shall be in writing and shall be final.

Bid Withdrawal - A bidder may withdraw its proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the City's Deputy Administrative Services Director (Support Services) for its withdrawal. If this occurs, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The City reserves the right to retain all proposals for a period of 60 days after the bid opening date for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award to the lowest responsive and responsible bidder as the interest of the City may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsive and responsible bidder.

Contract Requirement - The bidder to whom award is made, shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the bid by the City, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms

and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City's Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. The amount of the tax is based on gross receipts resulting from business conducted in the City of Simi Valley and is required to be paid when business is conducted in the City even though the principal location of the business may be outside of the City or a Business Tax Receipt has been issued to them by another city. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any activity not otherwise permitted. Verification that the bidder has a valid City of Simi Valley Business Tax Receipt will be obtained by the City prior to the execution of the Contract. Additional information regarding the City's Business Tax program may be obtained by calling (805) 583-6736.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond in the amount of 100% of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by City. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond by an admitted surety in the amount of 100% of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at [www.dir.ca.gov/DLSR/PWD/index.htm](http://www.dir.ca.gov/DLSR/PWD/index.htm). The published prevailing wage rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The bidder to whom the Contract is awarded shall assist in locating, qualifying, hiring and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

For Federally funded projects, the current Federal General Wage Determinations shall apply for this project as predetermined by the Secretary of Labor. If there is a difference in the Federal minimum wage rates and the California Department of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate. The wage rate for any classification not listed by the Federal Department of Labor or the California Department of Industrial Relations, but which may be required to execute the Contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies' determinations.

California Public Records Act - All information contained in the Proposal, and the Proposal itself, is a public record and subject to release to the public once opened. Bidders shall not include trade secrets or other confidential information in their bids.

Buy America Requirements – For all Federally funded projects, the "Buy America" requirements of Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto shall apply.

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**PROPOSAL**

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R

FAIN: CA-2020-221-00

**CONTRACTOR'S NAME:** \_\_\_\_\_

**SUBMIT PAGES 14 THROUGH 39 FULLY EXECUTED WITH THIS PROPOSAL**

LIST OF DOCUMENTS  
TO BE SUBMITTED WITH PROPOSAL

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R, FAIN: CA-2020-221-00

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\*If not submitted with bid, Exhibit 15-G must be received by the City no later than 4:00 p.m. on the 4<sup>th</sup> business day after bid opening.

**All blanks in the bid proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the bidder shall respond with "N.A."**

**Failure of a bidder to fully execute and submit all of the listed documents with the bid will render a bid as non-responsive and subject to rejection.**

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

Specification No.: SV 20-13R, including 24 sheets of plans

Federal Award Identification Number (FAIN): CA-2020-221-00

Bids to be received on: November 4, 2020, at or before 3:30 p.m.

Completion time: 240 Consecutive Calendar Days After Receipt of Notice to Proceed

Liquidated damages: \$1,500 Per Calendar day

Number of pages in Proposal: 26

CONTRACTOR

Name \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Fax Number \_\_\_\_\_ (Optional)

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

**SUBMIT PAGES 14 THROUGH 39 FULLY EXECUTED WITH THIS PROPOSAL**

**INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT**

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal to Contractor's Proposal Statement.
- d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so. Certified copy of resolution must be included with the bid submittal.

Partnerships

- a) Signatures: All members of partnership. One may sign if City has a copy of authorization.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if City has a copy of authorization.

Individuals

- a) Signature: The individual.
- b) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements shown above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.
- b) Affix notary's acknowledgement.

**MUST ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS. FAILURE TO DO SO MAY BE BASIS FOR REJECTING BIDDER'S ENTIRE PROPOSAL.**

**CONTRACTOR'S PROPOSAL STATEMENT**

City of Simi Valley  
Simi Valley, California 93063

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds within ten (10) calendar days after the Contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Simi Valley. Furthermore, the undersigned is advised and understands that it is a City policy that bids/bonds will not be waived due to calculation errors made by the bidder.

Licensed in accordance with an act providing for the registration of Contractor's License No. \_\_\_\_\_ Class \_\_\_\_\_, Expiration Date \_\_\_\_\_

DIR Registration No. \_\_\_\_\_, Expiration Date \_\_\_\_\_

Names of Co-Partners or Corporate Officers and Titles: \_\_\_\_\_

\_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_

Signature of Bidder \_\_\_\_\_ Title \_\_\_\_\_

Name of Contractor or Firm \_\_\_\_\_ Date of Submittal \_\_\_\_\_, 2020

\_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

Doing Business as Individual/Partnership/Corporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

**THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS AND STATEMENTS WHICH ARE A PART OF THIS PROPOSAL**

**PROPOSED SCHEDULE OF WORK AND PRICES**  
**FOR**  
**TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281**  
**SPECIFICATION NO. SV 20-13R, FAIN: CA-2020-221-00**

Item No.	Payment Reference	Description	Qty.	Unit	Unit Price	Total
1.	1002-7	Mobilization and Demobilization	1	LS		
2.	1002-8	Site Investigation and Dimension Verification	1	LS		
3.	1002-9	Decommissioning and Removal	1	LS		
4.	1002-10	Suction-Side Gas Dryer	1	LS		
5.	1002-11	CNG Compressor and Motor, skid mounted	1	LS		
6.	1002-12	Motor Starter System	1	LS		
7.	1002-13	PLC Controller System with Remote Communication Panel/Module	1	LS		
8.	1002-14	Three (3) CNG Storage vessels and appurtenances	1	LS		
9.	1002-15	Fleet Priority Valve Panel System	1	LS		
10.	1002-16	Fast-Fill Dispenser	1	LS		
11.	1002-17	Fuel Management Terminal	1	LS		
12.	1002-18	Replacement Main Switchboard	1	LS		
13.	1002-19	Load Bank	1	LS		
14.	1002-20	Surveillance Camera System with Data Connection	1	LS		
15.	1002-21	Chain link fence and gates	1	LS		
16.	1002-22	Low-voltage and IP Communications	1	LS		
17.	1002-23	Piping, Tubing, and Electrical	1	LS		
18.	1002-24	Tee and valve for future connection	1	LS		
19.	1002-25	Two (2) Wind driven ventilators	1	LS		
20.	1002-26	Associated work to provide a complete, safe, Code compliant, and functional CNG system.	1	LS		

**PROPOSED SCHEDULE OF WORK AND PRICES**  
**FOR**  
**TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281**  
**SPECIFICATION NO. SV 20-13R, FAIN: CA-2020-221-00**

Item No.	Payment Reference	Description	Qty.	Unit	Unit Price	Total
21.	1002-27	Upgrades to lighting, as shown on lighting plan and related drawings, including fixtures	1	LS		
22.	1002-28	New Nose and Nozzle for Existing Defueling Panel	1	LS		
23.	1002-29	Termination of Liability	1	LS	\$1.00	\$1.00

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

\$ \_\_\_\_\_  
 (Price in figures)

\_\_\_\_\_  
 (Price in words)

\*Note: In case of error in extension of price into the total price column, the unit price will govern.

Contractor's Name: \_\_\_\_\_

Award of contract will be based on the total of all items of Bid Schedule (1 through 23).

**Alternative Bid Item**

24.	1002-30	One added CNG Storage vessel and associated appurtenances and installation labor	1	LS		
25.	1002-30	Two added CNG storage vessels and associated appurtenances and installation labor	1	LS		
26.	1002-30	Three added CNG storage vessels and associated appurtenances and installation labor	1	LS		

The Alternate Bid Items may be added to the contract amount, depending on project budget.

**PROPOSED SCHEDULE OF WORK AND PRICES**

The following addenda are acknowledged:	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	_____	_____
	_____	_____
	_____	_____

**QUANTITIES OF WORK:**

The quantities of work or material stated on the Bid Schedule(s) are estimated quantities only to give an indication of the general scope of work. The City does not expressly or by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule(s) for the deleted item of Work.

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**  
(in lieu of cash or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, acknowledge ourselves jointly and severally bound to the City of Simi Valley, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the Contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**FORM TO ACCOMPANY BID BOND**

STATE OF CALIFORNIA )  
COUNTY OF ) SS.  
CITY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to be the \_\_\_\_\_ Of \_\_\_\_\_ and the same person whose name is subscribed to the within instrument as the \_\_\_\_\_ of said \_\_\_\_\_ And the said \_\_\_\_\_ duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto as Surety and his/her own name as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

If cashier's check is submitted herewith, state check number \_\_\_\_\_ and Amount \$ \_\_\_\_\_.

**STATEMENT OF BIDDER’S QUALIFICATIONS AND REFERENCES**

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Class "A" Contractor's License at the time the bid is submitted to the City, and must have satisfactorily completed at least three municipal projects in the last three years of comparable size and similar scope to this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name:  
\_\_\_\_\_.

List and describe fully the last three municipal projects performed by your firm in the last three years, of comparable size and similar scope to this project, which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done:  
\_\_\_\_\_  
\_\_\_\_\_

Reference No. 2

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done:  
\_\_\_\_\_  
\_\_\_\_\_

Reference No. 3

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done:  
\_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF BIDDER’S PAST CONTRACT DISQUALIFICATIONS**

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has 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; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. If Yes, explain the circumstances.

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

THE BIDDER’S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL

**QUESTIONNAIRE REGARDING SUBCONTRACTORS**

Bidder shall answer the following questions and submit with the Proposal.

- 1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes ( ) No ( )
- 2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
- 3. Did you have any source of subcontractors' bids other than bid depositories? Yes ( ) No ( )
- 4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes ( ) No ( )
- 5. If the answer to No. 4 is "yes", please explain the following details:
  - (a) Date:
  - (b) Name of person or group:
  - (c) Job involved (if applicable):
  - (d) Nature of threats:
  - (e) Additional comments: (Use additional paper if necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_

\_\_\_\_\_  
Title

By \_\_\_\_\_

\_\_\_\_\_  
Title

**LIST OF SUBCONTRACTORS  
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts," of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work, which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Subcontractor's Name & Address	Subcontractor's License Number	DIR Registration Number	Percent of Total Contract	Work to be Performed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. 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 \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Note: The above Noncollusion Declaration is part of the Proposal. THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT shall also constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, (check one) have \_\_\_\_\_, or have not \_\_\_\_\_, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1)), prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**Note: The bidder must place a check mark after "have" or "have not" in one of the blank spaces provided above.**

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATE, WHICH IS A PART OF THIS PROPOSAL.

**TITLE 49, CODE OF FEDERAL REGULATIONS PART 29  
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

**IRAN CONTRACTING ACT CERTIFICATION**

Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of \$1,000,000 or more for goods or services to be provided to a public entity. Each bidder must complete and submit this form titled "Iran Contracting Act Certification."

Bidder hereby certifies to the City of Simi Valley, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

The Bidder is not:

- 1) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- 2) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

*Notice: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the Contract Amount, termination of the Contract and/or ineligibility to bid on contracts for three years.*

CONTRACTOR: \_\_\_\_\_

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THE PROPOSAL STATEMENT SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE STATEMENTS OR CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

**Exhibit 15-G: DBE Race-Neutral Participation Commitment Form**

(Inclusive of all DBEs at time of bid Submission)

NOTE: Please refer to instructions on the reverse side of this form.

**Contractor to Complete this Section**

1. Local Agency Name: \_\_\_\_\_

2. Project Description: \_\_\_\_\_

3. Project Location: \_\_\_\_\_

4. Bidder's Name: \_\_\_\_\_ 5. Prime Certified DBE:  6. Bid Amount \_\_\_\_\_

7. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 8. Total Number of **ALL** Subcontractors: \_\_\_\_\_

DBE Commitment Information				
9. Bid Item #	10. Description of Work, Service or Materials Supplied and NAIC(s)	11. DBE Certification #	12. DBE Firm Name and Contact Info	13. DBE Dollar Amount

Local Agency to Complete this Section		14. Total Claimed DBE Participation	\$
20. Local Agency Contract Number: _____			%
21. Federal-aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation from each listed DBE is required.	
22. Contract Award Date: _____		15. Preparer's Signature _____	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		16. Preparer's Name (Print) _____	
23. Local Agency Representative Signature _____	24. Date _____	17. Preparer's Title _____	
25. Local Agency Representative Name (Print) _____	26. Phone _____	18. Date _____ 19. (Area Code) Tel. No. _____	
27. Local Agency Representative Title _____			

**Please Note: Contractor shall complete and submit this form even if no DBE participation will be reported. In the event of no DBE participation, Contractor shall mark "none" under the DBE firm name.**

## INSTRUCTIONS - DBE RACE-NEUTRAL PARTICIPATION COMMITMENT FORM

### Contractor Section

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Bidder's Name** - Enter the contractor's firm name.
5. **Prime Certified DBE** - Check box if prime contractor is a certified DBE
6. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor
7. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
8. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
10. **Description of Work, Services, or Materials Supplied and NAIC(s)** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. Additionally, identify the applicable NAICS(s) or service or supply listed.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontractors must notify the prime contractor in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Firm Name and Contact Information** - Enter the name and telephone number of all DBE subcontractors. Also, enter the prime contractor's name and telephone number, if the prime is a DBE.
13. **DBE Dollar Amount** – Enter the subcontracted dollar amount of the work to be performed or service to be provided eligible for DBE participation. Include the prime contractor if the prime is a DBE. See City of Santa Clarita's DBE Program for how to count full/partial participation. If 100% of a work item is not to be performed or furnished by a DBE, calculate and list the exact portion of the item to be performed or furnished by the DBE.
14. **Total Claimed DBE Participation** – \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount").
15. **Preparer's Signature** – The person completing this section of the form for the contractor's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the contractor.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the contractor.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the contractor.

### Local Agency Section:

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Award Date** - Enter the date the contract was executed
23. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
24. **Date** - Enter the date the Local Agency Representative signs the form.
25. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
26. **Phone** - Enter the area code and telephone number of the person signing this section of the form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of notary and SEAL: \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

---

**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - 1. Debarred,
  - 2. Suspended,
  - 3. Proposed for debarment,
  - 4. Declared ineligible,
  - 5. Voluntarily excluded, or
  - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - 2. Violation of any Federal or State antitrust statute, or,
  - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - 1. Equals or exceeds \$25,000,,
  - 2. Is for audit services, or,
  - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
  - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

**BUY AMERICA CERTIFICATION  
STEEL OR MANUFACTURED PRODUCTS**

---

General Requirement (as stated in 49 CFR 661.5)

- a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- d. For a manufactured product to be considered produced in the United States:
  - 1. All of the manufacturing processes for the product must take place in the United States; and
  - 2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**BIDDERS LIST**

**Project Name:** Transit CNG Fueling System Upgrade, Specification No. SV 20-13R, FAIN: CA-2020-221-00

**Bidder/Offeror:** \_\_\_\_\_ **IFB No.:** \_\_\_\_\_

The City maintains a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the City's federal-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on federal-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on the "*Bidders List*" for every firm who submitted a proposal, bid or quote, including the primary Bidder, and submit this information at the time of bid submission. *The "Bidders List" content will not be considered in evaluating the bid or determining award of any contract.*

Prime Bidder's Information:	
Name of Prime's Firm:	Phone: (____) _____
Firm Address:	Fax: (____) _____
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year: <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million

Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:	
Firm Name:	Phone: (____) _____
Firm Address:	Fax: (____) _____
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:

Specification No. SV 20-13R

Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: (     )
Firm Address:	Fax: (     )
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder to submit the required "Bidders List" form will deem the Bidder non-responsive.

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER**

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R

FAIN: CA-2020-221-00

**LIST OF DOCUMENTS FOR  
EXECUTION BY SUCCESSFUL BIDDER**

Contract..... Page 42

Bond for Faithful Performance ..... Page 80

Form to Accompany Bond for Faithful Performance..... Page 82

Bond for Material Suppliers and Laborers ..... Page 83

Form to Accompany Bond for Material Suppliers and Laborers ..... Page 85

Workers' Compensation Insurance Certificate ..... Page 86

General Liability Special Endorsement..... Page 87

Automobile Liability Special Endorsement ..... Page 88

Exhibit 15-G: DBE Race-Neutral Participation Commitment Form ..... Page 89

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
\_\_\_\_\_ FOR TRANSIT CNG FUELING SYSTEM  
UPGRADE, CP960281, SPECIFICATION NO. SV 20-13R, FAIN:  
CA-2020-221-00

THIS CONTRACT is made and entered into in the City of Simi Valley on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF SIMI VALLEY, a municipal corporation, hereinafter referred to as CITY, and \_\_\_\_\_, a (type of business entity), hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, on October 13, 2020, CITY invited bids for Transit CNG Fueling System Upgrade, CP960281, per Specification No. SV 20-13R, FAIN: CA-2020-221-00; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a Proposal which was accepted by CITY for said project.

**AGREEMENT**

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term**. The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, and shall be completed no later than Two-Hundred and Forty (240) consecutive calendar days after receipt of the Notice to Proceed.

3. **Incorporation By Reference**. Public Contract Code Section 22300, Specification No. SV 20-13R, consisting of 228 pages and all documents incorporated by reference therein, and the CONTRACTOR'S Bid consisting of the CONTRACTOR'S Proposal Statement, Proposed Schedule of Work and Prices, and Bidder's Statement of Subcontractors and Material Fabricators, are hereby incorporated by reference and made a part of this CONTRACT.

4. **Precedence of CONTRACT Documents**. If there is a conflict between or among CONTRACT documents, the document highest in precedence shall control. The precedence shall be:

- First: This Document consisting of 38 pages excluding paragraph 3
- Second: Permits from other agencies as may be required by law
- Third: Special Provisions
- Fourth: Bid Terms and Conditions
- Fifth: Detailed Plans

- Sixth: Standard Plans
- Seventh: Standard Specifications Modifications
- Eighth: "Standard Specifications for Public Works Construction" (SSPWC)
- Ninth: Reference Specifications
- Tenth: CONTRACTOR'S Proposal

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

**5. Obligations of the CITY.**

A. The CITY shall be obligated to pay CONTRACTOR based upon the actual City-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material and equipment, rather than the CONTRACT bid price.

B. CITY shall make regular progress payments to the CONTRACTOR within 30 days after mutual concurrence with the unit quantities and/or lump sum items of work performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of \$ unless otherwise agreed to by the parties in writing.

C. Upon receipt of an invoice for work performed to CITY'S satisfaction, CITY shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, CITY shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

**6. Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR agrees to perform the services more specifically set forth in the "Scope of Work" attached hereto and incorporated herein as Exhibit "A" and as further described in the incorporated documents. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. CONTRACTOR shall obey all Federal, State, local, and special district laws, ordinances, and regulations.

C. CONTRACTOR shall abide by the CITY'S Business Tax Ordinance, of which proof of payment must be obtained prior to performance of this CONTRACT. CONTRACTOR shall maintain a valid Business Tax Certificate for the term of the CONTRACT.

D. Prevailing wage: In addition to any applicable federal requirements, the CONTRACTOR shall comply with all applicable California laws related to prevailing wage, including but not limited to California Labor Code 1720 et seq. and all other California prevailing wage laws and regulations, and all requirements, regulations or decisions of the California Department of Industrial Relations related thereto. CONTRACTOR further stipulates to follow all requirements and pay any penalties due, if any, under Section 1813 of the California Labor Code. The CONTRACTOR shall post the prevailing rate per diem wages at each job site. Further CONTRACTOR shall indemnify, defend, and hold CITY harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable and shall be liable for the payment of same and any penalties thereon. CONTRACTOR is responsible for paying all legally required prevailing wages, and in the case of a difference between state and Federal law, the highest legally required rate.

CONTRACTOR and all subcontractors must be registered and remain registered with DIR (Department of Industrial Relations) *through the term of the CONTRACT* in accordance with the California Labor Code ("Labor Code"), in particular Labor Code Section 1771.1, and any successor or replacement provision thereto, unless a small project exemption applies (\$25,000 for public works or \$15,000 for maintenance). CONTRACTOR further agrees that it will follow all requirements and obligations set forth in Labor Code Section 1776.

7. **Audit.**

A. At any time during normal business hours and as often as the CITY may deem necessary, CONTRACTOR shall make available to CITY for inspection its records pertaining to this CONTRACT. CONTRACTOR shall permit CITY to audit, examine and/or reproduce such records. CONTRACTOR will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least (2) years after termination or final payment under this CONTRACT. This paragraph shall survive for two (2) years after termination of this CONTRACT.

B. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY as a condition precedent to any payment to CONTRACTOR.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall defend, indemnify, and hold harmless CITY, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT. The CITY shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the CONTRACTOR. The CONTRACTOR must select an attorney acceptable to the CITY

who will defend such proceeding and the CITY will control any litigation thereof. Such approval by the CITY will not be unreasonably withheld. This paragraph shall survive the termination of the CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and CITY may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received CITY'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. CITY reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **FTA Forms and Requirements.** CONTRACTOR shall comply with all Federal Transit Administration (FTA) requirements as outlines in Exhibit "C", attached.

14. **Complete CONTRACT.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No verbal agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such verbal agreement, understanding, or representation be binding upon the parties hereto.

15. **Independent Contractor**. It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

16. **Time of Performance**. Time is of the essence in this CONTRACT.

17. **Liquidated Damages**. Should the CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, the CONTRACTOR shall reimburse the CITY for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate \$1,500 per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to the CITY resulting from the failure of the CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages which are incapable of calculation at the inception hereof; and this amount is not to be considered in the nature of a penalty. The CITY shall have the right to deduct such damages from any amount due, or that may become due to the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or the CONTRACTOR'S Surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

18. **Conflict of Interest**. Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, CITY may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

19. **Successors and Assigns**. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

20. **Authority to Execute Contract**. Both CITY and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

21. **Jurisdiction and Venue.** Jurisdiction is in an appropriate court in the State of California and venue lies in Ventura County, and the parties do not consent to arbitration. In the event of any dispute, each party shall bear its own fees and costs (including attorneys' fees). This CONTRACT shall be governed by California law, without regard to conflict of law principles.

22. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current goods and/or services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY. In the event CITY has not appropriated sufficient funds for payment of goods and/or services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. **Notices.** All written notices required by, or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

CITY

Ronald K. Fuchiwaki, Director  
Department of Public Works  
2929 Tapo Canyon Road  
Simi Valley, CA 93063  
Staff Contact: Michael Kang, Principal Engineer  
(805) 583-6898

CONTRACTOR \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Attest:** **City of Simi Valley, A Municipal Corporation**

\_\_\_\_\_  
Lucy Blanco, City Clerk

By: \_\_\_\_\_  
Keith L. Mashburn, Mayor of the City of Simi Valley, California

**Approved as to Form:** **Insert Name Of Company Here**

\_\_\_\_\_  
Lonnie J. Eldridge, City Attorney

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Approved as to Content:**

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

\_\_\_\_\_  
Brian Paul Gabler, City Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Jerry Johnson  
Deputy Administrative Services Director  
(Support Services)

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

\_\_\_\_\_  
Ronald K. Fuchiwaki  
Public Works Director

EXHIBIT "A"  
SCOPE OF WORK

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
\_\_\_\_\_ FOR TRANSIT CNG FUELING SYSTEM  
UPGRADE, CP960281, SPECIFICATION NO. SV 20-13R, FAIN:  
CA-2020-221-00

Upgrade the existing compressed natural gas (CNG) fueling system to include: replacing an existing compressor, installing high pressure CNG storage vessels, installing a fast-fill CNG dispenser, replacing the existing motor control center, upgrading the SCADA control system, upgrading the fuel dispensing system, upgrading the lighting system, repairs to improve safety and ventilation, and associated mechanical, civil, structural, and electrical work necessary for a complete project.

EXHIBIT "B"  
FTA REQUIREMENTS

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
\_\_\_\_\_ FOR TRANSIT CNG FUELING SYSTEM  
UPGRADE, CP960281, SPECIFICATION NO. SV 20-13R, FAIN:  
CA-2020-221-00

FTA Clauses and Certifications

**REQUIRED FTA THIRD-PARTY CONTRACT CLAUSES**

This project may be financed by funds from the Federal Transit Administration (FTA). Accordingly, the following third-party contract clauses are applicable to all contracts. Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

By signing and including the Proposal Submission form with proposal, PROPOSER certifies that they have read, understand and will comply with the Federal contract requirements identified below.

**Fly America 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 the City of Simi Valleys and sub-contractor of the City of Simi Valley's 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.

**Buy America Requirements**

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the

City of Simi Valley with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **Cargo Preference**

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

### **Seismic Safety**

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

### **Energy Conservation**

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

### **Clean Water**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the The City of Simi Valley and understands and agrees that the the City of Simi Valley shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Lobbying**

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

**Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. In accordance with 49 CFR 18.36(i), contractor shall provide the City, the FTA, the US Controller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 City, FTA Administrator, US Controller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

**Federal Changes**

The 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 grant agreements between the City of Simi Valley and FTA,

as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

### **Bonding Requirements**

FTA may accept the bonding policy and requirements of the City, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

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

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

### **Bid Bond Requirements (Construction)**

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (The City of Simi Valley) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (The City of Simi Valley). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (The City of Simi Valley), shall refuse or be unable

to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (The City of Simi Valley's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (The City of Simi Valley) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (The City of Simi Valley) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (The City of Simi Valley) and pay over to (The City of Simi Valley) the difference between the bid security and (The City of Simi Valley's) total damages, so as to make (The City of Simi Valley) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).
2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (The City of Simi Valley) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (The City of Simi Valley's) interest.

(a) The following situations may warrant a performance bond:

1. (The City of Simi Valley) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (The City of Simi Valley), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).
2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (The City of Simi Valley's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is increased.

### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City of Simi Valley shall determine the amount of the advance payment bond necessary to protect The City of Simi Valley. Patent Infringement Bonding Requirements (Patent Indemnity) The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City of Simi Valley shall determine the amount of the patent indemnity to protect the City of Simi Valley.

### Warranty of the Work and Maintenance Bonds:

1. The Contractor warrants to the City, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the contract documents. All work not conforming to these standards shall be considered defective. If required by the project manager, the contractor shall furnish satisfactory evidence as to the kind of quality and quality of materials and equipment.
2. The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one year after final payment by the City of Simi Valley and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City of Simi Valley. The contractor shall, prior to the release of final payment, furnish separate maintenance (or Guarantee) bonds in form acceptable to the City written by the same corporate surety that provides the performance bond and labor and material payment bond for this contract. These bonds shall secure the contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one year after final payment and shall be written in an amount equal to 100 percent of the contract sum, as adjusted (if at all).

### **Clean Air**

1).Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the City of Simi Valley and understands and agrees that the The City of Simi Valley will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**Recycled Products/Recovered Materials**

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.

**Davis-Bacon and Copeland Anti-Kickback Acts**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits

Therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits

Therefore only when the following criteria have been met:

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

classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that

the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the the City of Simi Valley for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of

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

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

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

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

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

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

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

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

### **No Government Obligations to Third Parties**

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

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

### **Program Fraud and False or Fraudulent Statements and Related Acts**

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

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

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

### **Contract Work Hours & Safety Standards Act**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer

or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) Of this section.

(3) Withholding for unpaid wages and liquidated damages - the City of Simi Valley shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime 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 para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts privacythe clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **Termination**

a. Termination for Convenience (General Provision) the City of Simi Valley may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the City of Simi Valley's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Simi Valley. If contractor is in possession of any of the City of Simi Valley's property, contractor shall account for same, and dispose of it as the City of Simi Valley directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the City of Simi Valley may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Simi Valley that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the City of Simi Valley, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the City of Simi Valley in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the City of Simi Valley's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the City of Simi Valley setting forth the nature of said breach or default, the City of Simi Valley shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the City of Simi Valley from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Simi Valley elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the City of Simi Valley shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the City of Simi Valley, by written notice, may terminate this contract, in whole or in part, when it is in the City of Simi Valley's interest. If the contract is terminated, the City of Simi Valley shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. 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 termination had been issued for the City of Simi Valley's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the City of Simi Valley goods, contractor shall, as directed by the City of Simi Valley, protect and preserve the goods until surrendered to the City of Simi Valley or its agent. Contractor and the City of Simi Valley shall agree on payment for the preservation and protection of goods. Failure

to agree on an amount shall be resolved under the Dispute clause. 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 termination had been issued for the City of Simi Valley's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the City of Simi Valley may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the City of Simi Valley resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Simi Valley in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the City of Simi Valley, acts of another contractor in the performance of a contract with the City of Simi Valley, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the City of Simi Valley in writing of the causes of delay. If in the City of Simi Valley's judgment, delay is excusable, the time for completing the work shall be extended. The City of Simi Valley's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the City of Simi Valley's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the City of Simi Valley may terminate this contract in whole or in part, for the City of Simi Valley's convenience or because of contractor's failure to fulfill contract obligations. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Simi Valley all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the City of Simi Valley's convenience, it shall make an

equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the City of Simi Valley may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the City of Simi Valley. 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 termination had been issued for the City of Simi Valley's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the City of Simi Valley may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the City of Simi Valley or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the City of Simi Valley, or property supplied to contractor by the City of Simi Valley. If termination is for default, the City of Simi Valley may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Simi Valley and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the City of Simi Valley's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Simi Valley determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the City of Simi Valley, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government-wide Debarment and Suspension**

The City agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with

Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” (SAM) at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the The City of Simi Valley suspends, debar, or takes any similar action against a Third Party Participant or individual, the The City of Simi Valley will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the The City of Simi Valley is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees.

### **Civil Rights Requirements**

The following requirements apply to the underlying contract:

The City understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless The City or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

1. Nondiscrimination in Federal Public Transportation Programs. The contractor agrees to comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute): (1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration The City of Simi Valleys,” to the extent consistent with applicable Federal laws, regulations, and guidance, and other applicable Federal guidance that may be issued.

2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration The City of Simi Valleys,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

3. Equal Employment Opportunity. The Contractor agrees to, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The contractor agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”. (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the contractor agrees to comply, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note.

4. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the City of Simi Valley agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The City of Simi Valley agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by

Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. The City of Simi Valleys receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The City of Simi Valley understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the City of Simi Valley provides assurance that: The City of Simi Valley shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The City of Simi Valley shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Simi Valley's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Simi Valley of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

5. Nondiscrimination on the Basis of Sex. The contractor agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

6. Nondiscrimination on the Basis of Age. The contractor agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

7. Nondiscrimination on the Basis of Disability. The contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA The City of Simi Valleys, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

8. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The contractor agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

9. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the City of Simi Valley agrees to promote accessibility of public transportation services to people whose

understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning The City of Simi Valleys' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

10. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the City of Simi Valley agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

11. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

### **Breaches and Dispute Resolution**

*Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Simi Valley's Community Services Department. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director, Community Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Community Services shall be binding upon the Contractor and the Contractor shall abide by the decision.

*Performance During Dispute* - Unless otherwise directed by the City of Simi Valley, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

*Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

*Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Simi Valley and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Simi Valley is located.

*Rights and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Simi Valley, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Disadvantaged Business Enterprises (DBEs)**

## 1. DBE Goal

Although the City of Simi Valley (hereinafter referred to as “City”) has not established a DBE contract-specific goal on this project, all race-neutral DBE participation will count toward the City’s federally mandated overall DBE goal.

## 2. DBE Policy and Applicability

The City receives federal financial assistance from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT) and as a condition of receiving such assistance has developed a Disadvantaged Business Enterprise (DBE) Program (accessible via the City’s website) in accordance with federal regulations published under Title 49 CFR, Part 26 and subsequent Guidance.

The City’s DBE Program sets forth the policies and procedures to be implemented by the City to ensure that DBEs have an equitable opportunity to participate in the City’s federal-aid contracting opportunities.

Furthermore the DBE Program Manual describes the processes, procedures, documents, authorizations, approvals and certifications, necessary to maintain compliance with DBE requirements and ensure the City’s continued receipt of federal-aid funds for local transportation projects.

The project is subject to the DBE requirements of the City’s DBE Program Manual and Title 49 CFR, Part 26 are hereby incorporated into this Contract by reference. Additionally, all DBE participation will count toward the City’s federally mandated overall DBE goal.

Pursuant to the intent of these Regulations, it is the policy of the City to:

- Implement strategies that promote the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR Part 26, by ensuring that DBEs have equitable access and opportunities to participate in all of City’s DOT-assisted contracting opportunities.
- Ensure non-discrimination in the award and administration of City’s DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT -assisted contracts.
- Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

The City shall not discriminate on the basis of race, color, national origin or gender in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under Part 26 to ensure non-discrimination in the award and administration of U.S. DOT assisted contracts. The City's DBE Program, as required by Part 26 and as approved by the U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved Program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

Pursuant to 49 CFR 26.13(b): Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the City's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

### 3. Race-Neutral DBE Program Measures

The City will utilize Race-Neutral means in meeting its overall DBE Program goal.

The City plans to implement the race-neutral measures to comply with 49 CFR Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies.

### 4. DBE Bid Submission Requirements

Bidder shall complete and submit the following DBE Exhibits (forms) at the times specified with their Bid:

- “DBE Participation Commitment Form” (Exhibit 15-G)
- “Bidders List” (Exhibit 12-B)

Bidders must submit the DBE forms above even if they do not anticipate proposing DBE participation on this contract.

1. “DBE Participation Commitment Form” (Exhibit 15-G) required at time of Bid. The Bidder is to provide the following information for each DBE that will participate in the contract:

- The complete name and address of each DBE who will participate in the contract;
- A description of the work that each DBE will perform or provide;
- The dollar amount of the work to be performed or provided by the DBE;

- Valid DBE Certification eligibility status, in conformance with 49 CFR Part 26;
- The Bidder shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract bid can serve in lieu of the written confirmation).

2. "Bidders List" (Exhibit 12-B) required at time of Bid. The City is required by Regulations to create and maintain a "Bidders List" of all firms bidding or quoting on the City's DOT-assisted contracts for use in calculating the City's overall DBE goal. Bidders are required to complete and submit the requested information listed on the "Bidders List Form" for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, quote and/or bid, including firms who were contracted by the Prime Bidder.

#### 5. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Bid:

- a. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- c. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- d. At time of Bid, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
- f. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (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). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

#### 6. DBE Crediting Provisions

The City requires that all DBEs listed by Bidders for participation, be certified as eligible DBEs at the time of bid submission, in order for their race-neutral participation to be counted towards the City's Overall DBE goal.

In accordance with 49 CFR §26.55 and §26.71, the following guidelines apply in calculating/ counting DBE participation:

i. Only the participation of firms certified in accordance with 49 CFR Part 26 may be counted as DBE participation.

ii. Only work (represented by Work Category code(s)) for which the firm is certified as a DBE may be counted as DBE participation.

iii. Only work performed by a DBE's own work forces (including cost of supplies, materials and equipment leases obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the prime contractor or its affiliate), may be counted as DBE participation.

iv. When a DBE subcontracts part of its work of its contract to another firm, the value of the subcontracted work may be counted as DBE participation only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count as DBE participation. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce.

v. When a DBE performs as a participant in a joint venture with a non-DBE, only the portion of the total contract dollar value equal to the distinct, clearly defined portion of the work to be performed by the DBE's own forces may be counted as DBE participation.

i. Only work considered to perform a commercially useful function may be counted as DBE participation.

ii. For transportation services that are required under the contract and provided by a DBE trucking company, DBE participation is counted on the total value of the transportation services the DBE trucking company provides using trucks it owns, insures, and operates and using drivers it employs.

iii. For materials and supplies that are required under the contract and obtained from a DBE manufacturer, one hundred percent (100%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the contractor.

iv. For materials and supplies that are required under the contract and obtained from a DBE supplier/regular dealer, sixty percent (60%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a supplier/regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

v. A Bidder may count as DBE participation, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared with fees customarily allowed for similar services.

vi. A Bidder may count as DBE participation, all transportation services provided by a DBE trucking firm that can demonstrate control of trucking operations for which it seeks credit and it owns, insures, and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully licensed, insured, and operation truck used on the contract. The DBE trucking firm may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE who leases trucks from a non-DBE is entitled to credit only for the fees or commissions it receives as a result of the lease arrangement.

vii. Prime contractors are advised to not count participation of DBE subcontractors towards DBE attainment until the amount being counted has been paid to the DBE.

viii. In cases where a DBE's certification has ceased during the performance period of the contract, although the prime contractor will continue to report to the City, the dollar value of the work performed by the firm, any work performed after the DBE ceases to be certified will not count towards DBE participation credit or the City's Overall DBE goal fulfillment.

### **Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the The City of Simi Valley. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the The City of Simi Valley. This clause applies to both DBE and non-DBE subcontracts.

### **Incorporation of Federal Transit Administration (FTA) Terms**

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

**Veterans Preference**

Veterans Preference as provided by 49 U.S.C. § 5325(k), to the extent practicable, the City of Simi Valley agrees and assures that each of its Contractors:

Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

EXHIBIT "C"  
BID RESPONSE

CONTRACT BETWEEN THE CITY OF SIMI VALLEY AND  
\_\_\_\_\_ FOR TRANSIT CNG FUELING SYSTEM  
UPGRADE, CP960281, SPECIFICATION NO. SV 20-13R, FAIN:  
CA-2020-221-00

**BOND FOR FAITHFUL PERFORMANCE  
BOND NO.**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as “Contractor” as principal, and \_\_\_\_\_ hereinafter referred to as “Surety,” are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as “City”, or “Obligee” in the 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, jointly and severally, firmly by these presents.

This condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with City for the Transit CNG Fueling System Upgrade, CP960281, Specification No. SV 20-13R, FAIN: CA-2020-221-00, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney’s fee, to be fixed by the court.

**BOND FOR FAITHFUL PERFORMANCE (cont'd)**

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of the Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

**FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE**

STATE OF CALIFORNIA        )  
COUNTY OF                    )  
CITY OF                         )        SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
before me, the undersigned, a Notary Public in and for said County and State, residing  
therein, duly commissioned and sworn, personally appeared \_\_\_\_\_,  
personally known to be (or proved to me on the basis of satisfactory evidence to be) the  
person whose name is subscribed to this instrument; and known to be the \_\_\_\_\_  
of \_\_\_\_\_ and the same person whose name is  
subscribed to the within instrument as the \_\_\_\_\_  
of said \_\_\_\_\_ and the said \_\_\_\_\_  
duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_  
thereto as Surety and his/her own name as \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as “Contractor” as principal, and \_\_\_\_\_ hereinafter referred to as “Surety,” are held and firmly bound unto the City of Simi Valley, California, hereinafter referred to as “City”, or “Obligee” in the 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, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with City for the Transit CNG Fueling System Upgrade, CP960281, Specification No. SV 20-13R, FAIN: CA-2020-221-00, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or any subcontractor, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, 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 and all persons named in Section 3181 of the Civil Code of the State of California.

**BOND FOR MATERIAL SUPPLIERS AND LABORERS**

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

**FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS**

STATE OF CALIFORNIA        )  
COUNTY OF                    )  
CITY OF                         )        SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_, Personally known to be (or proved to me on the basis of satisfactory evidence to be) the person whose name is subscribed to this instrument; and known to be the \_\_\_\_\_ of \_\_\_\_\_ and the same person whose name is subscribed to the within instrument as the \_\_\_\_\_ of said \_\_\_\_\_ and the said \_\_\_\_\_ duly acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto as Surety and his/her own name as \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

\_\_\_\_\_  
Notary Public in and for said  
County and State aforesaid.

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

Section 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

“I am aware of the Provisions of Section 3700 of the Labor Code 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 I will comply with such provisions before commencing the performance of the work of this Contract.”

By \_\_\_\_\_

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

Title \_\_\_\_\_

By \_\_\_\_\_

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

Title \_\_\_\_\_

# General Liability Special Endorsement for the City of Simi Valley

1. ENDORSEMENT NO.

2. ISSUE DATE (MM/DD/YY)

3. PRODUCER

TELEPHONE

4. INSURED

5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER  Occurrence

LOSS ADJUSTMENT EXPENSE  Included in Limits

In Addition to Limits

6.  Deductible  Self-insured Retention (check which) of \$ \_\_\_\_\_

7. **APPLICABLE.** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here  in which case only the following specific agreements and permits with the City of Simi Valley are covered:

CITY AGREEMENTS/PERMITS

8. TYPE OF INSURANCE

**GENERAL LIABILITY**

COMMERCIAL GENERAL LIABILITY

COMPREHENSIVE FORM

9. COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

PREMISES/OPERATIONS

UNDERGROUND & COLLAPSE HAZARD

PRODUCTS/COMPLETED OPERATIONS

CONTRACTUAL

INDEPENDENT CONTRACTORS

\_\_\_\_\_

\_\_\_\_\_

10. OTHER PROVISIONS

11. **CLAIMS:** Underwriter's representative for claims pursuant to this insurance (address and telephone).

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 12. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 13. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 14. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. CITY DEPARTMENT/BUREAU

**CITY OF SIMI VALLEY  
2929 TAPO CANYON RD  
SIMI VALLEY, CA 93063**

16. AUTHORIZED

REPRESENTATIVE  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature

(original signature required on copy)

Telephone: ( ) \_\_\_\_\_

Date signed \_\_\_\_\_

# Automobile Liability Special Endorsement

1. ENDORSEMENT NO.

2. ISSUE DATE (MM/DD/YY)

**for the City of Simi Valley**

<p>3. PRODUCER</p>   <p>TELEPHONE _____</p>	<p>5. POLICY INFORMATION:</p> <p>Carrier: _____</p> <p>Policy No.: _____</p> <p>Policy Period: _____</p> <p>COVERAGE TRIGGER <input type="checkbox"/> Occurrence</p> <p>LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits  <input type="checkbox"/> In Addition to Limits</p>
<p>4. INSURED</p>	<p>6. <input type="checkbox"/> Deductible <input type="checkbox"/> Self-insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. (which)</p>
<p>7. <b>APPLICABLE.</b> This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Simi Valley unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Simi Valley are covered:  <b>CITY AGREEMENTS/PERMITS</b></p>	

8. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		9. OTHER PROVISIONS
	EACH OCCURRENCE	AGGREGATE	
ANY AUTO			<p>10. CLAIMS: Underwriter's representative for claims pursuant to this insurance (address and telephone).</p>
OWNED AUTOS			
SCHEDULED AUTOS			
HIRED AUTOS			
NON-OWNED AUTOS			
_____			

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 11. **ADDITIONAL INSURED.** The City of Simi Valley and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 12. **CONTRIBUTION NOT REQUIRED.** Insurance is primary with respect to any insurance maintained by the City of Simi Valley and shall not call on the City's insurance for contribution.
- 13. **CANCELLATION NOTICE.** With respect to the interests of the City of Simi Valley this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Simi Valley addressed as follows: City of Simi Valley, Attn.: Risk Manager, 2929 Tapo Canyon Road, Simi Valley, CA 93063.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

**ENDORSEMENT HOLDER**

15. CITY DEPARTMENT/BUREAU

**CITY OF SIMI VALLEY**  
**2929 TAPO CANYON RD**  
**SIMI VALLEY, CA 93063**

16. AUTHORIZED REPRESENTATIVE  Broker/Agent  Underwriter  \_\_\_\_\_

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature  
*(original signature required on copy)*

Telephone: (     ) \_\_\_\_\_ Date signed \_\_\_\_\_



**INSTRUCTIONS - DBE RACE-NEUTRAL PARTICIPATION COMMITMENT FORM****Contractor Section**

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Bidder's Name** - Enter the contractor's firm name.
5. **Prime Certified DBE** - Check box if prime contractor is a certified DBE
6. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor
7. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
8. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
10. **Description of Work, Services, or Materials Supplied and NAIC(s)** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. Additionally, identify the applicable NAICS(s) or service or supply listed.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontractors must notify the prime contractor in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Firm Name and Contact Information** - Enter the name and telephone number of all DBE subcontractors. Also, enter the prime contractor's name and telephone number, if the prime is a DBE.
13. **DBE Dollar Amount** – Enter the subcontracted dollar amount of the work to be performed or service to be provided eligible for DBE participation. Include the prime contractor if the prime is a DBE. See City of Santa Clarita's DBE Program for how to count full/partial participation. If 100% of a work item is not to be performed or furnished by a DBE, calculate and list the exact portion of the item to be performed or furnished by the DBE.
14. **Total Claimed DBE Participation** – \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount").
15. **Preparer's Signature** – The person completing this section of the form for the contractor's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the contractor.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the contractor.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the contractor.

**Local Agency Section:**

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Award Date** - Enter the date the contract was executed
23. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
24. **Date** - Enter the date the Local Agency Representative signs the form.
25. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
26. **Phone** - Enter the area code and telephone number of the person signing this section of the form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
**STANDARD SPECIFICATIONS**

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R

FAIN: CA-2020-221-00

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**STANDARD SPECIFICATIONS**

0-1 **STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the City. They will be referred to in the Special Provisions as the "Standard Specifications."

0-2 **DELETIONS**

The following sections of the SSPWC are hereby deleted: 3-1 "Assignment", 7.2 "Precedence of the Contract Documents", 6-4.1 "General", 6-9 "Liquidated Damages", 5.4 "Insurance", 7.3.3 "Delivered Materials", 214 "Traffic Striping, Curb and Pavement Markings, and Pavement Markers", 314 "Traffic Striping, Curb and Pavement Markings, and Pavement Markers", 600 "Access", 700 "Street Lighting and Traffic Signal Systems".

0-3 **NUMBER OF SECTIONS**

The numbering of sections and subsections in these modifications are compatible with the numbering in the SSPWC. The Special Provisions will be numbered as Sections 1000 through 1100.

The replacement sections of those sections deleted from the SSPWC shall have the same numbers as the sections they replaced.

0-4 **ADDITIONS**

The sections which follow either replace sections of like number in the SSPWC, which were deleted in Section 0-2 above, or add material not in the SSPWC.

## SECTION 1 – GENERAL

### 1-2 TERMS AND DEFINITIONS

#### 1-2.1 Additional Definitions

Acceptance – The formal written acceptance by the City of the completed project.

Addendum – A notice issued to all prospective bidders during the bidding period when the modification of the plans and/or specifications necessary to change, correct, clarify or further define any aspect of the work.

Agency/City – City of Simi Valley.

Approved Equal – or words of the like import refer to a material which has been approved by the City Engineer as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be "approved", "required" or "directed" by the City of Simi Valley or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

City Council – The body constituting the awarding authority of the City.

Department – Public Works Department, City of Simi Valley.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48-hours or two working days) prior to the commencement of the contemplated action. Notifications may be from City to Contractor or from Contractor to City.

Engineer – The City Engineer of the City of Simi Valley.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the City.

Prompt – The briefest interval of time required for a considered reply, including the time required for approval by a governing body.

Proposal – Includes all those documents, which must be submitted by bidder in order to be awarded the Contract.

1-3 ABBREVIATIONS1-3.3.1 Institutions

AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APCD	Air Pollution Control District
APWA	American Public Works Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
CAL-OSHA	California Occupational Safety & Health Administration
CITY	City of Simi Valley
CRSI	Concrete Reinforcing Steel Institute
DISTRICT	Ventura County Waterworks District No. 8
IEEE	Institute of Electric and Electronic Engineer
NASSCO	National Association of Sewer Service Co.
NEC	National Electrical Code
NFPA	National Fire Protection Association
RSRPD	Rancho Simi Recreation and Parks District
SSPWC	Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of AGC and APWA
SSS	State of California, Department of Transportation, Standard Specifications, latest edition
VCFCDD	Ventura County Flood Control District
VCTC	Ventura County Transportation Commission
VCWPD	Ventura County Watershed Protection District

**SECTION 2 – SCOPE OF THE WORK**2-2 PERMITS2-2.1 City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and such permit will be issued at no cost to the Contractor. Contractor shall comply with all specifications required by said permit.

2-2.2 Caltrans Encroachment Permit

When work is proposed within State of California Department of Transportation right-of-way, the City will obtain an Encroachment Permit. However, after contract award, the Contractor shall obtain and pay for an Encroachment Permit Rider at the State of California Department of Transportation, Permit Section, 100 S. Main

Street, Los Angeles, CA 90012. The Contractor will need to show evidence of possessing bonding that meets the requirements of the State of California Department of Transportation. Such bonding costs will be at Contractor's expense.

2-2.3 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

**SECTION 3 – CONTROL OF THE WORK**

3-1 ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

3-7 CONTRACT DOCUMENTS

3-7.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the City to be accurate and to contain no misrepresentation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. City does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the City's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefor in the bid.

In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify City in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor, or trivial, and whether or not a change order, time extension, or additional compensation has been granted by the City. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

### 3-7.3 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the City of Simi Valley or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the City nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the Contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes and releases any claims, rights, demands, damages, actions and causes of action in connection therewith against the City of Simi Valley and its officers and employees.

### 3-7.4 Additional Investigations Required

Prior to bid submittal, the bidder must perform an independent site investigation and by the bid represents that the bidder has accomplished and is satisfied as to the result of the investigation required under these Bid Terms and Conditions. In addition thereto, the bidder has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the Contractor

neither has nor shall have any claim, demand, action, or cause of action against the City of Simi Valley, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the Contract documents. Neither the City of Simi Valley nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged representation made by the City of Simi Valley, or any officer or employee thereof, in respect to any of the foregoing matters.

### 3-12 WORK SITE MAINTENANCE

#### 3-12.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. Violations will be reported to the appropriate authorities.

Dust control shall be maintained at all times. Visible dust with speeds up to 20 miles per hour may be cause for job site shut down. Gusts in excess of 20 miles per hour shall be cause for job site shut down.

#### 3-12.7 Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

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 such muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed a maximum of 50 dba at a distance of 50 feet from the source. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating the noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.4 No Waiver of Legal Rights

The City shall not be precluded or be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The City shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Engineer or by the Engineer's representative nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a continuing waiver or a waiver of any other or subsequent breach.

3-13.5 Non-Complying Work

Neither the final payment nor any provision in the Contract documents, nor partial or entire occupancy of the premises by the City, nor recordation of Notice of Completion by City shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

**SECTION 4 – CONTROL OF MATERIALS**

4-6 TRADE NAMES

No "approved equal" material shall be used in any of the work unless approval to use same is first obtained in writing from the City Engineer. The City reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the City Engineer in writing. In all cases where propriety articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "approved equal" status for proposed

substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

### Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, and Contractors Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.
5. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

## Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its Boards, Officers, Agents, Officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its Boards, Officers, Agents, Officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Boards, Officers, Agents, Officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

B. If applicable, the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

### **Waiver of Subrogation**

Contractor hereby grants to City a waiver of subrogation which any insurer may acquire against the City, its Boards, Officers, Agents, Officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

## Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

## Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

## Special Risks or Circumstances

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

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

### 6-4 DELAYS AND EXTENSIONS OF TIME

#### 6-4.1 General

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, or by fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor.

### 6-6 SUSPENSION OF THE WORK

#### 6-6.3 Temporary Suspension of Work

If suspension of work is ordered, Contractor shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the Engineer orders a suspension of all of the work or a portion of the work, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

### **7-6 FINAL PAYMENT**

All measurements and payments shall be in accordance with the provisions of Section 7 of the SSPWC, "Measurement and Payment." The items of work for the project are shown in the Proposal and consist of unit price and lump sum items for payment. It is the intent of these specifications that the cost of all work shown or specified on the plans, but not specifically included in a unit price or lump sum item, shall be considered as being included in the amounts bid for the various items in the Proposal.

### **7-7 TERMINATION OF CITY LIABILITY**

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" form which shall operate as, and shall be, a release of the City, the City Council and each member of the Council and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amounts kept or retained as provided in sub-section 7-3.2 of the SSPWC "Partial and Final Payment", and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. A payment of \$1.00 will be made to the Contractor for executing this document.

### **7-8 AFFIDAVIT OF PAYMENT**

Another requirement prior to receiving the final payment is that the Contractor shall file with the City Engineer the completed attached affidavit sworn to before a Notary Public stating that all workers and persons employed, all firms supplying materials and all subcontractors upon the project, have been paid in full, and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in such affidavit, covering disputed claims or items in connection with which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure. The filing of such notarized affidavit by the Contractor is required before the City makes final payment on the Contract.

**SECTION 402 - UTILITIES**

**402-7 SCOPE OF WORK**

Work shall conform to the provisions in Section 402 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters or other facilities. Covers which are partially exposed shall be cleaned to the satisfaction of the Engineer.

Immediately prior to placing asphalt emulsion, the Contractor shall wrap all utility covers in a 3 mm plastic bag. The Contractor shall take care not to allow asphalt emulsion to run onto the covers. Diesel fuel application to the covers will not be allowed.

The Contractor shall contact the respective utility companies and other agencies listed below forty-eight (48) hours prior to starting any work on each road by which those companies are affected.

To make sure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the City, the Contractor shall immediately notify the City and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefor.

**UTILITY/AGENCIES TELEPHONE CONTACT LIST**

AT&T (805) 583-6559	RANCHO SIMI RECREATION AND PARK DISTRICT (805) 584-4400
AT&T LONG DISTANCE FIBER OPTIC (704) 963-7964	SIMI VALLEY UNIFIED SCHOOL DISTRICT (805) 306-4500
CALIFORNIA HIGHWAY PATROL (805) 654-4710 (4571)	SOUTHERN CALIFORNIA GAS CO. (818) 701-3468
CALLEGUAS MUNICIPAL WATER DISTRICT (805) 526-9323	

CENTURYLINK  
(800) 244-1111

SPECTRUM  
(805) 732-8160

CITY ENGINEER  
(805) 583-6786

SPRINT NEXTEL  
(949) 842-9315

CITY POLICE DEPARTMENT  
(805) 583-6950

UNDERGROUND SERVICE ALERT  
1-800-422-4133 OR 811

CITY SANITATION DIVISION  
(805) 583-6455

UNION PACIFIC RAILROAD  
(800) 336-9193

CITY TRAFFIC ENGINEER  
(805) 583-6786

U.S. POST OFFICE  
(805) 526-9819 OR (800) 275-8777

CITY TRANSIT DIVISION  
(805) 583-6456

VENTURA COUNTY FIRE DEPARTMENT  
(805) 389-9738, ext. 1

CRIMSON PIPELINE  
(805) 525-6312

VENTURA COUNTY SHERIFF  
(805) 494-8200

EDISON INTERNATIONAL COMPANY  
(805) 494-7013

VENTURA COUNTY WATERSHED  
PROTECTION DISTRICT  
(805) 378-3033

EQUILON CORPORATION  
(310) 816-2063

VENTURA COUNTY WATERWORKS  
DISTRICT NO. 8  
(805) 583-6076

GOLDEN STATE WATER COMPANY  
(805) 527-9393

MED TRANS AMBULANCE  
(805) 495-4666

VERIZON  
(909) 421-3312 or (909) 421-3316

WASTE MANAGEMENT  
(805) 522-9400 EXT. 4360

CITY OF SIMI VALLEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**SPECIAL PROVISIONS**

FOR

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R

FAIN: CA-2020-221-00

SPECIAL PROVISIONS

TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO. SV 20-13R, FAIN: CA-2020-221-00

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## SECTION 1000

**SPECIAL CONDITIONS**1000-1 **STANDARD SPECIFICATIONS**

As indicated in Subsection 0-1, the Standard Specifications for Public Works Construction (SSPWC), latest edition, along with the modifications thereto have been established as the Standard Specifications by the Engineering Division of the Public Works Department. These specifications will prevail as the basic Standard Specifications for this project except as otherwise specifically noted in the Special Provisions.

1000-2 **INVESTIGATION OF SITE CONDITIONS**

Bidders are urged to visit the work site to conduct their own investigations as to the existing conditions affecting the work to be accomplished under these specifications. If the bidder chooses not to visit the site or conduct investigations, the bidder will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

1000-3 **AWARD OF CONTRACT**

A construction contract will be awarded to the lowest responsive and responsible bidder whose proposal complies with all the requirements; however, the City reserves the right to award, or not award.

1000-4 **START OF CONSTRUCTION**

The necessary bonds and insurance certificates shall be submitted to the City within 10 business days of the contract award. Notice to Proceed may be issued any time after the Notice of Award. A pre-construction conference will be held prior to the start of work. The date of the Notice to Proceed constitutes the start of construction, which date will be the first chargeable working date of the contract.

1000-5 **TIME OF COMPLETION**

The Contractor shall complete the work including punch list items (if applicable) within the contract amount of 240 consecutive calendar days from receipt of the written Notice to Proceed. The issuance of the Notice to Proceed constitutes the Contractor's authority to enter upon the work site and begin operations.

1000-6 **WORKING HOURS & WORKING DAYS**

**Construction working hours shall be limited to the hours between 7:00 a.m. and 4:00 p.m. Monday through Friday, unless otherwise approved by the City Engineer in writing.**

Any overtime for inspection by City staff, outside of the hours Monday through Friday, and any work on Saturdays, Sundays and Holidays, shall be paid for by the Contractor, and such costs will be deducted from the progress payments to the Contractor. **The Contractor shall provide at least forty-eight hour notification for all overtime work requests.**

The following days are recognized as holidays by the City:

1. January 1st (New Year's Day)
2. 3rd Monday in January (Martin Luther King, Jr. Day)
3. 3rd Monday in February (President's Day)
4. Last Monday in May (Memorial Day)
5. July 4th (Independence Day)
6. 1st Monday in September (Labor Day)
7. November 11th (Veteran's Day)
8. 4th Thursday in November (Thanksgiving Day)
9. 4th Friday in November (Day after Thanksgiving)
10. December 24th (Christmas Eve)
11. December 25th (Christmas Day)

When any of the above listed holidays falls on Sunday, the holiday shall be observed on the following Monday. Whenever any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

#### 1000-7 FAILED TESTS

All retesting of failed materials, field compaction tests, and standby charges for such services will be accomplished at the Contractor's expense. The cost for all retesting and standby charges will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight (48) hours notification for the need of compaction and materials testing.

#### 1000-8 RECORD DRAWINGS

Contractor shall provide, and maintain on the job site, one complete set of prints of all drawings which form a part of the contract. Immediately after each portion of the work is installed, clearly and legibly indicate all deviations from the original design shown in the drawings either by additional sketches or ink thereon. Upon completion of the job, deliver this record set to the Engineer.

#### 1000-9 COMPETENT PERSON

Contractor shall appoint a "Competent Person," as outlined in the 1990 OSHA regulations "Construction Standards for Excavations," on-site for the duration of the project to identify and to take corrective action for existing and potential hazards of excavations. The Contractor shall identify, in writing, who their competent person shall be at the preconstruction conference. The Contractor's Competent Person must attend the preconstruction conference.

1000-10 PROJECT SUPERINTENDENT

Contractor shall designate, and keep on the work site at all times during its progress, a competent superintendent who shall not be replaced without written notice to the Engineer. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's project superintendent must attend the pre-construction conference.

1000-11 JOBSITE SAFETY

Contractor shall assume sole and complete responsibility for construction means, methods, techniques, sequences, and procedures, and for all jobsite conditions during the course of construction of the project, including safety for all persons property, including contractor's and subcontractor's employees and the general public. The Contractor's responsibility for jobsite conditions and safety shall apply continuously and not be limited to normal working hours.

The City, the City Engineer, the Design Engineer, or any of their consultants shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, for any jobsite conditions.

1000-12 BASIS FOR ESTABLISHING COST OF LABOR FOR EXTRA WORK

The cost of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus payment of health and welfare, pension, vacation, apprenticeship funds, and other direct cost included in the prevailing rates applicable to the project as well as assessments or benefits required by lawful collective bargaining agreements. To the total of these labor costs, the labor surcharge set forth in the current CALTRANS Labor Surcharge and Equipment Rental Rates publication shall be applied.

1000-13 EXTRA WORK MARKUP

A. Work by Contractor. The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits, and all other cost not specifically provided for:

- 1) Labor..... 25%
- 2) Materials..... 15%
- 3) Equipment Rental.... 15%
- 4) Other Items.... 15%

To the sum of the cost and markups provided for in this section, 1 percent (1%) shall be added as compensation for bonding.

- B. Work by Subcontractor. When a Subcontractor performs all or any part of the extra work, the markup established in 3-3.2.3(a) of the SSPWC shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent (5%) on work in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

1000-14 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Special Conditions."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1001

**SPECIAL CONSTRUCTION REQUIREMENTS**

(Not a Bid Item, except Mobilization and Demobilization and Site Investigation and Dimension Verification)

1001-1 **MOBILIZATION AND DEMOBILIZATION**

Includes all items associated with the beginning phase and ending phase, including but not limited to: arrangement for the contract, bonds, and insurance, establishment of any subcontract arrangements, material, equipment and labor, scheduling and ordering, transportation and storing of equipment and materials to the site, establishment of field operations, including structures whether mobile or not, electricity, water, gas, etc., signage when required, permits and similar items.

1001-2 **SITE INVESTIGATION AND DIMENSION VERIFICATION**

The Contractor shall visit the site and perform a site investigation to collect data and verify existing field conditions and site dimensions, which shall be used to assist with the preparation and development of shop drawings. It is the Contractor's responsibility to share this data with all pertinent parties to minimize any delays, discrepancies, equipment interface and compatibility issues, etc., during the construction of the project. The Contractor shall notify and schedule with the Engineer, 24 hours in advance, of his site investigation.

1001-3 **CONSTRUCTION SCHEDULE**

One week prior to the Pre-Construction Conference, Contractor shall submit to the Engineer for review prior to approval and start of construction: A project Construction Schedule in accordance with the SSPWC Subsection 6-1, "Construction Schedule and Commencement of the Work." Sufficient detail shall be included for the identification of subdivisions of major components into each activity.

An updated construction schedule shall be submitted concurrently with the request for progress payments; processing of progress payments will be delayed until the schedule is received.

Any revisions to the originally approved Construction Schedule shall be approved by the Engineer, in writing, at least three working days prior to any construction.

1001-4 **COORDINATION OF WORK**

Contractor shall coordinate the work with all respective utility companies for any related relocations and/or construction work.

Contractor must make every effort to eliminate or minimize any impact to the operation of the Water Quality Control Plant. Vehicle access must be maintained throughout the facility.

#### 1001-5 REMOVAL OF MATERIALS

All materials which are to be disposed of, including but not limited to, existing piping, concrete, asphalt, and other extraneous materials and debris, shall be removed immediately from the construction site. All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor's expense.

#### 1001-6 PROTECTION OF EXISTING IMPROVEMENTS

During construction of the proposed improvements, extreme care shall be exercised to protect existing public and private property improvements, such as but not limited, to concrete and block walls, hardscape, fences, walks, brick planters, curbs, valves, manholes, asphalt, irrigation lines, landscaping, garden lights, utility meters, drainage structures, posts, signs, etc., unless otherwise identified in these Special Provisions, or shown on the Plan for relocation/removal/reconstruction by the Contractor. The protection of existing improvements in place may require shoring and/or bracing depending upon the condition of the facilities. Repair and/or replacement of any facilities damaged and/or removed by the Contractor, that are to remain, shall be at the sole expense of the Contractor.

#### 1001-7 DUST AND NOISE CONTROL

Contractor shall provide means to prevent dust, grit, excessive noise, and other waste products from becoming a nuisance in and around the working areas. The Contractor shall take all necessary steps, with the approval of the Engineer, to reduce or eliminate such nuisance. The Contractor is required to control dust during the entire contract period, including holidays and weekends, and also comply with California Air Resources Board and Ventura County Air Pollution Control District regulations.

The City reserves the right to impose liquidated damages to the Contract or if the Contractor fails to control dust in accordance with these contract specifications.

#### 1001-8 SURVEY MONUMENT TIES ADJUSTMENTS

Contractor shall locate, protect, and preserve all existing survey monuments and ties that will be, or may be damaged or destroyed by the Contractor's operation. All existing nails, markers, and tags within sidewalks, curbs, curb/gutters, curb ramps and streets shall be tied down by the City's Contract Surveyor prior to such removals by the Contractor for subsequent adjustment and/or installation. Where a survey monument and/or property corner tie will be removed due to this construction, the Contractor must save the monuments, markers, and appurtenances and submit to the City Engineer. The City's Contract Surveyor will accomplish the reinstallation of the actual monuments and/or property corners.

1001-9 MAINTENANCE OF EXISTING DRAINAGE SYSTEM

Contractor must maintain the existing drainage system within the work areas during the entire duration of the construction. This item shall include stormwater pollution and erosion control measures.

1001-10 SUBMITTALS

SSPWC Subsection 2-5.3, "Submittals," is hereby supplemented as follows:

Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, nominal pipe size, technical bulletins, specifications, diagrams, or product samples necessary to describe a system product or item. Submittals for system shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Engineer. If no change or correction is required, three copies will be returned to the Contractor.

Submittals are required for the structural steel pipes, plates, flanges, bars, bolts, HSS tubing, crossties, epoxy anchor rods, any product, or manufactured items as specified on the Plans or in the Special Provisions, or when requested by the Engineer.

Three weeks prior to the use of any specified material, the Contractor shall provide written certifications, and shop drawings of all materials to be incorporated in the work. The Contractor shall not deliver or use any such materials without prior approval in writing, of the Engineer.

1001-11 PROGRESS PAYMENTS

The Contractor or its designated representative shall sign a monthly quantity payment sheet of completed work in order to expeditiously process monthly progress payments.

In addition, all Contractor's daily logs (record of all labor and equipment working on the job) shall be submitted to the Project Inspector prior to processing of monthly progress report.

1001-12 INSPECTION, MATERIALS AND WORKMANSHIP

All materials and workmanship shall conform to the provisions of Section 4 "Control of Materials" of the SSPWC, and these Special Provisions.

The City or its representative shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility to ascertain that the materials and the workmanships are in accordance with the requirements and intentions of the Specifications, the Special Provisions, and the Plans. All work done and all materials furnished shall be subject to City inspections.

The inspection of the work or material shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be brought up to all requirements and compliance as outlined by this specification. Any unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the City or that payment therefore has been included in the progress estimate.

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed to the Contractor for such removal, replacement, or remedial work. Contractor must reimburse City for all additional inspection and/or Engineering costs spent on such remedial work if remedial work is performed beyond the specified completion time in the contract.

## SECTION 1002

**MEASUREMENT AND PAYMENT**

(Bid Items 1 through 23)

1002-1 DESCRIPTION

The items listed below beginning with 1002-3 and ending with 1002-6 refer to work that shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed. Beginning with 1002-7 refer to those listed in the bid schedule. They do not constitute all of the bid items for the completion of the work. Separate payment may be paid for work required by other sections of the Special Conditions.

1002-2 ESTIMATE OF QUANTITIES

- A. Where listed in the bid schedule, the quantities for lump sum prices are final prices. The Contractor shall not be entitled to any adjustment in a lump sum price.
- B. Where listed in the bid schedule, the quantities that are not lump sum are estimated quantities and are included solely for the purpose of comparison of bids. The City does not expressly, or by implication, agree that the actual quantities, or the nature of the materials encountered, will correspond with the estimated quantities.

1002-3 DIVISION OF BUILDING AND SAFETY REQUIREMENTS AND PERMITS

Before beginning construction, the Contractor shall secure required permits from the City of Simi Valley Division of Building and Safety. The plans and installation shall comply with the requirements of the latest adopted edition of the California Building, Mechanical, Electrical, and Energy Codes, and all local Ordinances, laws, and Regulations.

The Contractor shall arrange for necessary inspections and provide evidence of inspection approvals to Engineer.

The City of Simi Valley will waive the cost of all permit applications; however it is the contractors' responsibility to provide all paperwork and documents as required for the permit application process.

1002-4 AS-BUILT DRAWINGS

The Contractor shall, within thirty (30) days after completion of construction, provide the City with two (2) sets of marked-up prints showing clearly and neatly in red ink all changes, corrections, and additions made during the construction period. Such features shall be recorded and kept up to date on a complete as-built record set of drawings which shall be corrected daily and show every change from the contract drawings and specifications and the exact as-built location, size, and kind of every valve, fixture, wire conduit, etc.

1002-5 OCCUPANCY AND USE OF EXISTING FACILITIES

Personnel will be operating and using the Transit facility areas during the scheduled construction period. The Contractor shall plan and coordinate work activities in order to provide all necessary controls for the abatement of dust, noise, and inconvenience to Transit personnel during all phases of the work. Work areas shall be thoroughly cleaned at the end of each workday to allow operation of City personnel. It will be necessary to schedule and sequence the work to ensure that specific areas are functional based on operational needs.

1002-6 SCHEDULING OF WORK

Wherever specifications or drawings call for advance notification, Contractor shall include that notification in the project work schedule as a separate line item in the time slot appropriate to ensure proper coordination of the construction activities with the Engineer.

Perform on site work in conformance with the City approved work schedule. Construction shall not disrupt the operation of essential equipment except during time periods established and approved by the Plant Operational Supervisor. Notify the City's Engineering Staff, and the Deputy Public Works Director/Transit in writing at least 5 calendar days in advance of necessary interruptions of Transit operations and the shut-off of utility services. The utility service (electrical) may only be shut off for less than one working day. Utility interruptions shall occur during regular Transit working hours (7:30 a.m. to 4:30 p.m., Monday through Friday).

1002-7 MEASUREMENT AND PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (Bid Item No. 1)

The measure and payment for Contractor's mobilization of equipment onsite shall be made at one-half the contract lump sum bid price at the time of first pay estimate request. The measure and payment for demobilization shall be made at one-half the contract lump sum bid price at the time of final pay estimate request.

1002-8 MEASUREMENT AND PAYMENT FOR SITE INVESTIGATION AND DIMENSION VERIFICATION (Bid Item No. 2)

The measure and payment for site investigation and dimension verification shall be made at the lump sum bid price as shown in the Bid Schedule after the Contractor has performed the site investigation and submitted drawings verifying the measured dimensions.

1002-9 MEASUREMENT AND PAYMENT FOR DECOMMISSIONING AND REMOVAL: (Bid Item No. 3)

The measurement and payment for the decommissioning and removal of the gas dryer, (1) CNG compressor skid, motor controls, main switch board, and other items described in the contract documents will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, complete demolition and disposal of the existing equipment, electrical conduits, piping, supports, etc., and all appurtenant work as described in the contract drawings and specifications.

1002-10 MEASUREMENT AND PAYMENT FOR SUCTION-SIDE GAS DRYER:  
(Bid Item No. 4)

The measurement and payment for the suction-side gas dryer with desiccant tower and on-board regeneration will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-11 MEASUREMENT AND PAYMENT FOR CNG COMPRESSOR AND MOTOR, SKID MOUNTED: (Bid Item No. 5)

The measurement and payment for the CNG compressor and motor, skid mounted will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-12 MEASUREMENT AND PAYMENT FOR MOTOR STARTER SYSTEM:  
(Bid Item No. 6)

The measurement and payment for the Motor Starter System for diving the new and existing compressor skids and accessory loads will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-13 MEASUREMENT AND PAYMENT FOR PLC CONTROLLER SYSTEM WITH REMOTE COMMUNICATIONS PANEL/MODULE:  
(Bid Item No. 7)

The measurement and payment for the PLC controller for control of the compressor system and lead-lag start and stop control of the new and existing compressor skids with remote communications panel/module will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, design, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-14 MEASUREMENT AND PAYMENT FOR (3) BASE CNG STORAGE VESSELS AND APPURTENANCES: (Bid Item No. 8)

The measurement and payment for three (3) base CNG storage vessels and appurtenances, each with a minimum of 11,500 scf of CNG at 4,500 psig and MAWP of 5,500 psig will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-15 MEASUREMENT AND PAYMENT FOR FLEET PRIORITY VALVE PANEL SYSTEM:  
(Bid Item No. 9)

The measurement and payment for fleet the priority valve panel system for fast-fill and time-fill, in a NEMA 3R enclosure will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-16 MEASUREMENT AND PAYMENT FOR FAST-FILL DISPENSER:  
(Bid Item No. 10)

The measurement and payment for the 2-hose fast-fill dispenser with 3-bank sequencing and temperature compensation will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-17 MEASUREMENT AND PAYMENT FOR FUEL MANAGEMENT TERMINAL:  
(Bid Item No. 11)

The measurement and payment for the fuel management terminal will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-18 MEASUREMENT AND PAYMENT FOR REPLACEMENT MAIN SWITCH BOARD: (Bid Item No. 12)

The measurement and payment for the replacement main switch board and service entrance with new primary wires, including reconnecting new and existing loads required will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-19 MEASUREMENT AND PAYMENT FOR LOAD BANK: (Bid Item No. 13)

The measurement and payment for the load bank for automatic exercising and loading of the existing generator will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-20 MEASUREMENT AND PAYMENT FOR SURVEILLANCE CAMERA SYSTEM WITH DATA CONNECTION:  
(Bid Item No. 14)

The measurement and payment for the surveillance camera system with Division-2 classified-area rating and IP connectivity will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-21 MEASUREMENT AND PAYMENT FOR CHAIN LINK FENCE AND GATES:  
(Bid Item No. 15)

The measurement and payment for the chain link fencing and lockable gates as shown on the plans will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, and all appurtenant work, as described in the contract drawings and specifications.

1002-22 MEASUREMENT AND PAYMENT FOR LOW-VOLTAGE AND IP COMMUNICATIONS: (Bid Item No. 16)

The measurement and payment for the associated low-voltage and IP communication connections to the City's network for the fuel management terminal and site monitoring console will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-23 MEASUREMENT AND PAYMENT FOR PIPING, TUBING, AND ELECTRICAL: (Bid Item No. 17)

The measurement and payment for the piping, tubing, and electrical conduits and wire as shown on the plans will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, testing and all appurtenant work, as described in the contract drawings and specifications.

1002-24 MEASUREMENT AND PAYMENT FOR TEE AND VALVE FOR FUTURE CONNECTION: (Bid Item No. 18)

The measurement and payment for the piping tee and capped ball valve at the gas-supply for future connection of remote RNG gas supply as shown on the plans will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, mechanical, and civil work, supports, submittals, testing and all appurtenant work, as described in the contract drawings and specifications.

1002-25 MEASUREMENT AND PAYMENT FOR TWO (2) WIND DRIVEN VENTILATORS: (Bid Item No. 19)

The measurement and payment for two wind-driven ventilators to be installed on the existing canopy roof will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, mechanical, and civil work, supports, submittals, testing and all appurtenant work, as described in the contract drawings and specifications.

1002-26 MEASUREMENT AND PAYMENT FOR ASSOCIATED WORK TO PROVIDE A COMPLETE, SAFE, CODE COMPLIANT, AND FUNCTIONAL CNG SYSTEM: (Bid Item No. 20)

The measurement and payment for the control-gas system, emergency shutdown system, cathodic protection system, associated pads, trenching, conduits, wires, mechanical connections, electrical/electronic connections, piping, tubing, valves, patches, supports, accessories and appurtenances as indicated on the drawings and specifications, and as otherwise required to provide a complete, safe, code compliant, and functional CNG-system upgrade will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, programming, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-27 MEASUREMENT AND PAYMENT FOR UPGRADES TO LIGHTING, AS SHOWN ON LIGHTING PLAN AND RELATED DRAWINGS, INCLUDING FIXTURES: (Bid Item No. 21)

The measurement and payment for upgrades at the CNG Equipment Canopy and adjacent Bus Parking Areas, as shown on lighting plan and related drawings. Including upgrading existing fixtures and installing new fixtures, as shown, will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-28 MEASUREMENT AND PAYMENT FOR NEW HOSE AND NOZZLE FOR EXISTING DEFUELING PANEL: (Bid Item No. 22)

The measurement and payment for the new hose and nozzle for existing defueling panel, as shown on related drawings will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

1002-29 TERMINATION OF LIABILITY: (Bid Item No. 23)

Prior to receiving final payment, the Contractor shall execute a "Release on Contract" for (included in Appendix "A" of these Specifications) which shall operate as, and shall be a release to the City, the City Council, and each member of the City Council and their agents, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or any act of neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amounts kept or retained as provided in the SSPWC Subsection 9-3 "Payment," and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims. A payment of \$1.00 will be made to the Contractor executing this document.

1002-30 MEASUREMENT AND PAYMENT FOR ADDITIONAL CNG STORAGE VESSELS: (Bid Item No. 24, 25, 26)

The measurement and payment for one (1), two (2), or three (3) additional CNG storage vessels, to match base CNG storage vessels and appurtenances, with a minimum of 11,500 scf of CNG at 4,500 psig and MAWP of 5,500 psig will be made at the lump sum price as shown on the Bid Schedule and no additional compensation will be made thereof.

The above contract prices and payment shall be considered as full compensation for furnishing all labor, materials, equipment, warranty, electrical, mechanical, and civil work, supports, submittals, startup and testing and all appurtenant work, as described in the contract drawings and specifications.

SECTION 1003

**PROJECT MEETINGS**

1003-1 **SUMMARY**

This section describes the meetings which shall occur during the contract term.

1003-2 **SUBMITTALS**

The following shall be submitted in accordance with Section 1004, "Submittal Procedures," in sufficient detail to show full compliance with the Contract Documents:

Within 7 days of contract award, a Project Meeting Schedule shall be submitted summarizing the dates and times of all regularly occurring project meetings.

1003-3 **PRECONSTRUCTION CONFERENCE**

- A. Before any Work at the Site is started, a conference attended by the City, Contractor, Subcontractors, Engineer, and others as appropriate shall be held to establish a working understanding among the parties as to the Work and to discuss the project schedules, procedures for handling contractor submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference, City and Contractor shall each designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall be available 24 hours per day, have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

1003-4 **WEEKLY PROGRESS MEETINGS**

The Contractor shall attend weekly progress meetings at the Transit Facility coordinated by the Contractor. Subcontractor representatives shall attend if determined beneficial by Contractor or the City. This meeting shall address the progress schedule, potential factors of delay, deficiencies, material delivery schedules, and submittals.

SECTION 1004

**FEDERAL REQUIREMENTS**

1004-1 **GENERAL**

- A. The work under this Contract will be financed with Federal Funds, and therefore, all statutes, rules and regulations promulgated by the Federal Government, including, but not limited to disadvantaged business enterprise participation, prevailing wage requirements, and Buy America will apply to this project. The Contractor, its agent, and employees shall comply with the applicable provisions of the Labor Code and Federal and State Labor laws, including Subsection 7-2.2.1, "Labor Laws," of the Standard Specifications.
  
- B. Bidders are advised the current Federal wage determination are posted at this website: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/ca25.pdf>. The wage rates posted at this site ten (10) days prior to the bid opening date shall be used for the project.

SECTION 1005

**SUBMITTAL PROCEDURES**

1005-1 **SUMMARY**

This Section supplements Section 3-8 of SSPWC, which describes requirements and procedures for contractor submittals.

1005-2 **SUBMITTAL REQUIREMENTS**

Before submitting a Shop Drawing or Sample, Contractor shall have:

- A. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- B. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- C. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- D. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

1005-3 **SUBMITTAL PROCEDURES**

Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

- A. Shop Drawings:

Contractor shall submit shop drawings electronically. Alternatively, Contractor may submit 6 hard copies.

Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information.

B. Samples:

Contractor shall submit one of each Sample required in the Specifications.

Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require.

Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Other Submittals:

Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. Schedule of Submittals

Within 5 days of notice to proceed, the Contractor shall provide, for approval by the Engineer, the following Schedule of Submittals:

- A. A tabular submittal log of shop drawings and technical submittals required by the Contract Documents. The submittal log shall indicate the specification or drawing reference, the material, item, or process for which the submittal is required; and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
- B. Copies of the submittal log shall be re-submitted monthly, annotated by the Contractor with actual submission and approval dates. When all items on a schedule have been fully approved, no further re-submittal of the schedule will be required.

1005-4 CITY REVIEW OF SUBMITTALS1005-4.1 ENGINEER'S REVIEW

- A. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- B. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- C. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- D. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in writing.
- E. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with all requirements of the Contract Documents.
- F. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- G. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- H. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples.

1005-4.2 REVIEW NOTATIONS

The Engineer will review submittals and provide comments within ten (10) working days after date of submission. Submittals will be returned to the Contractor with one or more of the following notations:

- A. Submittals marked "No Exceptions Taken" authorizes the Contractor to proceed with the subject work.
- B. Submittals marked "Make Corrections Noted" authorizes the Contractor to proceed with the work covered provided it takes no exception to the noted corrections. If the Contractor wishes to deviate from the noted corrections in any way, a resubmittal is required prior to proceeding with the subject work
- C. Submittals marked "Revise and Resubmit" require the Contractor to make the necessary corrections and revisions and then re-submit the complete submittal for approval in the case of an original submittal, prior to proceeding with any of the work depicted by the submittal.
- D. Submittals marked "Rejected-Resubmit" indicate noncompliance with the contract requirements and shall be re-submitted with appropriate changes. No work requiring a submittal shall be accomplished until the submittals are approved or approved as noted.

#### 1005-5 RESUBMITTAL PROCEDURES

- A. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- B. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for the costs associated for such reviews.
- C. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for the costs associated with such reviews.

#### 1005-6 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Submittal Procedures."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1006

**TEMPORARY FACILITIES AND CONTROLS**1006-1 SUMMARY

Requirements of this Section apply to, and are a component of, each section of the specifications.

1006-2 TEMPORARY UTILITIES

Contractor shall provide temporary utilities required for construction. Materials may be new or used, shall be adequate for the required usage, shall not create unsafe conditions, and shall not violate applicable codes and standards.

1006-2.1 Electricity

The Contractor shall provide a generator including operations and maintenance and fuel and refueling to supply electricity.

## 1006-2.1.1 Description of equipment and work

Contractor shall provide temporary portable generator for powering existing Skid A during the transition and installation of the new MSB and power distribution. Scope for temporary generator shall include the following requirements, unless approved otherwise in writing by the Owner.

1. The existing MSB and existing skid B shall remain operational until the temporary generator power is in place and skid A is tested with power from the generator.
2. Locate generator in coordination with the Owner, and verify that unit and all switches are more than 15 ft. from any CNG compressor or related component, and more than 5 ft. from any CNG dispenser.
3. Minimum power-output rating of 187.5 kVa 150 kW).
4. Onboard circuit breaker rated at 175A @ 480V for protecting the power to skid A.
5. Genset to be diesel fueled with onboard fuel capacity adequate to run the genset for 24 hours at 75% rated power.
6. Genset shall be licensed and approved for backup use as required for this project, including any air permits as needed.
7. Provide temporary traffic barricades around genset.

8. Suggested work sequence:
  - A. Set generator on site and protect.
  - B. Temporarily de-energize main utility power.
  - C. Locate and intercept 480V feed wires from existing MSB to 'MCP' control/starter panel for skid A.
  - D. Provide #4/0 size power cables from genset output to power input existing under motor-starter controller for skid A.
  - E. Extend and land feeder lines from genset power at panel, including verifying motor rotation.
  - F. Start and test skid A under genset power.
  - G. Only after skid A is successfully powered by genset, then permanently de-energize and remove skid B and the existing MSB.
9. Provide training to SVT staff on operation of the genset and operation of skid A under temporary genset power. Provide service-contact information for the genset to SVT staff.
10. Provide genset until the following work is complete:
  - A. Replacement MSB is set and energized.
  - B. Motor starter and controller for replacement skid B are installed, wired and energized.
  - C. Replacement skid B is installed and connected to all process lines including pressure testing of lines.
  - D. New priority-valve panel (at least the time-fill portion) is installed, tested and connected to the existing time-fill lines.
  - E. Replacement skid B is pressurized and tested, and is able to reliably operate and provide CNG to the existing time-fill distribution system.
11. After step 10.E is completed and approved by SVT, the genset may be removed, and the new motor starter and control wiring for skid A may be wired to skid A.

1006-2.2 Water

Contractor shall make connections to existing facilities to provide water for construction purposes. The City will furnish water used.

1006-2.3 Telephone Service

The Contractor shall provide any cellular telephone service.

1006-2.4 Sanitary Facilities

Contractor shall provide temporary sanitary facilities and shall service, clean, and maintain these facilities and enclosures. Temporary facilities shall be removed from the site at the completion of the work.

1006-2.5 Fire Protection

Debris and flammable materials shall be removed daily to minimize potential hazards.

1006-3 TEMPORARY STRUCTURES

Contractor-owned or leased trailers shall be located in areas designated by Engineer.

1006-4 PROTECTION OF EXISTING SYSTEMS

1006-4.1 Utility

Connection to existing utilities, identified on the drawings to the Contractor, shall be protected from damage during construction activity.

1006-4.2 Safety

Contractor shall protect the integrity of any installed safety systems or personnel safety devices.

If entrance into systems serving safety devices is required, the Contractor shall obtain prior approval from the Engineer. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish contract requirements, the Contractor shall provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and shall obtain prior approval from the Engineer.

1006-5 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Temporary Facilities and Controls."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

SECTION 1007

**CLOSEOUT SUBMITTALS**

1007-1 SUMMARY

The requirements of this Section apply to, and are a component part of, each section of the specifications.

1007-2 SUBMITTALS

The following shall be submitted in accordance with Section 01330, "Submittals," in sufficient detail to show full compliance with the specification:

SD-01 Pre-construction Submittals

The following shall be submitted in accordance with paragraph entitled, "General," of this section.

Reproducible Drawings  
CAD System Drawings

SD-02 Shop Drawings

As-Built Drawings shall be submitted in accordance with paragraph entitled, "General," of this section.

SD-03 Product Data

Spare Parts Data shall be in accordance with paragraph entitled, "General," of this section.

SD-07 Certificates

Work Plan shall be submitted in accordance with paragraph entitled, "General," of this section.

SD-08 Manufacturer's Instructions

The following shall be submitted in accordance with paragraph entitled, "General," of this section.

Posted Instructions

SD-10 Operation and Maintenance Data

Operation and Maintenance Manuals shall be submitted in accordance with paragraph entitled, "Operation and Maintenance," of this section.

1007-3 GENERAL

Reproducible Drawings and CAD System Drawings shall be submitted as follows:

One reproducible copy of each drawing, product data record, or CAD system CD ROM showing each drawing, product data record, or log shall be submitted for historical record.

Final drawings shall incorporate contract changes and plan deviations. Lines, letters, and details will be sharp, clear, and legible. Additions or corrections to the drawings will be drawn to the scale of the original drawing. One copy, marked with review notations by the Engineer, will be returned to the Contractor. Drawings are to be resubmitted within thirty (30) calendar days after the completion of the representative work effort.

Documents shall be current. Contractor shall not conceal record information until as-built drawings have been made. Record drawings shall be submitted with a transmittal letter containing date, project title, Contractor's name and address, document list, and Contractor's signature.

As-Built Drawings shall be submitted under the following criteria:

In order to minimize the time for final payment at the completion of the project, the Contractor shall update the as-built drawings every month with the Engineer. This update will be a part of "the monthly request for payment meeting," and payment or a portion of the payment, including final payment may be withheld until the as-built drawings have been updated, and accepted by the Engineer.

After completion of all construction and before final payment is made under this contract, the Contractor shall provide the City with one complete set of contract drawings in sepia marked-up reproducible blackline, and one full size reproduction, on paper, of marked-up sepias. (Engineer will provide original contract sepias for this purpose.)

The Contractor shall supply six (6) copies of operation and maintenance manuals. The Engineer shall review the manuals for discrepancies and missing information.

1007-4 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Closeout Submittals."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

## SECTION 1008

**DEMOLITION**1008-1 **SUMMARY**

The requirements of this Section apply to, and are part of, each section of the specifications.

1008-2 **SUBMITTALS**

The following shall be submitted in accordance with Section 1004, "Submittal Procedures," in sufficient detail to show full compliance with the specification:

Demolition Plan

1008-3 **DEMOLITION PLAN**

Contractor shall prepare and submit a detailed Demolition Plan of the work procedures and safety precautions to be used in the identification, demolition, handling, removal, transportation, and reclamation or disposal of removed materials. Contractor shall meet with the Engineer, prior to beginning work, to discuss in detail the demolition plan. No demolition work shall start until demolition plan and schedule is approved by the Engineer.

1008-4 **EXISTING CONDITIONS**

Existing Conditions shall be recorded in the presence of the Engineer or Inspector showing the condition of structures and other facilities adjacent to areas of alteration or removal. Such record shall contain the elevation of the top of foundation walls, the location and extent of cracks and other damage and description of surface conditions that exist prior to the start of work. Copies of the record shall be submitted and the stated conditions before starting work shall be verified.

1008-5 **PRECAUTION AGAINST MOVEMENT**

Contractor shall provide shoring and bracing or other supports to prevent movement, settlement, or collapse of facilities that are to remain which are adjacent to areas of alteration and removal.

1008-6 **DEMOLITION AND REMOVAL WORK**1008-6.1 **Demolition**

Prior to any demolition, the Contractor shall review the demolition plan with the City and the Engineer. Upon receipt of written notice to proceed, the Contractor shall proceed with the demolition. Any modifications to the demolition plan, demolition must stop, and the modifications shall be reviewed with the City and the Engineer.

The Contractor shall perform the demolition in a safe and organized method using current safety standards and precaution.

#### 1008-6.2 Protective Measures

Existing construction shall not be disturbed beyond the extent indicated or necessary for installation of new work. Temporary shoring and bracing shall be provided for support of building components to prevent settlement or other movement.

Protective measures shall be provided to control accumulation and migration of dust and dirt in all areas of work. Dust, dirt, and debris shall be removed from the areas of work daily.

#### 1008-6.3 Salvageable Materials and Equipment

The materials and equipment to be salvaged are shown on the drawings or listed below. The balance of the equipment shall not be salvaged and shall become the Contractor's property and shall be removed from the site as it accumulates.

Salvageable materials and equipment shall be removed in a manner that will cause the least possible damage. Contractor personnel shall handle, store, and protect removed items that are to be reused in the work or are to be retained by the City.

#### 1008-6.4 Site Work

Unless otherwise noted, all materials to be removed shall be disposed of off-site at an approved landfill site. All costs for removal and disposal shall be at the Contractor's expense.

### 1008-7 DISPOSAL OF REMOVED MATERIALS

#### 1008-7.1 General

Debris, rubbish, scrap, and other non-salvageable materials resulting from removal operations shall be disposed of in accordance with all applicable federal, state and local regulations as contractually specified off the project center. Removed materials shall not be stored on the project site.

#### 1008-7.2 Burning on City Property

Burning of materials removed from demolished structures will not be permitted on City property.

1008-7.3 Removal to Spoil Areas on City Property

Noncombustible materials removed from demolished structures shall be transported to designated spoil areas on City property.

1008-7.4 Removal from City Property

Waste materials removed from demolished structures, except waste soil, shall be transported from City property and legally disposed of. Waste soil shall be disposed of as directed.

1008-8 REUSE OF SALVAGED ITEMS

Salvaged materials and equipment designated for reuse shall be reconditioned as specified before installation. Items damaged during removal and salvage operations shall be repaired or replaced as necessary to restore them to usable condition.

1008-9 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "Demolition."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

**LIST OF APPENDICES**

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# **APPENDIX A**

Release on Contract  
and  
Contractor's Affidavit of Payment

**RELEASE ON CONTRACT**

PROJECT NAME: TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO.: SV 20-13R, FAIN: CA-2020-221-00

WHEREAS, by the terms of the Contract dated \_\_\_\_\_, entered into by the City of Simi Valley and the undersigned, the Contractor agreed to perform certain work for the compensation specified in said Contract; and

WHEREAS, the Contractor represents that said work is fully completed and that final payment is due to the Contractor under terms of said Contract,

NOW, THEREFORE, in consideration of the promises and the payment by the City of Simi Valley to the Contractor of the amount due under the Contract, to wit, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and the additional consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged by the Contractor, the Contractor hereby releases and forever discharges the City of Simi Valley of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims, and causes of action, in law and in equity, under or by virtue of said Contract, except as follows (if none, leave blank):

\_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).*

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT OF PAYMENT**

PROJECT NAME: TRANSIT CNG FUELING SYSTEM UPGRADE, CP960281

SPECIFICATION NO.: SV 20-13R, FAIN: CA-2020-221-00

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

The undersigned hereby certifies that all workers, and persons employed, all firms supplying materials, and all subcontractors working on the above named project have been paid in full, and there are no bills, invoices, or obligations outstanding against the project for either labor, materials, or equipment furnished except for the following disputed claims for which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure: (If none, leave blank) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

*This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).*

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

By: \_\_\_\_\_  
Signature of Authorized Representative

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

By: \_\_\_\_\_  
Signature of Authorized Representative

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

# **APPENDIX B**

Encroachment Permit  
and  
Temporary Use Permit Forms/Requirements



## CITY OF SIMI VALLEY

# TEMPORARY USE PERMIT Regulations Summary and Application (SVMC Section 9-52.080)

### *What is the purpose of the Temporary Use Permit?*

Outdoor sales and events have an impact on the character, quality, and economic health of our City. As a prominent part of the scenery, they may attract the viewing public and affect the safety of vehicular and pedestrian traffic. The Temporary Use Permit (TUP) accomplishes a balance between advertising needs, the freedom of expression, and the necessity of regulatory constraints. The following information provides answers to several key questions regarding the type and duration of the event or activity regulated by Simi Valley Municipal Code Section 9-52.080:

### *What are the types of Temporary Use Permits?*

- **Sales** (sidewalk, parking lot, truckload, tents)
- **Public Assembly** (music, festival, fundraiser)
- **Construction** (temporary trailers, containers, model homes, temporary activities, testing)
- **Mobile Food Vendors** (Type 1-3)
- **Agricultural Produce Stands**

### *Are any activities exempt?*

Garage sales (not more frequently than one, three-day event in each 180-day period); Nonprofit fundraising activities (car washes); holiday decorations; and survey-taking activities.

### *How long can a Mobile Food Vendor or Produce Stand be in operation?*

One year at a time; commercial/industrial location. All equipment, tables, etc. must be removed during non-business hours.

### *Is Parking Required?*

One off-street parking space per 100 square feet of property used if not in a shopping center or no reciprocal parking is available (except for model home complexes).

### *Where can a sales or displays, promotional commercial activities, or holiday seasonal sales be located?*

A TUP may only be issued for activities allowed in the underlying zoning district.

The activity shall not be located in required on-site parking spaces.

No public right-of-way may be used without obtaining additional approvals.

The area shall not extend laterally beyond the store or building frontage or block the business or any other entrance. Display racks, rounders, tables, and similar displays shall be situated so that the merchandise will not infringe on a minimum four-foot wide aisle which shall be maintained unobstructed for pedestrians traversing the area between the merchandise and the entrance, and the street, parking lot, or driveway curb. The height of the merchandise displays shall not exceed six feet above grade, except for trees.

### ***How often can a Sales event occur?***

Three limited sales or displays (3 days maximum) for each business are allowed in any one-calendar quarter; or

One extensive promotional commercial activity (16 days maximum) and two limited sales or displays (3 days maximum) are allowed for each business in any one-calendar quarter. Alternatively, up to four extensive promotional commercial activities (16 days maximum, e.g., holiday seasonal sales) may occur in any one-calendar quarter, provided, no more than a total of four extensive promotional commercial activities occur in one calendar year for each business.

Alternatively, up to four extensive promotional commercial activities (16 days maximum, e.g., holiday seasonal sales) may occur in any one-calendar quarter, provided, no more than a total of four extensive promotional commercial activities occur in one calendar year for each business.

### ***Can I have a holiday event?***

Yes. Holiday seasonal sales or displays (e.g., Christmas trees or pumpkins) shall not commence more than 32 days before the legal holiday date or celebration date, if not a legal holiday. The sales may be limited sidewalk sales and/or a single extensive promotional commercial activity or extensive promotional commercial activities subject to the event frequency requirements.

### ***How do we assure the area is cleaned up?***

A bond or cash deposit of \$1,000 shall be deposited with the City for operations that occur on vacant or undeveloped sites, to ensure clean-up. Activities located in a fully developed retail shopping center shall be exempt from this requirement.

### ***Other requirements?***

**Model Home Complex requirements:** Off-street parking shall be provided at the same ratio as required for offices (1 space per 250 square feet). In addition, one parking space for each sales person (employee) shall be provided. Screening by fencing, landscaping, walls, or other methods shall be provided, subject to the approval of the Director. Building permits are required.

**Sanitary facilities:** Sanitary facilities, either portable or permanent, shall be made available to all employees, attendants, and participants of the activity during its operational hours, as approved by the Director.

### **Submittal Requirements:**

- Application
- Site plan outlining the location of the activity, all walkways, roadways, and parking areas
- Size, text, color, materials, and location of any signage
- Written property owner permission with contact phone number for verification

### ***Additional Submittals for Mobile Food Vendors (min. 24 hr. review required):***

- Picture of cart/vehicle; Maximum one sign on vehicle (max. 12 sq. ft.)
- Maximum one 12 square foot sign on the vehicle
- Site plan showing location of cart/vehicle and any tables/chairs (max. 400 sq. ft.)
- Evidence of a County Health Permit Type 1-3
- Evidence of a Business Tax Certificate
- Verification of an existing PD or CUP on the site

Note: Other permits such as a Business Tax Certificate, Special Event Permit, Building Permit, or Health Permit may be required.

***Department of Environmental Services  
Planning Division  
(805) 583-6769  
www.simivalley.org***



# CITY OF SIMI VALLEY

## TEMPORARY USE PERMIT APPLICATION

**Applicant's Name:** \_\_\_\_\_

**Applicant's Phone Number:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Business Phone Number:** \_\_\_\_\_

**Business/Event Location:** \_\_\_\_\_

**Type of Event:**

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Sidewalk Sale       | <input type="checkbox"/> Parking Lot Sale     | <input type="checkbox"/> Tents         | <input type="checkbox"/> Banner          |
| <input type="checkbox"/> Amplified Music     | <input type="checkbox"/> Live Music           | <input type="checkbox"/> Food Booths   | <input type="checkbox"/> Retail Vendors  |
| <input type="checkbox"/> Truckload Sale      | <input type="checkbox"/> Construction Trailer | <input type="checkbox"/> Model Complex | <input type="checkbox"/> Cargo Container |
| <input type="checkbox"/> Caretaker           | <input type="checkbox"/> Group Assembly       | <input type="checkbox"/> Comm. Testing | <input type="checkbox"/> Produce Stand   |
| <input type="checkbox"/> Mobile Food Vending |   |  |  |

**Number and Duration:**

Limited (3 day) Qty: _____	Extensive (16 day) Qty: _____
Dates: _____	Dates: _____
Dates: _____	Dates: _____
Dates: _____	Dates: _____
Dates: _____	Dates: _____

**Type of Merchandise:** \_\_\_\_\_

**Additional Notes:** \_\_\_\_\_

I \_\_\_\_\_, Property Owner of the subject site, agree to allow the proposed event or vendor as outlined in the application and plans attached hereto.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

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

*Department of Environmental Services*  
*Planning Division*  
 (805) 583-6769  
[www.simivalley.org](http://www.simivalley.org)  
 Updated May 2012



# ENCROACHMENT APPLICATION AND PERMIT

## Department of Public Works

Permit No. _____
Date Received _____
Project No. _____
Cert. of Ins. <input type="checkbox"/> OK <input type="checkbox"/> On File
C.S.V. Bus. Tax No. _____

This is issued in accordance with and subject to California Vehicle Code, Section 35780, 35782 and Division 12 of the California Vehicle Code, and Title 7, Chapter 1, of the Simi Valley Municipal Code. Please allow up to 5 full working days for permit to be processed.

### This Section to be Completed By Permittee

Permittee _____	Contractor _____
Address _____	Address _____
Phone _____	Phone _____
	Contractor License No. _____

The undersigned hereby requests permission to encroach on the following public street, alley, easement or other public place at the described location. (This application is valid 60 days from the date of receipt by Public Works Dept.)

Roads and/or public places to be used (enclose 2 sets of plans) \_\_\_\_\_

Purpose \_\_\_\_\_

Drawing No's if applicable \_\_\_\_\_

Excavation (length) \_\_\_\_\_ (width) \_\_\_\_\_

In consideration for issuance of this permit, permittee agrees to defend, indemnify, and hold harmless the City and its districts, its officials, officers, employees, representatives, and agents from and against all claims, lawsuits, liabilities, or damages arising out of or in connection with, or relating in any manner to any act or omission of permittee, its agents, employees, and subcontractors of any tier, and employees thereof in connection with the performance or nonperformance of work authorized by this Encroachment Permit. The permittee shall thoroughly investigate any and all claims and indemnify the City and its districts and do whatever is necessary to protect the City and its districts, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities, expenses, or damages. This agreement is intended to be part of the original contract of insurance. The City of Simi Valley shall be included as an Additional Insured in the automobile/liability insurance policies and endorsements of the permittee. Failure to perform will establish a prima facie case for breach of contract.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

### This Permit or a Copy Must Be on Job Site at All Times

### This Section to be Completed by Public Works

Conditions: (1) This permit is issued subject to stipulations printed on the back of this form and any other special provisions attached hereto.

See attached sheet(s) no. \_\_\_\_\_; (2) This permit is issued subject to inspection 72 hours before construction is started;

(3) Working Hours: Monday through Friday  7:00 a.m. to 3:30 p.m.  9:00 a.m. to 3:00 p.m. Other \_\_\_\_\_ to \_\_\_\_\_.

Estimated completion time in calendar days \_\_\_\_\_ Beginning \_\_\_\_\_ 20 \_\_\_\_\_ and ending \_\_\_\_\_ 20 \_\_\_\_\_

Special Provisions: \_\_\_\_\_

Permission is hereby granted to perform the activities described above subject to the City of Simi Valley statutes, ordinances and conditions described above.

Special provisions hereon and attached hereto are made part hereof by reference.

Potential damage to traffic signal equipment requires coordination with traffic engineer.

Time Extension From \_\_\_\_\_ to \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
Permit Engineer

By \_\_\_\_\_ Date \_\_\_\_\_  
Permit Engineer

Preinspection Notes: \_\_\_\_\_

OK to Issue. Must notify Inspector at least 48 hours prior to starting work.

By \_\_\_\_\_ Date \_\_\_\_\_ (805) 583- \_\_\_\_\_  
Inspector Phone No.

Guarantees/Deposits		Date Paid
Bond/Deposit	\$ _____	_____
Permit Fee	\$ _____	_____
Inspection Fee	\$ _____	_____
Other Fees	\$ _____	_____
Total Fees	\$ _____	_____

**Certificate of Completion:**  
Unless noted below, work has been completed according to all applicable plans and specifications. Surety Bonds/Trust deposit may therefore be released.

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Date

## STANDARD SPECIFICATIONS AS PART OF THE ENCROACHMENT PERMIT

In addition to strict compliance with Division 12 of the California Vehicle Code, Title 7, Chapter 1 and Title 6, Chapter 12 of the Simi Valley Municipal Code, applicable sections of Standard Specifications for Public Works Construction including revisions, and to the plans and specifications referred to in the Permit.

The following defines the Contractor's responsibility with regards to convenience of public traffic in connection with his operations on existing maintained City roads.

1. The Contractor shall so conduct 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 he or she can execute properly with due regard to the rights of the public.
2. Unless otherwise provided in the special provisions of the Encroachment Permit, all public traffic shall be permitted to pass through existing maintained City streets with as little inconvenience and delays as possible. No City street may be closed to public traffic without the written approval of the City Council.
3. When a Permittee blocks or allows the blocking of one or more lanes of traffic in violation of a permit condition, the Permittee, in addition to any other remedy provided by law, shall be civilly liable to the City of Simi Valley pursuant to Government Code Sections 36900(a) and 36901 in the amount of one thousand dollars (\$1,000) per occurrence. (S.V. Ordinance 7-1.416)
4. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.
5. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to the use of abutting properties. The Contractor shall notify all occupants in the immediate area directly affected by his work 48 hours before commencing the work.
6. No fewer than two (2) ten-foot lanes shall be provided for public traffic at all times, except during daylight working hours when competent flagmen are on duty, and additional lane closures have been approved by the City.
7. Contractor shall protect the work by adequate installation of traffic control devices such as signs, barricades, delineators, warning lights and flashing arrow signs. As a minimum, traffic control shall be in conformance with the latest edition of "Work Area Traffic Control Handbook" published by Building News, Inc., Los Angeles, California.
8. Water or dust palliative shall be applied, if ordered, for the alleviation or prevention of dust nuisance.
9. All pipes and services from pipelines shall have a minimum of 24" cover below gutter grade of road.
10. **No concrete shall be cut without prior approval of the City Engineer, or his or her representative.**
11. All traffic plates are to be recessed flush with existing surface.
12. Shoring shall be provided for all trenches in accordance with the provisions of Article 6, of the Construction Safety Orders, of the Administration Code (Title 8), of the State of California.
13. No poles shall be placed in any traffic island, median or walk, unless shown on City approved plans.
14. In the event of a suspension of work, all traveled ways shall be adequately maintained by the contractor as directed by the Engineer.
15. Structural Backfill:
  - A. Structural backfill within the road right-of-way in original ground shall be with materials of a quality as good or better than the original material before excavation and shall be compacted to a minimum of 90% relative compaction except as specified on Section 306-1.3.4 of SS PWC, with the approval of the City Engineer.
  - B. Structural backfill material shall be in accordance with SS PWC 300-3.5.
16. Safety Provisions: The Contractor shall conform to the rules and regulations pertaining to safety regulations established by the California Division of Industrial Safety.
17. Protection of Utilities: Utility structures, conduits, pipes, cables under or above ground, sewer lines and any other facilities or other improvements within the public right of way shall be protected from injury or damage. If such objects are damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work. PERMITTEE SHALL NOTIFY UNDERGROUND SERVICE ALERT 48 HOURS PRIOR TO START OF EXCAVATION (1-800-422-4133).
18. Costs for inspection shall be borne by the Permittee.
19. Modification of the above requirements and/or additional requirements may be made in the field by the City of Simi Valley Public Works Director, or his or her designated representative.
20. If a time extension is needed, the Permittee shall request the time extension prior to the expiration of this permit.
21. **IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REQUEST A FINAL INSPECTION FOR THIS PERMIT.** Trust fund deposits will be released in accordance with City of Simi Valley Municipal Code Sec. No 7-1.227 upon final inspection and certificate of completion being signed by the Public Works Inspector.

(REV 6-19)

# **APPENDIX C**

FTA Requirements and Forms

## **REQUIRED FTA THIRD-PARTY CONTRACT CLAUSES**

This project may be financed by funds from the Federal Transit Administration (FTA). Accordingly, the following third-party contract clauses are applicable to all contracts. Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

By signing and including the Proposal Submission form with proposal, PROPOSER certifies that they have read, understand and will comply with the Federal contract requirements identified below.

### **Fly America 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 the City of Simi Valleys and sub-contractor of the City of Simi Valley's 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.

### **Buy America Requirements**

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. A bidder or offeror shall submit appropriate Buy America certification to the City of Simi Valley with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following

the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the City of Simi Valley (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **Seismic Safety**

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

### **Energy Conservation**

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

### **Clean Water**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the The City of Simi Valley and understands and agrees that the the City of Simi Valley shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

### **Lobbying**

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

## **Access to Records and Reports**

The following access to records requirements apply to this Contract:

1. In accordance with 49 CFR 18.36(i), contractor shall provide the City, the FTA, the US Controller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 City, FTA Administrator, US Controller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

## **Federal Changes**

The 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 grant agreements between the City of Simi Valley and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Failure by the Contractor to so comply shall constitute a material breach of this Contract.

## **Bonding Requirements**

FTA may accept the bonding policy and requirements of the City, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### Bid Bond Requirements (Construction)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (The City of Simi Valley) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (The City of Simi Valley). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (The City of Simi Valley), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (The City of Simi Valley's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (The City of Simi Valley) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (The City of Simi Valley) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (The City of Simi Valley) and pay over to (The City of Simi Valley) the difference between the bid security and (The City of Simi Valley's) total damages, so as to make (The City of Simi Valley) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).

2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (The City of Simi Valley) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (The City of Simi Valley's) interest.

(a) The following situations may warrant a performance bond:

1. (The City of Simi Valley) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (The City of Simi Valley), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (The City of Simi Valley) determines that a lesser amount would be adequate for the protection of the (The City of Simi Valley).

2. The (The City of Simi Valley) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (The City of Simi Valley) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (The City of Simi Valley's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

#### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The City of Simi Valley shall determine the amount of the advance payment bond necessary to protect The City of Simi Valley. Patent Infringement Bonding Requirements (Patent Indemnity) The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The City of Simi Valley shall determine the amount of the patent indemnity to protect the City of Simi Valley.

#### Warranty of the Work and Maintenance Bonds:

3. The Contractor warrants to the City, the Architect and/or Engineer that all materials and equipment furnished under this contract will be of highest quality and new unless otherwise specified by the City, free from faults and defects and in conformance with the contract documents. All work not conforming to these standards shall be considered defective. If required by the project manager, the contractor shall furnish satisfactory evidence as to the kind of quality and quality of materials and equipment.

4. The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The work must be of safe, substantial and durable construction in all respects. The contractor hereby guarantees the work against defective materials or faulty workmanship for a minimum period of one year after final payment by the City of Simi Valley and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the City of Simi Valley. The contractor shall, prior to the release of final payment, furnish separate maintenance (or Guarantee) bonds in form acceptable to the City written by the same corporate surety that provides the performance bond and labor and material payment bond for this contract. These bonds shall secure the contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one year after final payment and shall be written in an amount equal to 100 percent of the contract sum, as adjusted (if at all).

### **Clean Air**

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the City of Simi Valley and understands and agrees that the The City of Simi Valley will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

### **Recycled Products/Recovered Materials**

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.

### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during

such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits

Therefore only when the following criteria have been met:

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as

an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits

Therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The the City of Simi Valley shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States

Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the the City of Simi Valley for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the

contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

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

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

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

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

**No Government Obligations to Third Parties**

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

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

**Program Fraud and False or Fraudulent Statements and Related Acts**

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

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

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

**Contract Work Hours & Safety Standards Act**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) Of this section.

(3) Withholding for unpaid wages and liquidated damages - the the City of Simi Valley shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime 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 para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts privacythe clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **Termination**

a. Termination for Convenience (General Provision) the City of Simi Valley may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the City of Simi Valley's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Simi Valley. If contractor is in possession of any of the City of Simi Valley's property, contractor shall account for same, and dispose of it as the City of Simi Valley directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the City of Simi Valley may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Simi Valley that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the City of Simi Valley, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the City of Simi Valley in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the City of Simi Valley's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the City of Simi Valley setting forth the nature of said breach or default, the City of Simi Valley shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the City of Simi Valley from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Simi Valley elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the City of Simi Valley shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the City of Simi Valley, by written notice, may terminate this contract, in whole or in part, when it is in the City of Simi Valley's interest. If the contract is terminated, the City of Simi Valley shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. 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 termination had been issued for the City of Simi Valley's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the City of Simi Valley goods, contractor shall, as directed by the City of Simi Valley, protect and preserve the goods until surrendered to the City of Simi Valley or its agent. Contractor and the City of Simi Valley shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. 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 termination had been issued for the City of Simi Valley's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the City of Simi Valley may terminate this contract for default. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the City of Simi Valley may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the City of Simi Valley resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Simi Valley in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the City of Simi Valley, acts of another contractor in the performance of a contract with the City of Simi Valley, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the City of Simi Valley in writing of the causes of delay. If in the City of Simi Valley's judgment, delay is excusable, the time for completing the work shall be extended. The City of Simi Valley's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the City of Simi Valley's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the City of Simi Valley may terminate this contract in whole or in part, for the City of Simi Valley's convenience or because of contractor's failure to fulfill contract obligations. The City of Simi Valley shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Simi Valley all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the City of Simi Valley's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the City of Simi Valley may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the City of Simi Valley. 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 termination had been issued for the City of Simi Valley's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the City of Simi Valley may terminate this contract, or any portion of it, by serving a notice or termination on contractor. The notice shall state whether termination is for convenience of the City of Simi Valley or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the City of Simi Valley, or property supplied to contractor by the City of Simi Valley. If termination is for default, the City of Simi Valley may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the City of Simi Valley and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the City of Simi Valley's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Simi Valley determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the City of Simi Valley, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government-wide Debarment and Suspension**

The City agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" (SAM) at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the The City of Simi Valley suspends, debars, or takes any similar action against a Third Party Participant or individual, the The City of Simi Valley will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the The City of Simi Valley is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

## **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees.

## **Civil Rights Requirements**

The following requirements apply to the underlying contract:

The City understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless The City or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

1. Nondiscrimination in Federal Public Transportation Programs. The contractor agrees to comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration The City of Simi Valleys," to the extent consistent with applicable Federal laws, regulations, and guidance, and other applicable Federal guidance that may be issued.

2. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration The City of Simi Valleys," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.

3. Equal Employment Opportunity. The Contractor agrees to, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The contractor agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the contractor agrees to comply, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

4. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the City of Simi Valley agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The City of Simi Valley agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. The City of Simi Valleys receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The City of Simi Valley understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the City of Simi Valley provides assurance that: The City of Simi Valley shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The City of Simi Valley shall take all necessary

and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Simi Valley's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Simi Valley of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

5. Nondiscrimination on the Basis of Sex. The contractor agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

6. Nondiscrimination on the Basis of Age. The contractor agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

7. Nondiscrimination on the Basis of Disability. The contractor agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA The City of Simi Valleys, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to

access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

8. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The contractor agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

9. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the City of Simi Valley agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning The City of Simi Valleys' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

10. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the City of Simi Valley agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

11. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

## **Breaches and Dispute Resolution**

*Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Simi Valley's Community Services Department. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director, Community Services. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Community Services shall be binding upon the Contractor and the Contractor shall abide by the decision.

*Performance During Dispute* - Unless otherwise directed by the City of Simi Valley, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

*Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

*Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Simi Valley and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Simi Valley is located.

*Rights and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Simi Valley, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **Disadvantaged Business Enterprises (DBEs)**

### 1. DBE Goal

Although the City of Simi Valley (hereinafter referred to as "City") has not established a DBE contract-specific goal on this project, all race-neutral DBE participation will count toward the City's federally mandated overall DBE goal.

### 2. DBE Policy and Applicability

The City receives federal financial assistance from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT) and as a condition of

receiving such assistance has developed a Disadvantaged Business Enterprise (DBE) Program (accessible via the City's website) in accordance with federal regulations published under Title 49 CFR, Part 26 and subsequent Guidance.

The City's DBE Program sets forth the policies and procedures to be implemented by the City to ensure that DBEs have an equitable opportunity to participate in the City's federal-aid contracting opportunities.

Furthermore the DBE Program Manual describes the processes, procedures, documents, authorizations, approvals and certifications, necessary to maintain compliance with DBE requirements and ensure the City's continued receipt of federal-aid funds for local transportation projects.

The project is subject to the DBE requirements of the City's DBE Program Manual and Title 49 CFR, Part 26 are hereby incorporated into this Contract by reference. Additionally, all DBE participation will count toward the City's federally mandated overall DBE goal.

Pursuant to the intent of these Regulations, it is the policy of the City to:

- Implement strategies that promote the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR Part 26, by ensuring that DBEs have equitable access and opportunities to participate in all of City's DOT-assisted contracting opportunities.
- Ensure non-discrimination in the award and administration of City's DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT -assisted contracts.
- Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

The City shall not discriminate on the basis of race, color, national origin or gender in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under Part 26 to ensure non-discrimination in the award and administration of U.S. DOT assisted contracts. The City's DBE Program, as required by Part 26 and as approved by the U.S. DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved Program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)

Pursuant to 49 CFR 26.13(b): Bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that is defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the City's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

### 3. Race-Neutral DBE Program Measures

The City will utilize Race-Neutral means in meeting its overall DBE Program goal.

The City plans to implement the race-neutral measures to comply with 49 CFR Part 26.51 and Section V of the California Department of Transportation DBE Program Implementation Agreement for Local Agencies.

### 4. DBE Bid Submission Requirements

Bidder shall complete and submit the following DBE Exhibits (forms) at the times specified with their Bid:

- “DBE Participation Commitment Form” (Exhibit 15-G)
- “Bidders List” (Exhibit 12-B)

Bidders must submit the DBE forms above even if they do not anticipate proposing DBE participation on this contract.

1. “DBE Participation Commitment Form” (Exhibit 15-G) required at time of Bid. The Bidder is to provide the following information for each DBE that will participate in the contract:

- The complete name and address of each DBE who will participate in the contract;
- A description of the work that each DBE will perform or provide;
- The dollar amount of the work to be performed or provided by the DBE;
- Valid DBE Certification eligibility status, in conformance with 49 CFR Part 26;
- The Bidder shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract bid can serve in lieu of the written confirmation).

2. “Bidders List” (Exhibit 12-B) required at time of Bid. The City is required by Regulations to create and maintain a “Bidders List” of all firms bidding or quoting on the City's DOT-assisted contracts for use in calculating the City's overall DBE goal. Bidders are required to complete and submit the requested information listed on the “Bidders List Form” for all firms (DBE[s] and Non-DBE[s]) who submitted a bid, quote and/or bid, including firms who were contracted by the Prime Bidder.

### 5. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of Bid:

- a. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- c. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- d. At time of Bid, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
- e. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
- f. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (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). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

## 6. DBE Crediting Provisions

The City requires that all DBEs listed by Bidders for participation, be certified as eligible DBEs at the time of bid submission, in order for their race-neutral participation to be counted towards the City's Overall DBE goal.

In accordance with 49 CFR §26.55 and §26.71, the following guidelines apply in calculating/ counting DBE participation:

- i. Only the participation of firms certified in accordance with 49 CFR Part 26 may be counted as DBE participation.
- ii. Only work (represented by Work Category code(s)) for which the firm is certified as a DBE may be counted as DBE participation.
- iii. Only work performed by a DBE's own work forces (including cost of supplies, materials and equipment leases obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the prime contractor or its affiliate), may be counted as DBE participation.

- iv. When a DBE subcontracts part of its work of its contract to another firm, the value of the subcontracted work may be counted as DBE participation only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count as DBE participation. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce.
- v. When a DBE performs as a participant in a joint venture with a non-DBE, only the portion of the total contract dollar value equal to the distinct, clearly defined portion of the work to be performed by the DBE's own forces may be counted as DBE participation.
- i. Only work considered to perform a commercially useful function may be counted as DBE participation.
- ii. For transportation services that are required under the contract and provided by a DBE trucking company, DBE participation is counted on the total value of the transportation services the DBE trucking company provides using trucks it owns, insures, and operates and using drivers it employs.
- iii. For materials and supplies that are required under the contract and obtained from a DBE manufacturer, one hundred percent (100%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the contractor.
- iv. For materials and supplies that are required under the contract and obtained from a DBE supplier/regular dealer, sixty percent (60%) of the materials/supplies may be counted as DBE participation. For purposes of this section, a supplier/regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.
- v. A Bidder may count as DBE participation, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared with fees customarily allowed for similar services.
- vi. A Bidder may count as DBE participation, all transportation services provided by a DBE trucking firm that can demonstrate control of trucking operations for which it seeks credit and it owns, insures, and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully licensed, insured, and operation truck used on the contract. The DBE trucking firm may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE who leases trucks from a non-DBE is entitled to credit only for the fees or commissions it receives as a result of the lease arrangement.
- vii. Prime contractors are advised to not count participation of DBE subcontractors towards DBE attainment until the amount being counted has been paid to the DBE.

viii. In cases where a DBE's certification has ceased during the performance period of the contract, although the prime contractor will continue to report to the City, the dollar value of the work performed by the firm, any work performed after the DBE ceases to be certified will not count towards DBE participation credit or the City's Overall DBE goal fulfillment.

### **Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the The City of Simi Valley. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the The City of Simi Valley. This clause applies to both DBE and non-DBE subcontracts.

### **Incorporation of Federal Transit Administration (FTA) Terms**

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

### **Veterans Preference**

Veterans Preference as provided by 49 U.S.C. § 5325(k), to the extent practicable, the City of Simi Valley agrees and assures that each of its Contractors:

Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.



## INSTRUCTIONS - DBE RACE-NEUTRAL PARTICIPATION COMMITMENT FORM

### Contractor Section

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Bidder's Name** - Enter the contractor's firm name.
5. **Prime Certified DBE** - Check box if prime contractor is a certified DBE
6. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor
7. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
8. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
10. **Description of Work, Services, or Materials Supplied and NAIC(s)** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. Additionally, identify the applicable NAICS(s) or service or supply listed.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontractors must notify the prime contractor in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Firm Name and Contact Information** - Enter the name and telephone number of all DBE subcontractors. Also, enter the prime contractor's name and telephone number, if the prime is a DBE.
13. **DBE Dollar Amount** – Enter the subcontracted dollar amount of the work to be performed or service to be provided eligible for DBE participation. Include the prime contractor if the prime is a DBE. See City of Santa Clarita's DBE Program for how to count full/partial participation. If 100% of a work item is not to be performed or furnished by a DBE, calculate and list the exact portion of the item to be performed or furnished by the DBE.
14. **Total Claimed DBE Participation** – \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount").
15. **Preparer's Signature** – The person completing this section of the form for the contractor's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the contractor.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the contractor.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the contractor.

### Local Agency Section:

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Award Date** - Enter the date the contract was executed
23. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
24. **Date** - Enter the date the Local Agency Representative signs the form.
25. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
26. **Phone** - Enter the area code and telephone number of the person signing this section of the form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of notary and SEAL: \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

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**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - 1. Debarred,
  - 2. Suspended,
  - 3. Proposed for debarment,
  - 4. Declared ineligible,
  - 5. Voluntarily excluded, or
  - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - 2. Violation of any Federal or State antitrust statute, or,
  - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - 1. Equals or exceeds \$25,000,,
  - 2. Is for audit services, or,
  - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
  - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

**BUY AMERICA CERTIFICATION  
STEEL OR MANUFACTURED PRODUCTS**

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General Requirement (as stated in 49 CFR 661.5)

- a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- d. For a manufactured product to be considered produced in the United States:
  - 1. All of the manufacturing processes for the product must take place in the United States; and
  - 2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**BIDDERS LIST**

**Project Name:** Transit CNG Fueling System Upgrade, Specification No. SV 20-13R,  
 FAIN: CA-2020-221-00

**Bidder/Offeror:** \_\_\_\_\_ **IFB No.:** \_\_\_\_\_

The City maintains a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the City's federal-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on federal-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on the "*Bidders List*" for every firm who submitted a proposal, bid or quote, including the primary Bidder, and submit this information at the time of bid submission. *The "Bidders List" content will not be considered in evaluating the bid or determining award of any contract.*

<u>Prime Bidder's Information:</u>	
Name of Prime's Firm:	Phone: (____)
Firm Address:	Fax: (____)
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

<u>Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:</u>	
Firm Name:	Phone: (____)
Firm Address:	Fax: (____)
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:

Specification No. SV 20-13R

Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year:
	<input type="checkbox"/> Less than \$1 million
	<input type="checkbox"/> Less than \$5 million
	<input type="checkbox"/> Less than \$10 million
	<input type="checkbox"/> Less than \$15 million
	<input type="checkbox"/> More than \$15 million

Provide the following information for every firm (DBE and non-DBE) that submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: (    )
Firm Address:	Fax: (    )
Number of years in business:	Type of work/services/materials provided:
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No	Check the box below for your firm's annual gross receipts last year: <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder to submit the required "Bidders List" form will deem the Bidder non-responsive.

## **APPENDIX D**

### Attachment 1 CNG Fueling Station Equipment Specification

## ATTACHMENT 1

### CNG FUELING STATION EQUIPMENT SPECIFICATION

#### 1 - GENERAL

##### 1.01 SUMMARY OF WORK REQUIREMENTS

###### A. Summary Scope Description.

1. This specification includes requirements for constructing a complete, new CNG-fueling facility and system to be procured by Simi Valley Transit or the City of Simi Valley (Owner).
2. This project is being developed as a 'design-bid-build' project. Accordingly, the Contractor that is awarded the project shall construct the facility per the engineered and approved set of construction drawings that are part of this project.

###### B. Base equipment and features to be provided under this procurement by the Contractor includes but is not limited to:

1. (1) replacement CNG compressor skid rated at 260 SCFM with 100 HP drive motor, based on the design conditions specified herein.
2. Matching motor-starter panel to drive the new CNG-compressor skid as well as to drive the existing 100 HP 'Sulzer Greenfield' CNG compressor that is to remain and appurtenances,
3. PLC controller & communication panel(s) and appurtenances,
4. Replacement single-vessel gas dryer with onboard regeneration and appurtenances,
5. Three-bank priority-valve panel with time-fill output and appurtenances,
6. Fleet-type fast-fill CNG dispenser and appurtenances,
7. Fuel-management terminal,
8. (3) CNG-storage vessels and appurtenances,
9. New hose and nozzle for existing CNG defueling panel,
10. Load bank for existing backup NG-fueled generator and transfer,
11. Replacement and upgraded main switchboard with utility meter section and appurtenances,
12. Surveillance camera with data connection,
13. Lighting upgrades including new poles and lights and new fixtures at exiting lighting locations,

14. All equipment pads, supports, conduit, wiring, utility interconnects, protection, lighting, security fencing and features, control valves, IP communication tie in, signage and related appurtenances associated with the installation and function of the items listed in paragraph 1.01.B above.
  15. Contractor shall provide and install all equipment and materials needed to complete the CNG-fueling facility, including equipment, utility upgrades, structural work and other appurtenances and site work as required to deliver a complete, code-compliant and safe CNG-fueling system.
- C. Related Documents: The following documents are related to this technical specification:
1. Contract drawings for engineered design of CNG fueling facility.
  2. Other procurement documents issued by the owner.
- D. Other Contractor Responsibilities. Contractor shall construct the facility per the listed codes and standards, and is subject to complying with the requirements of the AHJ. Contractor shall also be responsible for providing all equipment, components, material, labor, documentation and warranties required to comply with the plans and specifications.
- E. Additive Alternates. Pricing for each additive alternate shall be provided net and incrementally to the base work including credit for any items from the base scope that are replaced under the alternate, and shall be complete and turnkey for each listed item. Items shall be procured at the Owner's discretion, including the possibility of procuring none of the additive alternates.
1. Alternate #1: (1) additional CNG-storage vessel and appurtenances, matching the requirements of the base vessels, including installation and connections.
  2. Alternate #1: (2) additional CNG-storage vessels and appurtenances, matching the requirements of the base vessels, including installation and connections.
  3. Alternate #1: (3) additional CNG-storage vessel and appurtenances, matching the requirements of the base vessels, including installation and connections.
  - ~~4. Load bank for existing backup generator, including installation, connections and testing.~~
- F. Summary Contract Requirements. Work under this Specification requires all construction drawings, site construction, furnishing, delivering and starting equipment as required to make the systems functional. Also provide field-startup and a one-year warranty covering all parts, materials, labor and travel, following acceptance by the Owner. Excludes costs for consumable materials and parts are those items that are expected to be replaced or replenished within 12 months of normal operation, per the replacement schedules published by the respective component or system manufacturers.
- G. Shipping, Delivery and Offload. Contractor shall ship all equipment to the Simi Valley Transit facility, 490 W. Los Angeles Ave., Simi Valley CA 93065. Contractor shall be

responsible for coordinating delivery timing and for performing offload as required. Also coordinate weights and offload-rigging requirements for all equipment.

- H. Exclusions: Items related to the project, but that are not required under this specification include:
  - 1. Gas meter and house line.
  - 2. 100 HP Sulzer CNG compressor skid, to remain.
  - 3. CNG time-fill distribution header, branches and dispensers.

## 1.02 STANDARDS

- A. The latest editions of the following listed codes, specifications and standards shall be considered an integral part of this specification, to the extent that they apply to the design, manufacture and assembly of the specified equipment. Compliance with the following documents is mandatory:
  - 1. ASME Boiler and Pressure Vessel Code, Section VIII, Division 1, latest edition with latest addenda.
  - 2. ANSI/ASME B31.3 -2002- Process Piping.
  - 3. ANSI/ASME B16.5 Steel Pipe Flanges and Fittings.
  - 4. National Electrical Code (NFPA 70) with California amendments.).
  - 5. International Mechanical Code with California amendments.
  - 6. International Fire Prevention Code with California amendments.
  - 7. National Fire Protection Association (NFPA) 52, Compressed Natural Gas Vehicular Systems Code, 2013 Edition.
  - 1. Title 8, Code of California Regulations (Industrial Relations), Division 1. (Department of Industrial Relations, Ch. 4. (Division of Industrial Safety), Subchapter 1 – Unfired Pressure Vessel Safety Orders
  - 8. Occupational Safety and Health Act, Standards, 29 CFR - Occupational Noise Exposure, 1910.95.
  - 9. Buy America Act – U.S. Department of Transportation.
    - a. Requirements. The contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 or its successor and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the

United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7.

- B. The following documents form a part of the Specification to the extent that their respective content is pertinent to the products and methods contained herein and to the extent that work required under this project applies to the documents.
1. American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, Section V: Nondestructive Examination.
  2. ANSI NGV 4.8-2012.
  3. American Society for Nondestructive Testing (ASNT) SNT-TC-1A: Recommended Practice.
  4. American Society for Testing and Materials (ASTM)
    - a. ASTM A 36: Standard specification for structural steel.
    - b. ASTM A213: Standard Specification for Seamless Ferritic and Austenitic Alloy-Steel Boiler, Superheater, and Heat-Exchanger Tubes.
  5. American Welding Society (AWS) D1.1-88: Structural Welding Code - Steel.
  6. National Electrical Manufacturers Association (NEMA) NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum), latest edition.
- C. Other Scope. Comply with other electrical and building codes as required by the disciplines associated with all work shown in the project drawings.

### 1.03 SUBMITTALS

- A. Manufacturers' Warranties. All manufacturers' original warranties for material, components and assemblies shall be passed through to the Owner. These are in addition to the comprehensive Facility warranty that is the responsibility of the Contractor.
- B. Approvals. Prior to shipping equipment to site, the Owner shall approve all information required under articles 1.03.B.1 and 1.03.B.2.
1. Submittals are required for all pre-packaged equipment listed in this Section, and are subject to approval by Owner. Submittals shall include, the additive alternates ordered by the Owner, and include all of the equipment listed below, if ordered:
    - a. Automatic site-supply valve.
    - b. 'MSB' electrical-distribution panel.
    - c. Electric utility and service-upgrade equipment and materials.
    - d. CNG-compressor skid and accompanying MCC's.
    - e. Master control panel / PLC.
    - f. CNG storage vessels.
    - g. CNG compressor, including run simulation.
    - h. PLC control system for CNG compressor skids with communications subsystem or panel.

- i. Gas dryer.
  - j. Priority-valve panel.
  - k. Communication module.
  - l. CNG defueling hose/nozzle.
  - m. Load bank for existing backup generator.
  - n. Roof-mounted ventilators.
  - o. Materials required for electrical-utility service upgrade.
  - p. Fast-fill dispenser.
  - q. Fuel-management terminal.
  - r. Surveillance camera.
  - s. Chain link fence and gates.
  - t. Tee and ball valve at suction line.
  - u. Temporary generator with breaker and connecting cables.
2. Submittals are required for all listed components and materials installed between packaged equipment and used in manufacture of prepackaged equipment, and are subject to approval by Owner. Submittals shall include, at a minimum:
- a. Actuated and manual valves.
  - b. ESD buttons.
  - c. Pressure relief valves.
  - d. Stainless steel tubing and unions.
  - e. CS piping, unions and joints for natural gas and CNG.
  - f. Fencing and gates.
  - g. Supports, brackets, and appurtenances.

C. Required documentation.

1. The following are required as applicable for each size or type of item listed in article 1.03.B.1 of this Section, as applicable.
- a. Manufacturers' data sheets with dimensional drawings, with pressure rating and testing data for dispenser and other hoses, piping, tubing and valves.
  - b. Installation and operating instructions and test procedures.
  - c. Recommended maintenance instructions and schedules.
  - d. Listing of special tools required for maintenance and testing.
  - e. Warranties, including those of the original manufacturer.
  - f. Piping and instrumentation shop drawings of supplied equipment.
  - g. Electrical and wiring-termination schematics of supplied equipment.
  - h. Test data indicating compliance with all normal and specified functions and processes, including dispenser authorization, dispenser valve-flow control, dispenser pulse-count output for mass, compressor start-stop, compressor ESD, and faults for high dryer-heater temperature, low- and high-pressure compressor suction, high-pressure compressor discharge, high-temperature compressor discharge, low and high compressor-oil pressure.
  - i. Documented compliance with Buy America requirements for all equipment and components as required.
2. Submittal Arrangement.
- a. Provide submittal books grouped and tabbed by assembly or logical system, including a front index of contents. All data for a particular packaged system shall be grouped, i.e. Piping and Instrumentation Diagrams, required sub-

component listings, shop drawings, test data, etc. Cut sheets or catalog sheets containing multiple product listings shall include marks to clearly indicate actual unit(s) proposed for use, and all submittals shall include a mark or reference indicating intended location of use or application, i.e. '3rd stage pressure relief valve', 'compressor inlet manual ball valve', etc.

- b. Submittals shall be provided as electronic and searchable PDF documents with logical file names.
- c. Submittals shall not be aggregated with dissimilar items, i.e. do not include PLC controller in same submittal with SS tubing.

#### 1.04 QUALITY ASSURANCE

- A. Provide all materials, components and services in accordance with a quality control program that assures compliance with the applicable codes, standards, and this specification.
- B. Provide qualified personnel to perform test and inspection functions as required during manufacturing process. Personnel qualifications shall be made available to Owner upon request.
- C. All instruments, controls, and other electrical equipment must be qualified for the hazardous area classification where the equipment is to be installed.

#### 1.05 PREPARATION AND COORDINATION

- A. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure and complete pre-packaged component.
- B. Coordinate accepted equipment changes from those scheduled or specified with other equipment affected.

#### 1.06 PRODUCT DELIVERY AND HANDLING

- A. Materials shall be delivered in the manufacturer's original unopened packaging, labeled to indicate the manufacturer's name and product identification.
- B. Delivered materials shall be handled to ensure that the packaging and labeling remain intact until installation of material. Materials shall be stored and protected from ground contact and from the elements.
- C. All containers, including internal containers, shall be indelibly labeled with item description(s) per title.
- D. Mis-delivered materials and packages shall be corrected at the Contractor's expense.

#### 1.07 PAINTING AND FINISH

- A. All packaged and manufactured equipment shall be delivered to the work site with specified factory finish. Should the finish be damaged in transit or during the

installation, it shall be finished to present a neat workmanlike appearance to the satisfaction of the Owner prior to acceptance.

- B. All other materials and components installed or fabricated on site shall have a suitable multi-coat industrial-grade finish applied, as specified elsewhere in this Specification.

#### 1.08 PROJECT COMPLETION

- A. Submit factory test-record data as required under article 1.10, (3) operating and maintenance manuals, and similar final record information.
- B. Delivery of all procured equipment and included appurtenances to the owner's location.
- C. Deliver tools, spare parts, and similar physical items as applicable.
- D. Complete onsite start-up testing of systems and instruction to the Owner's operating and maintenance personnel.
- E. Document compliance with all of the safety, functional and performance requirements indicated in the project documents.
- F. Complete Owner's punch list corrections related to equipment.

#### 1.09 RECOMMENDED SPARE PARTS LIST (RSPL)

- A. Prepare a list of all parts on a form (RSPL) listing each component or system that is of a maintenance-significant nature and that is provided by the Contractor.
- B. Prior to commissioning, submit the RSPL to the Owner for approval. Procurement of spare parts will be under a separate contract.

#### 1.10 INSPECTION, TESTING AND ACCEPTANCE

- A. General. The Contractor shall be responsible for proving to the satisfaction of the Owner that the minimum specifications for the Equipment and installation work, as specified herein, have been met. The Owner will require the execution of various inspections and tests, including their documentation, prior to accepting the Facility as complete and in compliance with these specifications. Such inspections and tests shall be based on recommendations by the Contractor. If the Owner determines that such recommended inspections and tests are not adequate, the Owner shall require additional inspections and tests as needed. Inspections, witnessing of tests, or waiving of any such procedure by the Owner shall not release the Contractor, or other vendors from full responsibility for compliance with equipment, material and functional requirements according to the project specifications.
- B. Contractor shall also provide test equipment, material and labor to conduct on-site testing and start-up procedures. Such procedures will be provided to the Owner to include each of the above components and systems. All tests shall be made available to be witnessed by the Owner to verify compliance with specifications.
- C. Construction-Site Inspections. Inspections and tests shall be performed at the construction site in accordance with construction schedule as required by Contractor standards and jurisdictional building codes and per specification article 3.05.

- D. Additional Inspections. Additional inspections will be carried out by the Owner to determine compliance with performance, materials and component specifications that may be beyond the scope of jurisdictional inspections. The Owner will prescribe a final punch list as a result of start-up tests and end-to-end functional demonstrations.
- E. Criteria. All design performance pass/fail criteria to be recommended by the Contractors' primary equipment manufacturer and other vendors shall be submitted with the Contractor bid proposal as limits of acceptability for performance requirements of all equipment provided as required herein.
- F. Acceptance. Owner will only accept facility as complete after Contractor provides compliance with the requirements under article 1.10, and article 3.08.

#### 1.11 WARRANTY

- A. General. The Contractor shall warrant that all components, systems, labor and materials specified herein shall be free from defects in design and manufacture for a period of one year, commencing upon (10) continuous days of operation of the installed equipment without any shutdown faults that are attributable to material and labor provided by the Contractor. Contractor shall pay all costs for parts, labor & travel required to satisfy warranty claims.
- B. Original Component Warranties. All manufacturers' original standard specifications and warranties for material, components and assemblies shall be forwarded to the Owner. These are in addition to the comprehensive Facility warranty that is the responsibility of the Contractor. Contractor shall complete all work in such manner so as to not invalidate any applicable Original Component Warranties.
- C. Warranty Enforcement. If warranty is invoked, the appropriate installer, supplier, and/or manufacturer, i.e. component manufacturers and/or sub-vendors and suppliers(s), shall respond with suitable repair within 48 hours of notification.

#### 1.12 QUALIFICATION OF MANUFACTURER-PACKAGER

- A. General. Manufacturers and models for equipment, components and performance shall be provided on CNG equipment data form. All sections of the form are required and shall be complete to define minimum standards for function, performance and quality.
- B. References for Supplied Equipment. Provide three customer-owner references in the U.S. for fueling facilities that have the proposed equipment in use for at least 24 months. For each reference, include facility name and location, date installed, and include contact name, phone, email for an owner representative that was involved with the construction of the CNG facility.
- C. Compressor Skids. Manufacturers of CNG-compressor skids and Valve panel shall also meet the following requirements:
  - 1. Provide documentation that the packager of the compressor skids, controls and valve panel have provided at least four CNG-equipment packages with at least 500 aggregate HP for compressor drive at each site or installation within the last two years. Submit three customer-owner references for U.S. projects with

compressor skid and valve panel matching the equipment similar to that required in the Owner's equipment specifications that has been in service for at least 6 months without significant problems, with reference responses subject to approval by The Owner. For each reference, include # skids, motor HP, cooler configuration (air or liquid), location, date installed, and owner, contact name, phone, email.

2. Provide manufacturer's data sheet demonstrating that the unit can produce CNG per specifications article 2.03. Data sheet should be marked as approved by an Engineering Manager or equivalent.
3. Verify that the new unit can provide the required flow using a maximum 100 HP drive motor.
4. Provide statement verifying that the controller can provide lead-lag starting, based on run skid-hours, different storage pressures and based on time of day, and otherwise meet the operating requirements of the specifications.
5. As part of bid, provide diagrammatic and written description of flow balance in terms of how flow will be controlled, i.e. at each dispenser, compressor or valve panel, or any combination of equipment that will allow vehicle fill pressure of an active hose to remain the same at the time of a second vehicle connection, also maintaining fill pressure with the connection of a third vehicle.

## 2 - PRODUCTS

### 2.01 GENERAL

- A. New Equipment. Equipment to be supplied by the Contractor shall be in new condition unless otherwise permitted by the Owner, in writing, and shall include all components and systems necessary to operate the respective system or component, fuel-management system, maintenance equipment, generator equipment, safety systems, skid, frame and enclosure, and other related components and systems as described herein.
- B. Pressure Ratings. All piping, tubing, unions, vessels, valves, filter bodies and appurtenances used in the manufacture and assembly of the specified equipment shall have a manufacturer's rated normal working pressure that is equal to or above its respective normal duty pressure, with a burst-safety factor as specified by either ASME B31.3, or the ASME Boiler and Pressure Vessel Code, as appropriate. Such ratings shall be indicated on component and material submittals to be approved by Owner.
- C. Electrical Classifications. All electrical and electronic components shall be installed and configured appropriately for their respective service conditions and locations. All such installations shall comply with NFPA 70 standards for Class I, Group D, Divisions 1 and 2, and as stipulated in Table 7.4.2.9 of NFPA 52 (2013) or other requirements as called for by AHJs.
- D. Material Compatibility. Contractor shall be responsible for providing and installing components and materials throughout the entire Facility that are compatible with, and

do not adversely react to other component or material that could be expected to come in contact during normal operation.

- E. Ball Valves. All ball valves shall use 2-piece construction. Ball valves smaller than NPS 2 shall include bodies, balls and stems fabricated from 304 or 316 stainless steel, and shall have a listed MAWP of not less than the highest service pressure normally existing in the process segment where it will be located. Ball valves in sizes NPS 2, or larger, may have carbon steel bodies, but otherwise shall otherwise meet the above specification for ball valves smaller than NPS 2. Actuated ball valves shall use pneumatic operators powered by a common control-air system, or by regulated CNG, in which case all actuators shall be listed for compatibility with natural gas and its typical lubricants.
- F. Buy America Act. All equipment and materials provided under this specification shall comply with Buy America Act provisions as required by the U.S. Department of Transportation for infrastructure projects.

## 2.02 CNG COMPRESSOR SKID

- A. General. Furnish complete compressor skid designed for use with natural gas and with a minimum per-compressor discharge capacity of 269 SCFM at 4500 PSIG, at a design gas-supply pressure of 112 PSIG. Since the MSA gas supply will be unregulated, the Contractor shall indicate the maximum allowed skid-inlet pressure as needed to maintain proper operation of the equipment over the entire range of possible MSA-supply pressures and provide a suction regulator as required.
- B. ESD Button. A mushroom-head push-type ESD button shall be located on the outside of each skid enclosure.
- C. Enclosure. Each skid shall be enclosed in a weather-resistant rain-tight lockable enclosure. Doors and panels shall be removable to facilitate servicing.
- D. Enclosure Accessories.
  - 1. Doors. Doors may be of either swing out, sliding, and/or rollup type, shall be lockable and if personnel can be closed in, design shall include a means to open at least one door from the inside, even if locked from the outside.
  - 2. Interior Lighting. Install a manual wall switch inside each enclosure for skid lighting control. Luminaries, switch and conduit shall be listed for Class-1, Division-2 Group-D service. Furnish either of the following luminaries.
    - a. One 4' long T8 fluorescent luminary with (2) lamps or equivalent LED luminary and located so as to provide uniform illumination throughout the interior area.
    - b. (2) compact-fluorescent fixtures located to provide uniform lighting levels throughout the skid interior.
  - 3. Methane Detection. Ceiling-mounted infrared point methane detection shall be provided and shall interface with the skid or station controller. Detection of 20% to 49% LEL methane shall annunciate an alarm at the master control panel.

Detection of 50% LEL methane shall annunciate an alarm at the control panel and shut down the compressor system equal to activation of the ESD. Methane detectors shall be Drager Polytron, Sensor Electronics, General Monitor/MSA or Honeywell.

4. Sound Attenuation. Enclosure shall provide sound-attenuation features, including sound-absorbing interior-wall surface and sound-attenuated louvers for cooler-air intake and exhaust.
- E. Vibration Speed. The compressor skid frame shall have a maximum vibration speed of 0.8" per second. Provide analog vibration sensor mounted to each compressor frame and wire to controller. Sensor shall have sensitivity range of at least .1" to 1.5" per second vibration speed.
- F. Control Air. Provide 1/2" tubing connection at skid edge for connection to remote 100 PSIG control-air supply header. Include pressure gauge scaled to 200 PSIG at line inlet.
- G. CNG compressor skid manufacturers:
  1. ANGI Energy Systems LLC  
Janesville, WI 53563  
Telephone: (800) 955-4626
  2. JW Power  
122 Dovel Rd.  
Longview TX 75603  
Telephone: (720) 385-3033
  3. Safe / Clean Energy Compression / IMW Industries  
43676 Progress Way  
Chilliwack, BC, V2R 0C3, CANADA  
Telephone: (732) 237-0001
- H. Qualification for Equal.
  1. Provide references per article 1.12
  2. Submit documentation in accordance with Section 01 60 00 Product Requirements.
  3. Also provide the following information for compressor skid references.
    - a. For each ref., include # of skids, each motor HP, cooler configuration (air or liquid), site location, date installed and owner contact name, phone and E-mail.
    - b. Provide manufactures data sheet demonstrating that each compressor can produce at least 260 std. ft. / minute (SCFM) at the operating conditions listed in the specifications. Data sheet shall be marked as approved by an Engineering Manager or equivalent.

- c. Provide statement verifying that the controller can provide lead-lag starting, based on run skid hours, different storage pressures and based on the time of day and otherwise meet the operating requirements of the specifications.

## 2.03 CNG COMPRESSORS

- A. General. These requirements apply to Ariel JGQ, IMW-50 or equal compressors, and related equipment mounted on a skid with weather-resistant enclosure, intended for vehicular-use natural gas only, a design-maximum discharge temperature immediately downstream of each stage of compression of no more than 20° F greater than the design ambient temperature of up to 110°F and outdoor un-shaded installation.
- B. Required Capacity. Each compressor shall be sized to produce not less than 260 SCFM of CNG at a discharge pressure of 4500 PSIG. The design capacity shall also allow for all pressure drops through filters, pulsation bottles, interstage devices, dryer, coolers and piping from the inlet flange to the discharge-tubing connection on the skid.
- C. Compressor Size. The compressor frame shall be furnished with cylinders which, when operating at normal operating condition(s), shall, as closely as practical, load the electric motor to its full rated load.
- D. Interstage Velocity. The velocity of gas from inlet to discharge shall not exceed 50 feet per second at the design conditions. All piping, coalescers, valves, unions etc. shall be sized appropriately.
- E. Accessories. Compressors shall be provided with direct or belt drive assemblies, interstage and discharge coalescers, and interstage- and after-cooling. Each compressor shall be designed for automatic starting, unloading and captured blowdown and equipped with a normally-closed actuated inlet valve, suction check valve, discharge check valve, suction flex line, suction particulate filter, and discharge coalescing filter. The actuated inlet valve shall be controlled by the PLC.
- F. Lubrication System. Compressor cylinders may be either be oil-lubricated or non-lubricated. Crankshafts shall be oil lubricated.
  1. Lubricating Oil Consumption. Net carryover of lubrication oil from the compressor crankcases through to the dispensers shall be no greater than 0.5 pounds of oil per million SCF of compressed natural gas. Net carryover shall not include oil drained or recovered from the blowdown receiver and coalescers.
  2. Piston Rings. All compressor piston rings shall be ferrous or synthetic, subject to approval by Owner.
  3. Lube Oil. Compressor-lube oil for both crankcase lubrication and cylinder lubrication shall be a PAG-type synthetic oil, and as approved by the compressor-skid packager.
  4. Day Tank. All force-lubricated compressors shall include a 5-gallon day tank with sight glass. Include low- or no-oil level switch in oil system.

- G. Compressor Crankcase Ventilation. Each compressor shall be equipped with means to prevent an accumulation of combustible gases in the crankcase. Vent exhaust shall be directed to a safe location inside or outside of the skid enclosure and shall be protected from rain and debris by a rain cap or similar means.
- H. Interstage Coalescing Filters. Each oil-lubricated stage shall include an oil-coalescing filter downstream of the cooler outlet for that stage. Coalescing filters shall be fitted with automatic drainage to the compressor's blowdown-recovery vessel.
- I. Loadings. Compressors, drive motors and auxiliary equipment shall be designed and constructed to operate under full load at normal operating conditions.
- J. Pressure Rating For Controls. All gas controls shall have an MAWP equal to or greater than the maximum pressure to which they will be subjected during normal operation of the compressors.
- K. Appurtenances. Each compressor stage shall include a surge chamber with enough capacity to adequately dampen the effects of compressor pulsation on adjacent components, and shall include a flexible inlet pipe section to protect against vibration and movement of the compressor vs. the suction-supply piping. Final discharge from each compressor shall be tied to a common tube/pipe to edge of skid. The MSA and each compressor discharge shall be protected by check valves.
- L. Alignment. Direct compressor-drive alignment shall be set in the factory using a commercial laser alignment system, (e.g., Hamar Laser). Laser alignment shall verify rigidity of the motor mount (avoid excessive soft-foot alignment), and parallelism of the axes of rotation between the motor and compressor crankshaft prior to shipment. Alignment shall be mechanically field verified to factory tolerance following completion of all anchor connections but prior to any bump-over or startup on site, and alignment method shall adhere to the written instructions of the skid or compressor manufacturer.
- M. Design Conditions. The compressor system shall be capable of operating within the full range of conditions specified below. Values listed as 'design' shall be used for sizing the compressors with respect to specified flow rate.
  - 1. Gas Conditions. The incoming gas supply will have a design specific gravity of 0.59 and a temperature of 75°F.
  - 2. Ambient Temperature. The ambient temperature will range from 25°F - 115°F, with a design temperature of 90°F.

#### 2.04 CNG COOLING SYSTEM

- A. Design. Forced draft or induced draft air circulation shall be used to cool the CNG from the heat of compression. Fan drive may be either derived from the prime mover or by its own electric drive motor.
- B. Design Criteria. The criteria to be used for design shall include the following:
  - 1. Max. design ambient temperature 115° F.

2. Site elevation above mean sea level 768 feet.
  3. Max. compressor suction gas temperature 80° F.
  4. Max. allowable aftercooler gas discharge temp. Ambient temp. plus 20°F.
- C. Tube Material. Tube material for final-stage cooler shall be Type 316 or 304 stainless steel, seamless, and manufactured and labeled according to ASTM A213. Tube material for other cooler stages shall be either SS per above or A-103 grade B CS.
- D. Cooler Configuration. Cooler intake and exhaust sections shall be oriented so as to minimize the introduction of exhaust air from existing and new adjacent skids into the intake of either skid. Coolers shall include sound-attenuating louvers at their intake and exhaust sections.

## 2.05 SKID-MOUNTED PRESSURE VESSELS

- A. Stamping. All vessels requiring ASME stamping shall also be stamped with the following:
- MAWP.
  - The water volume of the vessel.
  - ASME U-stamp.
- B. Suction Filter. Furnish (1) particulate filter upstream of each 1st stage compressor inlet.
1. Specification. This filter shall eliminate all suction gas particles (liquid and solids) with a diameter of 50 microns or greater. The filter shall be adequately sized for the maximum compressor throughput. The filter body design pressure shall not be less than the blowdown receiver relief valve set pressure.
  2. Ancillary Equipment. Furnish the suction filter with:
    - a. A drain line controlled by a manual valve.
    - b. A differential pressure gauge for indicating pressure drop between filter inlet and outlet.
- C. Pulsation/Volume Bottles. Pulsation bottles sufficient in capacity to adequately dampen the effects of compressor pulsation on adjacent components shall be included in the following locations: upstream of the first-stage inlet; downstream of final-stage discharge.
1. Compliance. Design of compressor system shall comply with the guidelines of the Compressed Air and Gas Handbook, fifth edition, chapter 10, published by the Compressed Air and Gas Institute, so as to minimize the effects of harmonics and pulsation. Pressure curves in Handbook (Figure 10.50, approximate bottle sizing chart) shall be extrapolated to pertinent working pressures of the relevant compression stages and systems.
  2. Drains. Pulsation bottles shall be equipped with drains.

- D. Interstage Oil Removal. Interstage coalescer downstream of each oil-lubricated cylinder between the interstage cooler and next-stage compressor inlet shall be provided.
1. Size. Coalescing filters shall be housed in Parker J4 housings, or larger, and shall be designed to eliminate 95 percent of entrained liquids and handle liquid accumulation, which may result from 12 hours of continuous compressor operation. Automated in-process blowdown to drain oil accumulations is allowed.
  2. Drains. Drains shall be minimum 3/8-inch pipe and be fitted with a matching check valve. An automatic valve for each blowdown circuit shall be provided to allow liquid blowdown to the blowdown receiver vessel. Drain lines and the actuated valve shall be sized to handle compressor idling gas volumes.
- E. Two-Stage Discharge-Coalescing Filtration (force-lube compressors). Both pre-coalescer and coalescer filters shall be housed in a Parker J4SL housing at minimum and shall be located immediately downstream of the final stage aftercooler. Lesser filtration may be proposed for compressors that do not have force-lube injection on all cylinders.
1. Specification. Coalescer filter discharge shall contain no more oil or other liquid hydrocarbons, exclusive of non-condensables, than 50 part per million on a mass basis. The filters shall be sized for the maximum compressor gas flow rate over gas pressures ranging from 2,000 to 4,500 PSIG so that pressure drop does not exceed 2%. The first filter shall use a Parker Hannifin grade-10 coalescer element and the second filter shall use a Parker Hannifin grade-4 coalescer element.
  2. Drains. The filter(s) shall have an automatic liquids purge to the blowdown receiver. An automatic valve shall be provided to allow liquid blowdown to the blowdown receiver vessel. Drain lines and the actuated valve shall be sized to handle compressor idling gas volumes.
- F. Blowdown Receiver. Blowdown receiver of adequate capacity and pressure rating for the normal operation of each compressor shall be included. Design working pressure for each blowdown system shall be sized appropriately to accommodate the blowdown volume and pressure of the compressor and allow up to two start / stop cycles within five minutes.
- G. Connections. The blowdown receiver(s) shall have the following connections:
1. Condensate drain. A 1/2-inch ball valve or needle valve and drain port shall be provided in a readily accessible location for manual draining of liquids accumulation in the blowdown receiver. Ball valve shall be piped to edge of skid exterior and shall include downward
  2. Interstage separator blowdown. A manual ball valve shall be provided to isolate the blowdown receiver from the actuated blowdown valve, to facilitate servicing of the blowdown piping, without the need to depressurize the receiver.

3. Gas connection to compressor suction from the blowdown receiver and its regulator shall be upstream of suction filter and downstream of the suction check valve.

## 2.06 SUCTION NATURAL GAS DRYER

- A. General Requirements. A low-pressure, manually operated, temperature-swing absorber heat regenerative gas dryer shall be provided. The system shall include inlet and outlet particulate filters, and pressure gauges for measuring inlet pressure, differential pressure across the dryer-inlet and -outlet filters, and across the entire dryer assembly, i.e. flange to flange.
- B. Configuration. Provide a manual-simplex design consisting of one desiccant vessel, and 2" diameter connections and all gas-process piping and valves shall be 2" nominal.
- C. Pressure Relief Valves. Full-port PRV's shall protect the desiccant vessel and heater-vessel assembly, and shall include lock-open ball valves at their inlets. PRVs shall be rated for the MAWP of the vessel that they are protecting and shall be by Mercer or Anderson Greenwood.
- D. Maximum Allowable Discharge-Moisture Content. The discharge gas shall comply with SAE standard J-1616, based on inlet natural gas with 7 lb moisture per MMSCF, and a design low ambient temperature of 30° F.
- E. Adsorbent. The adsorbent shall be 3Å molecular sieve and shall not affect the character and odor of the incoming gas. The dryer design shall be such that the adsorbent shall have a minimum useful life of five years.
- F. Other Requirements.
  1. Piping, vessels and valves shall be sized, configured and ported so that pressure drop between inlet and outlet flanges of dryer does not exceed 5 PSI at the design MSA-outlet pressure of 110 PSIG and a flow of 520 SCFM. Dryer shall be pre-assembled on a skid and shall include common connection at system inlet and outlet.
  2. MAWP of vessels, piping and complete assembly shall be min. 150 PSIG.
  3. Provide redundant thermocouples at all heater units. TC's may be internal or external to the heaters.
- G. Drying Capacity. The dryer shall be sized so that regeneration of the desiccant bed shall be required after no less than 175 hours of 520 SCFM gas throughput during the normal operation of the compressor system, based on an inlet gas-moisture content of 7 lb./MMSCF.
- H. Instrumentation. An in-line dew-point sensor alarm shall be provided at the dryer-discharge port. The detector shall have two levels of alarm; one light shall be activated upon moisture at dryer discharge approaching maximum saturation and a second light be activated upon moisture upon dryer discharge reaching maximum saturation. Inlet and outlet connections shall each be equipped with a pressure gauge scaled to 125%

of the dryer MAWP. Differential-pressure gauges shall be provided on the inlet and outlet filters, and across the entire dryer assembly.

- I. Regeneration. Regeneration of any desiccant bed shall be by temperature swing with closed loop gas circulation, and shall be initiated manually and terminate automatically. Maximum regeneration and cooling time shall be eight hours. A design that requires burping to reduce the closed system pressure for regeneration is acceptable. Provide embossed placard or sign with basic regeneration procedure on dryer.
- J. Bypass Capability. Dryer bypass and isolation manual ball or butterfly valves shall be provided so that the compressors may operate while the entire dryer is off line.
- K. Recirculation Blower. Blower shall include pressure transducers to detect low and high differential pressures. Blower hose shall be reinforced with stainless steel braid or other equivalent means to resist kinking of the hose.
- L. Regeneration Heater Assemblies. Each heating vessel shall include a PRV that cannot be isolated from its vessel, and a redundant thermocouple for detection of over-temperature.
- M. Manufacturers:
  - 1. ANGI Energy Systems  
305 W. Delevan Dr.  
Janesville, WI  
Telephone: (800) 955-4626
  - 2. PSB Industries, Inc.  
1202 W. 12th Street  
Erie, PA 16501  
Telephone: (814) 453-3651
  - 3. SPX/Pneumatic Products Corp.  
4647 S.W. 40th Avenue, Ocala, FL  
Telephone: (352) 873-5763; (352) 237-5500
  - 4. Xebec Inc.  
730 Boulevard Industrial  
Laval, QC, H7L-3M5  
CANADA  
Telephone: (450) 979-8718
  - 5. Or approved equal.

N. Cut Over. Existing dryer shall be removed and replacement dryer shall be piped, connected and leak tested within one day. Perform work over weekend or as otherwise scheduled and coordinated with the Owner so that disruption of CNG-station operation does not prevent fueling and buses meeting next-day rollout.

## 2.07 DEFUELING HOSE

- A. General. Provide CNG defueling hose and nozzle for connection to existing defueling panel.
- B. Specification. Provide 12' long x 3/8" conductive hose rated for 5000 psi equip hose with 'ILB-1' inline breakaway and BDN defueling nozzle. Also provide Snaptite quick-connect hose end with appropriate threaded adapter, shipped loose in cabinet.

## 2.08 INSTRUMENTS AND CONTROLS FOR COMPRESSOR SYSTEM

- A. General. Compressor-system controls, including start and shutdown shall be electronic and shall operate automatically and unattended. Allen Bradley 'Remote I/O' or similar/Centurion architecture is acceptable. If a master controller or PLC is provided, the new compressor skid shall include a local touch-panel HMI for monitoring status of its skid, including typical pressures, temperatures and fault conditions.
- B. Control System. A micro-processor based controller (controller) in a NEMA 3-R enclosure shall be provided for the compressor and mounted in an area consistent with its electrical classification. System shall be designed in accordance with the following:
  - 1. Performance Specification. This controller shall be capable of controlling operations of its associated compressor skid as required, without reliance on any parallel controllers. All set points for this controller shall be modifiable at a local input/output display panel and shall also be modifiable remotely by network / Internet IP connection.
  - 2. Programmability. Owner shall have unimpeded access to modify set points and operating parameters upon completion of the Work. Contractor shall verify that the PLC program is developed using a commercially available PC-based platform such as Studio 5000, as needed to modify controller program. Provide compiled and annotated source code for PLC program ***in .ACD file format*** on USB flash drive with labeling of project name, date and file name and type.
  - 3. Local Display. Master controller shall include an outdoor-rated 7" LCD touch HMI, Skid controllers shall be an outdoor rated 5" LCD touch HMI, viewing shall include backlight and be visible in bright sunlight for fault annunciation, display of operating conditions and interface for modifying set points. Modification of set points shall require a password. Display shall include a backlight and shall be rated for outdoor installation. Display shall be protected or oriented on site so that it is clearly visible in any day lighting condition.
- C. Telecom. All set points for this controller shall be modifiable at a local input/output display panel and by remote IP connection via web-based interface. Controller system shall also provide automatic SMS and email-based notification to the Owner via IP connection in case of fault. Includes either cellular-data modem or wired LAN connection to local IP switch.
- D. Performance Specification.
  - 1. Compressor Starting. Logic in controller shall prohibit subsequent compressor from starting within 30 seconds of the primary-starting compressor but shall allow both the existing (remaining) and the (replacement) compressors to operate

concurrently, based on time of day, demand from the fast-fill dispenser and storage pressure, which shall be adjustable. Controller shall facilitate incremental compressor start based on threshold-storage pressure. Incremental compressor-start sequence shall be associated with storage-bank pressure, i.e. the first compressor starts when storage falls to 3,600 PSIG; the second compressor starts when storage falls to 3,300 PSIG and when two dispensers are active; third compressor starts when storage falls to 3,000 PSIG, etc. Set points shall be adjustable. The number of compressors allowed to run simultaneously shall be limited based on time of day.

2. Storage Bypass. Controller shall control and prioritize compressor discharge to priority storage banks or fast-fill direct supply. Priorities and control-pressure set points shall be user adjustable via the controller.
3. Time Fill Control. Include supervision of pressure in common time-fill distribution manifold and limit pressure to 3600 PSIG, temperature compensated to 70°F. Provide ambient-temperature sensor and close time-fill control valve in valve panel at full pressure.

E. Shutdowns, Alarms and Annunciators.

1. General. All shutdowns, alarms and annunciators shall be electronic and adjustable.
2. Specifications. The first column, below, lists the relevant component or system. The second column lists the corresponding required action (i.e. shutdown, alarm, indicator):
3. Compressors:
 

a. Low suction pressure:	Shutdown
b. High interstage pressure, all stages:	Shutdown
c. High discharge pressure:	Shutdown
d. Low lube oil pressure:	Shutdown
e. High discharge temp., each cylinder:	Shutdown
f. High compressor & cooler vibration:	Alarm
g. Excessive compressor & cooler vibration:	Shutdown
h. 20% LEL methane detection level:	Alarm
i. 50% LEL methane-detection level:	Shutdown
j. High storage pressure, each bank:	Shutdown
k. Nearing low control-gas pressure:	Alarm
l. Low control-air pressure (air-supply header):	Shutdown
m. High blowdown pressure (90% MAWP):	Shutdown

F. Additional Requirements. In addition to the devices previously listed, the panel shall include:

1. Manual shutdown switch.
2. Key lockout.

3. Lights to indicate main power is energized, condition light for each compressor indicating "running", "standby" or "fault".
4. Compressor automatic-start-cycle failure.
5. First-out fault annunciation.
6. An emergency shutdown switch shall be provided at the control panel. The ESD switch shall shut off the compressor motor power supply and close the actuated suction valve at each compressor. ESD system shall be expandable to other locations on a common 24VDC or 120VAC circuit.
7. Hourmeter. Each compressor shall have a non-resettable hour meter to record cumulative time of operation and may be part of a multi-functional digital display with a backup battery.
8. Motor overload. The annunciator need not specifically call out "compressor motor overload" or "cooler motor overload". Rather the annunciator may indicate a message such as "compressor motor failure".
9. Temperature for high interstage and discharge temperatures shall be measured at the outlet of each cylinder.
10. Design PLC to control new compressor skid and remaining 100 HP Sulzer compressor skid, including automatic start-stop control and lead-lag control based on run hours (primary) and start failure / fail over (secondary).

G. Instrumentation.

1. Temperature Measurement. Thermocouples or resistance thermometer devices (RTDs) shall be used to sense temperature for control functions.
2. Pressure Measurement.
  - a. Required Pressure Gauges. Pressure gages shall be provided for compressor suction, interstage pressures, blowdown receiver and final compressor discharge for each compressor.
  - b. Calibration Valve. All pressure switches and transducer/transmitters shall have a dedicated block-and-vent valve to facilitate pressure calibration. The block valve should be lockable with a wire and lead seal.
  - c. Pressure Gauges. Manual pressure gauges shall monitor the following pressures:
    - i. + Compressor lube oil
    - ii. + First-stage suction
    - iii. + Each stage discharge
    - iv. + Blowdown receiver

H. Timer Control. PLC system shall include ability to program the start/run of any compressor based on time of day (i.e., no start unit B between 5:30 AM and 6:00 PM daily).

I. Manufacturers.

1. Allen Bradley Contrologix or Compactlogix.
2. Horner.
3. Or approved equal.

## 2.09 REMOTE COMMUNICATIONS PANEL/MODULE

- A. General. Remote communications may be provided by either a standalone panel or as part of an integrated PLC-control system. House in a NEMA 3R cabinet.
- B. Requirements. Provide remote-communications package to facilitate web-based monitoring of PLC / status of CNG system. Include automatic SMS messaging and emailing to four recipients in case of any fault and ability to connect remotely via web-browser interface to monitor status and change control parameters with password protection. Communication may be either via cell or locally wired IP Ethernet connection. House in weather-tight cabinet and provide local setup for owner monitoring capability. Web interface shall provide data and interface matching that of the local HMI.

## 2.10 PRIORITY VALVE-PANEL SYSTEM

- A. General. The valve-panel system shall direct the flow of CNG from the two skid discharges to the fast-fill CNG dispenser, three storage banks and time-fill header.
- B. Requirements. Provide CNG-input connections for two compressors with 1/2" connections. Panel shall include 1/2" process lines and valves throughout, shall be free standing, and shall be housed in a NEMA 3R cabinet.
  1. General Conditions and Assumptions:
    - a. Design compressor-discharge pressure (control-stop pressure) is 4500 PSIG.
    - b. Prior to operation, all storage vessels are at full pressure (4500 PSIG).
    - c. The two compressors are off and there are no vehicles being fueled.
  2. The controller system shall interface with the following input/output signals:
    - a. Compressor run and stop to two existing and new compressor skids (via motor starter panel).
    - b. Storage-bank pressures for low, mid and high.
    - c. Time-fill header.
    - d. Actuated valves in Valve Panel.
  3. All ESD valves shall be fail closed; and shall close in case of activation of ESD system, interruption of control-air/gas system or power failure to the valve-actuator solenoids. Provide ESD valves to isolate storage lines and supply lines to fast-fill and time-fill dispensing lines.
  4. Connections and line sizes shall be per the Piping and Instrumentation Diagram.
- C. Regulated Control Gas. Provide regulated natural gas within each piece of packaged CNG equipment, including compressor skids, priority-valve panel and fast-fill dispenser. Regulators shall be compatible with natural gas, have a primary rating of 5000 PSIG and an adjustable secondary allowing for a pressure range of 80-110 PSIG.

Provide 5000 PSI manual ball valve immediately upstream of each regulator and 200 PSIG pressure gauge immediately downstream of each regulator.

1. ANGI Energy Systems  
305 W. Delevan Dr.  
Janesville, WI 53546  
Telephone: (800) 955-4626
2. Safe / Clean Energy Compression / IMW Industries  
43676 Progress Way  
Chilliwack, BC, V2R 0C3, CANADA  
Telephone: (732) 237-0001
3. JW Power  
Longview, TX  
(903) 643-3413
4. Trillium CNG  
Houston, TX  
(800) 920-1166
5. Tulsa Gas Technologies  
10117 E. 48th Street  
Tulsa, OK 74146  
Telephone: (918) 665-2641
6. Manufacturer of valve panel shall be approved by the manufacturer-packager of the CNG compressor and controls system.

D. Qualification for Equal.

1. Provide documentation that the manufacture of the compressor skids and the manufacture of the valve panel have reciprocal approvals for each other's equipment.
2. Provide customer references with bid for three projects that meet the requirements of article 2.10.
3. Provide narrative or schematic with bid to illustrate technical compliance with article 2.10.

## 2.11 STORAGE VESSELS

- A. General. (3) ASME-rated cylindrical CNG storage vessels shall be provided. Vessels shall have a minimum capacity of 11,500 SCF each at 4,500 PSIG, an MAWP of 5,500 PSIG, shall include framing and bracing suitable for IBC seismic classification-E. Vessels shall be fabricated in accordance with ASME Section VIII, Division 1, and shall be painted white.
- B. Arrangement. Configure vessels as shown on plan or other arrangement approved by the Owner. Vessels shall be arranged three wide x one tall. See structural drawings.

- C. Valves And Drains. Each vessel shall include a full-port 3/4" pressure relief valve (PRV) set at 5500 PSIG with a full-port 3/4" ball valve locked open between the PRV and the vessel. Each vessel shall include a 3/4" service ball valve, a drain port at its low point with a throttling plug valve and a pressure-rated discharge pipe or tube convenient for draining. Outlet of drain port shall be anchored and shall be directed away from servicing personnel. For cylindrical vessels, slope towards drain end.
- D. Vent Riser. Furnish a 1" dia sch 80 elbow and vent-riser pipe at each PRV outlet with opening min. 10' AFF. Or, provide a common 2" dia. Sch 80 CS vent-riser pipe. Support pipes with Unistrut anchored to concrete slab at 6 ft. AFF.
- E. Additive Alternates. Provide Submit bid pricing to supply one, two or three additional vessels beyond the three in the base scope. Match requirements for base vessels and mount on top of three base vessels for a three-wide x two-tall configuration.
- F. Manufacturers and Packagers:
  - 1. ANGI Energy Systems  
Janesville, WI  
Telephone: 800-955-4626
  - 2. CP Industries  
McKeesport, PA  
Telephone: 412-664-6681
  - 3. FIBA Technologies  
Littleton, MA  
508-887-7162
  - 4. Or approved equal.

## 2.12 FLEET FAST-FILL DISPENSER

- A. General. (1) two-hose medium-flow CNG dispenser with internal fill-control logic shall be provided. Dispenser shall be fleet type.
- B. Specifications. Dispenser shall be capable of delivering fills of 3600 PSIG temperature compensated to 70°F, based on control logic housed in the dispenser. Dispenser shall include one MicroMotion CNG-050 meter common to two hoses, and mechanical vehicle pressure gauge for each hose at exterior of cabinet and shall have a backlit data display. All CNG tubing and fittings shall be 1/2" x .070", grade 304/316 SS. Vent tubing shall be 3/8" x .049", grade 304/316 SS, and PRV line shall be one each at 1/2" SS or aggregated at 3/4" SS or 3/4" CS sch 80 pipe. A means of preventing the escape of CNG from the fast-fill system in case the dispenser is knocked off of its base shall be provided, such as a vibration switch wired to the ESD circuit. Dispenser-control valves shall be ball or solenoid valves. Provide vent outlet that is 10' AFF at dispenser.
- C. Filters.
  - 1. Oil Coalescing. Dispenser shall include one inline oil-coalescing filter for each of the three sequence-bank feed lines and a block and bleed valve arrangement to facilitate servicing of filters. Three total filters shall be housed in Parker-Hannifin

J4 housings and shall include a grade-4 coalescer element. Filters shall be located upstream of the meter and control valves and may be located in the dispenser pit beneath or next to the dispenser, and/or in the dispenser cabinet.

2. Startup Cleaning and Filtration. Contractor shall be responsible for ensuring that all pipes and vessels upstream of the dispensers are free of dirt, welding slag, moisture and debris prior to startup. Contractor shall submit a pipe-cleaning method for approval by the Owner prior to startup. Contractor shall also comply with temporary filtration requirements per article 3.05.C.2.e.
- D. Hose And Nozzle. Hoses shall be ½” x 12 ft. long with 5000 PSIG MAWP, shall have inline breakaway mechanisms with check valves, and be electrically conductive. Nozzle shall be NGV-1 type-2. Retractor shall keep hose from contacting ground when nozzle is in its keeper. The nozzle keeper shall be installed on a side of the dispenser cabinet that does not face toward the fueling lane and so that the nozzle cylinder is parallel with the fueling lane when it is in its keeper. Nozzles shall be ‘P36’ with yellow jackets.
- E. Operation. Dispenser shall be controlled by internal logic controller and shall include internal 3-bank sequencing with ½” tubing connections to the storage array. Sequencing shall be pneumatically actuated ball valves powered by regulated CNG or high-flow solenoid valves.
- F. Interface With Fuel-Management Terminal. Dispenser shall be configured for connection to the fuel-management terminal, so that terminal must authorize the dispensing of fuel, and so that CNG fuel consumption mass is recorded by the terminal, along with user ID, time of day, payment data/authorization and vehicle ID.
1. Pulse-Count Output. Dispenser shall generate 100 pulse-count per mass of CNG dispensed (i.e. 100 pulses per gasoline-gallon equivalent of CNG). Mass-calibration rate shall be 5.660 lb NG / GGE or as otherwise coordinated with Owner.
  2. Interface with Fuel Management terminal. Furnish connections between each dispenser and the fuel management terminal for the following signals: handle switch, low-voltage meter pulser and ‘authorize’ signal. Conductors of different voltages shall be routed in separate conduits.
- G. Dispenser shall be outfitted with an emergency shutdown button (ESD). The ESD system will shut down the compressors, close all ESD valves, and de-energize the dispensers.
- H. Acceptable Manufacturers:
1. ANGI Energy Systems  
305 W. Delevan Dr.  
Janesville, WI 53546  
Telephone: (800) 955-4626
  2. Kraus Global
  3. Tulsa Gas Technologies  
10117 E. 48th Street

Tulsa, OK 74146  
Telephone: (918) 665-2641

4. Provide customer references with bid for three projects that meet the requirements of article 2.12.D.
5. Provide narrative or schematic with bid to illustrate technical compliance with article 2.12.D, including description of 'flow balance' dispenser or matrix-type valve panel.

## 2.13 FUEL-MANAGEMENT TERMINAL

- A. General. Provide one fuel-management terminal to supervise the fill event at the new fast-fill dispenser.
- B. Requirements. Terminal for authorizing, recording and managing fueling transactions for fast fill dispenser. Allow authorization via key pad, proxy reader and credit/fleet card. Configure to control one hose via compatible pulse reader. Equip with integrated Ethernet communication for connection to IP switch in office building. Provide remote-host software or cloud-based transaction management, including support and service for 24 months following startup and commissioning. Software and report output shall be compatible with 'Munis' site-management platform, including configuration of fuel-report output to communicate with Munis. Terminal shall be rated class-1 division 2 throughout.
- C. Wiring. Include 120V hook authorize/return wiring for one hose + 100 pulses per GGE metering data via 24V pulse output from dispenser meter. Wire and configure per written instruction of Syntec Systems and dispenser manufacturer.
- D. Approved Product: Syntec Systems FuelMaster 2500.

## 2.14 COMPRESSOR PRIME MOVER

- A. General. New gas compressor prime mover shall be a 460V AC, 60 Hz, 3-phase squirrel cage induction motor. Prime movers shall be totally enclosed and fan-cooled (TEFC), having a minimum continuous rating of 100 HP (base specification), with a 1.15 service factor. Prime movers shall be designed, constructed and tested in accordance with NEMA Standard MG1-1998. Motors shall also comply with the applicable portions of the Energy Policy Act of 1992, and meet NEMA Premium Efficiency design and performance standards.
- B. Ratings. Prime movers shall be rated for continuous duty at 60 HZ, single voltage with across-the-line full voltage start at 460 VAC. Prime movers shall have a 1.15 service factor. Torque characteristic shall be NEMA Design B. Motors shall have 4 poles, and a full load rated speed of 1,785 RPM. Motors shall be listed for use in Group D, Class 1, Division 2 hazardous atmospheres.
- C. Service Conditions. Motors shall be suitable for continuous duty operation without de-rating under the following service conditions:

1. Exposure to ambient temperatures from 40°F to 110°F, plus temperature rise resulting from friction, compression and normal system operation.
2. Exposure to altitudes up to 50 feet.

Electrical Design. Motor efficiency shall be evaluated in accordance with IEEE standard 112-1991, Subclause 6.4, Method B. The nominal efficiency, 3/4-load efficiency and guaranteed minimum efficiency shall be stamped on the motor's nameplate.

- D. Motor Insulation. Motor insulation shall be a non-hygroscopic, chemical and humidity resistant system. The minimum thermal rating of the system shall be Class F, as defined in NEMA MG1-1998. The stator windings shall meet or exceed NEMA MG1-1998, Part 31. Stator shall be double dipped and baked in varnish to form a heavy build that exceeds the test criteria of moisture resistance per NEMA MG-1. When operated at rated horsepower, voltage and frequency, the temperature rise of the stator winding shall not exceed 80°C, when measured by winding resistance. Motor insulation shall be designed and tested to withstand 2000 Volt transients without premature motor failure, and have no cable limitations in motor application.
- E. Service Factor. Motors shall be rated for a 1.15 service factor on sine wave power in a 40°C ambient temperature.
- F. Mechanical Design. Motor shall be totally enclosed and fan cooled (TEFC). Motor bearings have a degree of protection of IP54, from moisture and foreign material. Motors shall be equipped with ball bearings or roller bearings. Ball bearings shall be the same size on both ends. Bearings shall be re-greasable without disassembling the fan or fan cover and provide for the elimination of purged grease through fittings extending beyond the fan cover. Inner bearing caps shall be provided for bearing retention and to prevent harmful amounts of lubricant from entering the motor interior. For direct-coupled motors, stabilized bearing temperature shall not exceed a temperature rise of 45°C, as measured by a thermocouple on the surface of the bearing house.
1. Bearings shall provide for an L-10 life of at least 26,000 hours per ANSI/AFBMA 9-1990, based on NEMA belting application limits per NEMA MG1-1993, section 14.41. The insulation system and motor leads shall be compatible with mineral oil.
  2. Condensation drain holes shall be provided at the low points in the end brackets and shall be supplied with corrosion resistant breather drain plugs.
  3. Ventilating fans shall be of non-sparking conductive plastic material. The proper fan rotation direction shall be indicated by a permanent label on the outside of the motor.
  4. The motor's conduit box shall be equipped with a ground lug. Gaskets shall be provided between the conduit box and frame, and between conduit box base and cover, to provide a moisture resistant barrier.
  5. Shouldered eyebolts with a minimum safety factor or 10 shall be provided for motor lifting. All fastening hardware shall be hex-head bolts or socket head cap screws

with zinc plating. Cast iron motor components shall be primed and painted to surpass a 250-hour salt spray test per ASTM B117-90.

- G. Nameplate. Motor nameplate shall be stainless steel, and shall contain the following information in addition to that noted in section 10.40 of NEMA MG1-1993.
  - 1. AFBMA bearing ID.
  - 2. Manufacture date code.
  - 3. Motor weight.
  - 4. Guaranteed minimum efficiency.
- H. Airborne Sound. Motor sound power level, when measured at a no load condition, shall not exceed 90 dBA, when determined in accordance with IEEE Standard 85-1973.
- I. Vibration. Motor vibration measured in any direction on the bearing housing meets the levels listed below when tested per section 12.08 of NEMA MG1-1993:
  - 1. Unfiltered vibration at rated voltage and frequency shall not exceed 0.15 in/s peak velocity.
- J. Production Tests. The motor manufacturer shall perform production tests according to NEMA MG-1-12 and ANSI/IEEE Standard 112, Method B.
  - 1. The following test information shall be recorded and inserted in the motors' shipper.
    - a. Winding Resistance.
    - b. No load current and speed at rated line voltage and frequency.
    - c. Current input at rated frequency with rotor at stand-still.
    - d. High-potential test.
    - e. The following five unfiltered vibration readings, measured as described above: drive end (horizontal, vertical, and axial) and opposite drive end (horizontal and vertical).
- K. Warranty. Motor components shall have a full three-year performance warranty when operated on sine wave power and three year warranty on inverter power.
- L. Manufacturers and Models.
  - 1. TECO Westinghouse MAX-E1 Premium Efficiency Severe Duty TEFC.
  - 2. Siemens – Medallion Motors, Premium Efficiency Severe Duty TEFC Type CZ.
  - 3. WEG Severe Duty TEFC.
  - 4. US Motors Catalog No. C50P2C.
  - 5. Baldor TEFC.

## 2.15 MOTOR STARTER PANEL

- A. General. Starters matched to the new and remaining compressor prime movers, cooler-fan motors, and pre-lube pump motors as applicable shall be provided with the compressor system, shall be controlled by the programmable-logic control (PLC)

system and shall be located in a non-hazardous area, or in a hazardous area if panel is listed for Class 1 Division 2 Group D service per NEC. For starter assemblies located outside of the hazardous area, house in NEMA 3R or NEMA 4 cabinet. All motor starters shall include TVSS protection.

B. Electromechanical Motor Control.

1. Compressor fan drive motors and pre-lube pump motors shall be controlled by Full-Voltage Non-Reversing (FVNR) magnetic starters, i.e. across-the-line starters.
2. Magnetic starters through NEMA Size 9 shall be equipped with double-break silver alloy contacts. The starter must have straight-through wiring. Each starter shall have one (1) NO auxiliary contact.
3. Solid-State Overload Relay.
  - a. Provide a solid-state overload relay for protection of the motors. The relay shall be Cutler Hammer type CEP7 or approved equal.
  - b. The overload relay shall be modular in design, be an integral part of a family of relays to provide a choice of levels of protection, and be listed under UL Standard 508.
  - c. The overload relay shall have the following features:
    - 1) Be self-powered.
    - 2) Class 10 or 20 fixed tripping characteristics.
    - 3) Manual or automatic reset.
    - 4) Provide phase loss protection. The relay shall trip in 2 seconds or less under phase loss condition when applied to a fully loaded motor.
    - 5) Visible trip indication.
    - 6) One NO and one NC isolated auxiliary contact.
    - 7) Test button that operates the normally closed contact.
    - 8) Test trip function that trips both the NO and NC contacts.
    - 9) A current adjustment range of 3.2:1 or greater.
    - 10) Ambient temperature compensated.
    - 11) Ground fault protection. Relay shall trip at 50% of full load ampere setting.
    - 12) Jam/Stall protection. Relay shall trip at 400% of full load ampere setting, after inrush.
    - 13) FVNR Motor starters shall be Cutler-Hammer Freedom Series or approved equal.

C. Solid-State Reduced Voltage Motor Control for compressor drive. For this procurement, vendor shall provide the following configurations as directed by the Owner:

- 2x duplex MCC's to drive (4) total 650-SCFM compressors and appurtenances specified under this base procurement, or
- 3x simplex MCCs to drive (3) 975 compressors and appurtenances specific under this procurement specified under this procurement.

1. Controller for each compressor prime mover shall be Cutler-Hammer type S811 or equal, and shall have PLC control unit complete with built-in 24VDC control power transformer or other similar programmable soft starter.

2. The solid-state reduced-voltage starter shall be UL and CSA listed.
3. The solid-state reduced-voltage starter shall be an integrated unit with power SCRs, logic board, paralleling bypass contactor, and electronic overload relay enclosed in a single molded housing. The SCR-based power section shall consist of six (6) back-to-back SCRs and shall be rated for a minimum peak inverse voltage rating of 1500 volts PIV.
4. Units using triacs or SCR/diode combinations shall not be acceptable.
5. Resistor/capacitor snubber networks shall be used to prevent false firing of SCRs due to dV/dT effects.
6. The logic board shall be mounted for ease of testing, service and replacement. It shall have quick disconnect plug-in connectors for current transformer inputs, line and load voltage inputs and SCR gate firing output circuits.
7. The paralleling run bypass contactor shall energize when the motor reaches 90 of full speed and close/open under one (1) times motor current.
8. The paralleling run bypass contactor shall utilize an intelligent coil controller to limit contact bounce and optimize coil voltage during varying system conditions.
9. The coil shall have a five-year warranty.
10. Starter shall be provided with electronic overload protection as standard and shall be based on inverse time-current algorithm. Overload protection shall be capable of being disabled during ramp start for long acceleration loads via a DIP switch setting on the device keypad.
11. Overload protection shall be adjusted via the device keypad and shall have a motor full load ampere adjustment from 30 to 100% of the maximum continuous ampere rating of the starter.
12. Starter shall have selectable overload class setting of 5, 10, 20 or 30 via a DIP switch setting on the device keypad. Starter shall be capable of either an electronic or mechanical reset after a fault. Units using bimetal overload relays are not acceptable. Over-temperature protection (on heat sink) shall be standard.
13. Starters shall provide protection against improper line-side phase rotation as standard. Starter will shut down if a line-side phase rotation other than A-B-C exists. This feature shall be disableable via a switch on the device keypad.
14. Starters shall provide protection against a phase loss or unbalance condition as standard. Starter will shut down if a 50% current differential between any two phases is encountered. This feature shall be disableable by a switch on the device keypad.
15. Start shall provide protection against a motor stall or jam condition as a standard feature. Starter shall be provided with a Form C normally open (NO), normally closed (NC) contact that shall change state when a fault condition exists. Contacts

shall be rated 60 VA (resistive load) and 20 VA (inductive load). In addition, a display on the device keypad shall indicate type of fault (Overtemperature, Phase Loss, Jam, Stall, Phase Reversal and Overload).

16. The following control function adjustments on the device keypad are required:
  - a. Selectable Torque Ramp Start or Current Limit Start.
  - b. Adjustable Kick Start Time: 0-2 seconds.
  - c. Adjustable Kick Start Torque: 0-85%.
  - d. Adjustable Ramp Start Time: 0.5-180 seconds.
  - e. Adjustable Initial Starting Ramp Torque: 0-85%.
  - f. Adjustable Smooth Stop Ramp Time: 0-60 seconds.
  - g. Units enclosed in motor control centers shall be of the same manufacturer as that of the circuit breaker and motor control center for coordination and design issues.
  - h. Maximum continuous operation shall be at 115% of continuous ampere rating.
17. Each starter shall be equipped with MOV surge protection on the line side of motor starter.
  - a. Cutler Hammer model EMS39 or equal.
  - b. Coordinate short circuit rating of starters with Utility and plan check requirements.
18. Factory testing. Standard factory tests shall be performed on the equipment provided under this section.
  - a. All tests shall be in accordance with the latest version of UL and NEMA standards.
  - b. The manufacturer shall provide three (3) certified copies of factory test reports.

D. Transient Voltage Surge Suppression.

1. General. Furnish a surge suppression device or devices (SPD) to protect equipment serving the CNG skid and control system. SPD shall be listed in accordance with UL 1449, Second Edition, to include Section 37.3 - highest fault current category. SPD shall be listed under UL 1283.
2. SPD shall provide surge current diversion paths for all modes of protection; L-N, L-G, N-G in WYE systems, and L-L, L-G in DELTA systems.
3. SPD shall meet or exceed the following criteria:
  - a. Minimum surge current capability (single pulse rated) per phase shall be 80kA per phase
  - b. UL 1449 Listed Suppression Voltage Ratings for distribution shall not exceed the following:

VOLTAGE (MCOV)	L-N	L-G	N-G	Max.	Continuous	Overtoltage
208Y/120V	330V	330V	330V	150V		
480Y/277V	700V	700V	600V	320V		

4. SPD shall have a minimum EMI/RFI filtering of –50dB at 100kHz with an insertion ratio of 50:1 using MIL-STD-220A methodology.

E. Appurtenances.

1. Provide single-phase transformer for controls and lighting and other single-phase loads directly associated with the compressor system.

## 2.16 CONTROL-GAS SYSTEM

- A. General. Except as stated otherwise, any valves in the CNG system that require compressed gas to power the actuators shall be equipped with valve actuators that can operate using 90-PSIG compressed methane. Regulators and actuators shall be listed for methane/natural gas service. Provide local CNG regulator rated for 5000 PSI primary and 90 PSI secondary and include ball valve upstream and P.I. downstream of each regulator.
- B. Line Size and Type. Provide 1/2" SS tubing and route to station-site valve, valve panel and compressor skid as required. Support and protect lines as needed to protect from contact. CG lines shall be rated for and tested to 200 PSIG.

## 2.17 EMERGENCY SHUTDOWN SYSTEM

- A. An emergency shutdown system shall be provided that, when activated, shall interrupt or turn off the power supply to both the existing and replacement compressor motors, shut off the inlet natural gas supply valve to the compressors and shutoff the electrical power and the discharge of CNG to the dispensers. The ESD system shall be controlled in the control panel, common to all compressors, be on a normally closed circuit and shall be expandable for connection to the existing ESD circuit at the facility. Buttons shall be push-in mushroom-head type and appropriately rated as required by location.
- B. Specification.
  1. Circuit. ESD shall be 120VAC normally closed serial-type circuit, so that the opening (activation) of any ESD switch shall cause an ESD fault. Control panel shall require manual reset from ESD activation.
  2. Buttons. ESD buttons shall be red mushroom-headed press-to-open type and must be pulled out to reset. Button shall have a protective fence flush with its face in order to minimize accidental pressing. Buttons shall be rated for class-1 division-2 service if located within a hazardous area.
  3. Locations. Install one ESD button on fuel-management terminal, one on exterior wall of CNG-equipment compound, and as otherwise shown on the plans.

## 2.18 ACCESSORIES AND APPURTENANCES

- A. Safety Signs. Contractor shall provide a complete safety sign package per NFPA 52 requirements needed for the new equipment. Signs shall be fabricated from metal and

all materials and finished surfaces shall be listed for outdoor use and shall be UV resistant.

- B. Fire Extinguishers. Provide (1) 4A:60BC fire extinguisher co-located at each new ESD button location.
- C. Spare Conduits. Provide spare buried conduits in common trenches as listed below. Conduit shall be 1" sch 40 PVC UG. Conduit risers shall terminate 4"-6" AFF and shall be constructed of PVC-coated RGS and shall include a treaded galvanized-steel cap. Provide pull strings.
  - 1. Between CNG SWBD and main SWBD.
  - 2. Between CNG compressor control panel and the CNG SWBD.
  - 3. Between genset ATS and compressor skid.
- D. Protection. See article 3.04.A for requirements for protection of equipment.
- E. Load Bank. See electrical drawings.

## 2.19 CATHODIC PROTECTION SYSTEM

- A. General. Provide sacrificial-type cathodic protection system for all steel piping that is directly buried. Provide magnesium anodes with test stations as required. System shall be designed by a professional or firm that is experienced in the design of cathodic-protection systems, and as approved by the Owner. If SS lines are routed underground in continuous polyethylene sleeves that are rated for burial, CP system is not required.
- B. Test Stations. Stations shall be contained in pre-cast hand holes or boxes set at grade, and lids shall be marked with 'CP'. Test terminals shall be labeled.
- C. Insulation. Transition of buried pipe to above-grade pipe shall include insulating kits at first available flange.

## 2.20 VENTILATION AT FUELING CANOPY

- A. General. Provide (2) passive mechanical ventilators on roof of existing CNG-equipment canopy, above each of two bus-fueling positions (four total ventilators). Provide flashing and sealant at and otherwise repair roof penetrations as needed to be rain tight.
- B. Requirements. Ventilators shall have throat dimensions of 18" x 36" and be aligned over the center of their respective service lanes, with exact locations along lane length to be coordinated with the Owner. Provide roof flashing and roof mastic as needed to make penetrations in roof rain tight.
- C. Manufacturers. Provide Loren Cook model TRE-18X36X3TIER or approved equal.

## 2.21 LOAD BANK SYSTEM

- A. General. Provide complete load-back system and retrofit at existing natural gas-fueled generator at SVT CNG station. Include breakers, accessories, wiring and installation

as needed for a complete load-bank system, assuming the generator is existing and functional. Load bank and accessories shall be compatible with existing Onan generator.

B. Load Bank Unit. Provide an ASCO 4100 series 50KW 3-phase 480V free-standing resistive load bank with local controller and load dump.

C. CB Kit. Provide Cummins-Onan # 0300-1982 circuit breaker enclosure kit.

D. CB Lead Kit. Provide Cummins-Onan # 0300-3991-01 circuit breaker lead kit.

E. Circuit Breaker. Provide Cummins-Onan # 0320-2346-09 circuit breaker. Frame size 150, 80A 3 pole.

### 3 - EXECUTION

#### 3.01 GENERAL

- A. Execution is described in the respective Product description of this section, except as otherwise described within article 3 of this section.
- B. All components and equipment shall be installed according to the respective manufacturers' instructions and recommendations. Industry-standard practices shall apply if no manufacturer instructions exist.
- D. Contractor shall coordinate location and timing of all excavation and open trench work that may affect the normal movement of vehicles and personnel on the job site. Contractor shall also provide trench plates as required for the traffic they may be exposed to until trenches are repaired to match surrounding grade.
- E. Contractor shall install all equipment, as listed herein and on project drawing D-501. This shall include the following work:
  - 1. Facilitate and coordinate shipping, receive and offload equipment at the project site, including inspecting the equipment with the Owner at time of delivery and documenting its condition.
  - 2. Set, anchor, wire, plumb, pipe, terminate and make all mechanical and electrical systems ready to initialize, as directed by the written instructions of the manufactures of all equipment.
  - 3. Facilitate and coordinate the field-startup services of equipment manufacturers for all equipment that is provided by the Owner and the Contractor, though the field labor and travel expenses for the startup services of Owner-provided equipment will be paid by the Owner.

#### 3.02 WORKMANSHIP

- A. Labor shall be performed by mechanics skilled in their particular trade. Pipe and equipment shall be installed square and plumb accessible for proper operation and service. Installation shall be consistent with completeness and appearance whether concealed or exposed.
- B. Seals and Sealants. Seals and sealants that are exposed to natural gas or CNG shall be compatible with natural gas as well as the PAG-type compressor-lube oil as applicable.

### 3.03 SAWCUT AND REPAIR

- A. Demolition. All concrete and AC pavement that is excavated shall be saw cut in neat and straight lines. No saw overcuts will be allowed.
- B. AC Pavement Repairs. Repairs, including for trench work, shall be made to match pre-demolition conditions, including thickness and approximate color. Apply new pavement over 6-inch Class II aggregate base, 95% compacted.
- C. Concrete Repairs. Repairs, including for trench work, shall be made to match pre-demolition conditions, including thickness and approximate color. Contractor shall install No. 5, 18" long smooth steel dowels at 18-inches on center, epoxy embedded in concrete pavement slab using epoxy compound. Replacement concrete pavement section shall be 8-inch PCC, 3000 PSI mix design, but no special inspection required, with #4 rebar at 18-inch on-center, each way over 6-inch Class II aggregate base, 95% compacted

### 3.04 PROTECTION OF EQUIPMENT

- A. General. CNG compression, storage and dispensing equipment shall be protected against vehicular impact. The CNG equipment compound and dispensers shall be protected by steel fence, CMU wall, concrete-filled pipe bollards as located on the drawings, or by means otherwise required by the AHJ's.
- B. Fence and Gates. Provide 6' tall chain-link fence with (1) 4' swing gate and (1) 10' rolling gate around upgrade CNG equipment compound. Gates shall be lockable. Abut and secure new fence to existing fence around ~~LCNG~~CNG compound. Match height, topping and style of existing fencing and provide posts at max. spacing of 10' O.C., set into 12" dia. x 24" deep concrete footers.
- C. Bollards. Pipe bollards shall be located per plans and be set plumb then filled with concrete and painted safety yellow and have a finished ht. of at least 3'-6" AFF.
  - 1. Fixed bollards shall be constructed from 6'-6" long x 6" diameter sch 40 CS pipe that is set into a poured concrete footer measuring 36" deep x 18" diameter.
  - 2. Removable bollards shall be constructed from 6'-6" long x 6" diameter sch 40 CS pipe that is placed into an 8" dia. sch 40 pipe sleeve. Provide steel lifting D-rings welded to top of two sides of removable bollards. Sleeves shall be 3' long and set flush with grade, and be set into a poured concrete footers measuring 36" deep x 18" diameter. Provide removable bollards along west side of compressor skid and aligned with 10' rolling gate.

### 3.05 PIPING AND APPURTENANCES

- A. General. Seamless stainless steel tubing, stainless steel pipe, or seamless carbon steel pipe shall be used to conduct CNG. Piping between the valve panel and each time fill CNG post shall consist of a stainless steel tubing manifold per drawings. Piping between the valve panel and fast fill dispensers shall be per drawings.
  - 1. Service Pressure. Piping, tubing and appurtenances downstream of compressor discharge shall have a manufacturer-rated working pressure of 5,000 PSI, in accordance with ANSI B31.3, *Process Piping*.
  - 2. Shipping. While in transit, all hose and flexible metal hose and tubing, including their connections, shall be protected from wear or injury and shall be capped.
  - 3. Markings. Hose, metallic hose, flexible metal hose and tubing shall be distinctly marked either by the manufacturer's permanently attached tag or by distinct markings every 5 feet indicating the manufacturer's name or trademark, material grade, service and working pressure.
  - 4. Dissimilar Metals. Connections between dissimilar metals shall include dielectric insulation. This includes piping and other metallic connections.
  - 5. Blowdown Tees. Within specified equipment, piping and high-pressure tubing systems and sections shall be equipped with blocking ball valves and blowdown tees or needle valves to facilitate equipment maintenance. Blowdown valves shall discharge in a manner that directs the discharging gas safely away from the person using the blowdown valve. Discharge lines on blowdown valves shall be equipped with threaded end caps to seal the line in normal service, so as to prevent accidental line depressurization and gas release. Block valves and blowdown tees shall be provided at all filter locations for safe depressurization of filter housings.
- B. Pipe Routing. All gas, CNG and control-air piping inside the CNG-equipment compound shall be located and routed aboveground, unless shown as dashed piping on the plan drawings. Piping may be installed below grade, if it is installed in a pre-cast concrete pipe trench that is covered and rated for traffic and loads to which it may be exposed. Piping shall be ganged on common runs, racks and carriers where appropriate and shall be insulated against cathodic action and contact with dissimilar metals. Piping and tubing outside of the compound shall be routed underground.
- C. Piping.
  - 1. Pipe Specification. Pipe containing flammable material shall be seamless carbon steel manufactured in accordance with ASTM A-106 Grade B. All pipe, fittings and other piping components shall be suitable for the full range of pressures, temperatures and loadings to which they may be subjected with a factor of safety of at least four (4). Any material used, including gaskets and packing, shall be compatible with natural gas and its service conditions.
  - 2. Connections.

- a. Small Pipe Connections. For 2-inch or under nominal pipe size with maximum operation pressure greater than 15 PSIG, the connections shall be socket welded in accordance with ASME/ANSI B31.3, except that twenty five (25) percent random dye-penetrant examination and one hundred (100) percent visual examination is required. Each weld shall be de-scaled and internally cleaned from any welding slag. Documentation of examination shall be transmitted to the Owner within 5 working days of examination. One hundred (100) percent of pipe welds made outside of the CNG-equipment area shall be inspected via dye-penetrant examination.
- b. Large Pipe Connections. For over 2-inch nominal pipe size with maximum operation pressure greater than 15 PSIG, the connections shall be butt welded in accordance with ASME/ANSI B31.3 except that twenty five (25) percent random radiographic x-ray examination and one hundred (100) percent visual examination is required. Each weld shall be de-scaled and internally cleaned from any welding slag. Documentation of examination shall be transmitted to the Owner within 5 working days of examination.
- c. Flange Joint. Flanges shall be in accordance with ANSI B16.5. Weldneck raised face flanges shall be used unless specified otherwise. Ring-type joints or spiral-wound metallic gaskets with centering ring shall be employed for ANSI class 900 flanges or higher.
- d. Sealing. Threaded pipe joints shall be seal welded. However, seal welding is not required on instruments or where disassembly is required for maintenance.
- e. Pre-start Pipe Cleaning. All piping sections between packaged components that include piping or tubing shall be blown clean prior to connection to equipment. Blow out shall be achieved by closing the downstream end of pipeline with a 5,000 PSI-rated ball valve, connecting a minimum 1,650 PSI-source pressure vessel to the upstream end of the pipeline, opening supply valve at source so that minimum 750 PSI accumulates in pipeline, then opening outlet ball valve to atmosphere. Procedure shall be repeated until no solid or particulate matter is discharged from the pipeline.
  - 1) Personnel opening and closing ball valve at downstream end shall take care to keep clear of the discharge path of the blowout, and shall wear eye and ear protection during procedure.
  - 2) Direction of blowout flow shall be performed in both directions if possible.
  - 3) Contractor shall take care to clear area at pipeline discharge to prevent property damage or injury during procedure.
- f. Startup Filtration. 'Witch's hat' or similar strainer devices shall be installed where practical at termination of such piping sections prior to system startup and shall be checked, cleaned and replaced by the Contractor as required until all residual pipe debris has been removed.

3. Pipe Fabrication. All internal pipe surfaces of piping between components shall be cleaned over its entire length, removing dirt, debris and loose corrosion products before pipe is lined up for welding. The open ends of all strings of pipe shall be kept securely closed to prevent the entrance of dirt, debris, water or animals into the pipe.
4. Field-applied Paint. All aboveground carbon steel pipe, pipe supports and pipe bollards shall be painted using a suitable industrial maintenance coating, including exterior grade, and resistance to UV. Surface preparation and selection and application of zinc-oxide primer and enamel finish coat shall conform to the paint manufacturer's written instructions.

D. High-Pressure Tubing.

1. Tubing Specification. Gas tubing shall be stainless steel ASTM A-213 or ASME SA213 cold drawn, bright annealed seamless tubing. Tube material shall be Type 316 stainless steel.
2. Installation of Tubing and Tube Fittings. Swagelok, Parker A-Lok, or Hoke tube fittings shall be used. Contractor shall use tube fittings from a single manufacturer throughout a prepackaged component, so as to simplify use and consistency of appropriate repair parts. Type 316 stainless steel fittings shall be used with stainless steel tubing smaller than  $\frac{3}{4}$ ", and Zinc coated carbon steel Parker seal 1010c will be used for fittings  $\frac{3}{4}$ " and larger. Manufacturers' personnel who install tubing and tube fittings shall be trained and certified by the fitting manufacturer for such activity, and proof shall be provided. Tubing shall be installed neatly and in a workman-like manner as per manufacturer's design and recommendation. All tubing shall be properly anchored, supported or pitched and shall be protected from impact. As CNG tubing dilates and contracts in response to its wide range of operating pressures, Parker ParKlamp assemblies, or approved similar resilient anchors, shall be used to support gas tubing. Parker Seal-lok fittings shall be used for tube fittings for tubing  $\frac{3}{4}$ " or larger.
3. Valve Clearance. All valves shall be accessible for easy operation and maintenance.

E. Instrument Piping. Provisions shall be made in installation of piping and tubing to accommodate field servicing and calibration of instruments.

F. Valves.

1. General. All valve bodies shall be permanently marked by the manufacturer with their service pressure ratings, suitable submittal for specific valves is required if not marked by the manufacture.
2. Shut-off Valve. A full-port manual ball valve shall be installed immediately downstream from the connection to each compressor-discharge line and the skid outlet line, to facilitate servicing.
3. Compressor Discharge Check Valve. A backflow preventer (check valve) shall be provided at each high-pressure outlet, in order to prevent backflow into the compressors from ancillary equipment. Backflow preventers shall be suitable for use at the maximum pressure to which they are subjected. Each compressor

discharge line shall be provides with a check valve and a manual ball valve, which can be either inside or outside of the skid.

4. Pressure Relief Valves. Pressure relief valves installed to protect each isolated piping system shall have sufficient capacity and shall be set to open at a pressure not exceeding 125% of system MAWP or the pressure which produces a hoop stress of 75% of specified minimum yield strength, whichever is lower. Pressure relief valve (PRV) shall be of the following type, or equal: Anderson Greenwood or Mercer type constructed of either stainless steel or carbon steel, having an orifice size appropriate for the pressure and volume/rate that it is protecting.
5. Stamping. All relief valves shall be ASME rated and stamped with their set pressure and date of setting by manufacturer. Date stamp shall be less than 12 months from date of delivery to site.
6. Control. There shall be no shutoff means in the discharge line of a pressure-limiting device or between the relief valve and the pressure source that it controls.
7. Relief Valve Venting. Each relief valve shall be connected to a vent pipe constructed of schedule 80 carbon steel pipe with primed and epoxy coating, or approved equal coating. The vent pipe shall vent released gas at an elevation 10 feet above grade or another approved, safe location and shall be properly anchored and supported against anticipated vent force. Escaping gas shall not impinge on a vessel, valves or fittings. Except for safety valves that are integral with service valves, relief-valve vent pipes on tanks shall be installed in a vertical position and shall be fitted weep holes at the low point of the pipe.
8. Relief Valve Vents. Each vent pipes shall be capped with rain caps as a means of preventing the entry of water and debris.
9. Prohibited Pressure Relief Devices. Fusible plugs and/or rupture plugs are prohibited for primary relief devices.
10. Actuated Valves. All valves requiring automatic actuation shall be ball type with port sizes not smaller than the largest line connection. Actuators shall be pneumatic, and matched to valve, subject to Owner approval. Solenoid valves or actuation by regulated gas or electric operators are prohibited unless specifically approved by the Owner during facility design and submittal review.

### 3.06 LABELING

- A. Major Equipment. The manufacturer shall provide a stainless steel, etched aluminum, or brass nameplate on each major item of equipment. The nameplate shall be mechanically affixed and shall be embossed with the manufacturer's name, address, model number, serial number, pressure rating and flow capacity.
- B. Valves. The Contractor shall provide a uniform brass, etched aluminum, or stainless steel embossed nameplate on or adjacent to valves located as listed below. The nameplate shall be mechanically affixed.
  1. All dryer valves.
  2. Gas and CNG connections at the exterior perimeter of the compressor skid.
  3. CNG valves and connections at the valve panel.
  4. CNG connections at the dispenser.

### 3.07 FIELD-STARTUP SERVICES

- A. General. Contractor shall provide field-startup services from manufacturers' authorized representatives and vendors, including on-site assistance as required for the following equipment:
1. Compressor skid, including control panel, MCCs and remote-communication panel.
  2. Gas dryer.
  3. Dispenser.
  4. Valve panel.
  5. Storage vessels.
  6. Control of existing time-fill system.
  7. Defueling hose.
  8. New electrical service and distribution.
  9. Lighting upgrades.
  10. Load bank at backup generator and MTS.
  11. Fuel-management terminal and cloud-based software.
- B. Joint Vendor Meetings. Contractor shall facilitate joint, on-site meeting(s) consisting of technicians from the Contractor, Contractor's electrical subcontractor, Contractor's mechanical-piping subcontractor, CNG-skid manufacturer, dryer manufacturer, valve-panel manufacturer, dispenser manufacturer, and fuel-management vendor. First joint meeting shall be conducted upon completion of all mechanical connections, final terminations and energizing of all systems listed herein, for the purpose of coordinating debugging activities. Contractor shall facilitate as many such joint meetings as may be required to achieve final acceptance and test compliance as described under article 1.10 and article 3.06.

### 3.08 ADJUSTING, BALANCING AND TESTING

- A. After completion of the installation, start, regulate, adjust and test all equipment and devices. Testing will be performed by the installing contractor under a separate contract, or by the Owner. Any failure will be the responsibility of the Contractor under this procurement to remedy, if the fault is verified to be related to the equipment and not the installation.
- B. Functional Tests.
1. Leak tests of high-pressure CNG piping sections, systems and appurtenances shall be performed by maintaining a nitrogen charge of 110 percent of its respective working pressure for a duration of 30 minutes with charge source disconnected. The tests shall use a gauge that is scaled to between 110 percent and 200 percent of the test pressure. Piping and tubing shall also be subject to soap-bubble testing. Alternate hydro-pressure test may be performed, based on approval of method by the Owner and AHJs.
  2. Functional Testing. At minimum, successful completion of the following functional tests shall be required.
    - a. ESD / emergency shutdown at all button/station locations, including required valve closures.
    - b. Low suction pressure, each skid (close skid-supply ball valves).

- c. Temperature-compensated dispenser fill for each dispenser, including correct dispenser start on button, auto-stop on fill completion, and verify 'settled' fill pressure vs. ambient temperature two hours following fills. Must be within 4% of design-fill pressure, temperature compensated to 70°F.
  - d. Correct operation of fuel-management system at each dispenser, including authorization of transaction, energizing of dispenser, and recording of transaction data (fill volume, time/date stamp, event ID, and pump number).
  - e. Manual initiation of dryer regeneration.
  - f. Correct annunciation on controller / PLC shall be required for all test events, as appropriate.
  - g. Observe compressor operation, including stage pressures and temperatures, and verifying function of controller, including triggering selected faults, such as high interstage temperature.
- C. Reliability Test. Reliability test shall consist of fueling under normal-use conditions for 4 consecutive work days. System shall have no failures of compressor operation, dryer operation, normal dispenser operation, or operation of the fuel-management system during the test period. If any failure occurs, the test shall be repeated in its entirety. Final acceptance of the facility shall only be declared upon successful completion of the test. Contractor shall be responsible for all onsite coordination of troubleshooting and coordination of suppliers and trades during test.
1. Failure is defined as the occurrence of any of the following:
    - a. Inability of the CNG system to dispense CNG at the pressures and rate specified, including accounting for temperature compensation at settled conditions.
    - b. Failure of the dryer to provide dried gas or not be able to auto switch or regenerate as applicable.
    - c. Failure of a compressor to start and run within factory-listed operating pressures and temperatures.
    - d. Failure of the controller/PLC, valve panel, fuel-management system and/or dispensers to operate as specified.
    - e. Presence of an audible or visible gas or CNG leak.
    - f. Occurrence of an auto-fault shutdown of either or both CNG compressors, except those caused by ESD-button activation, gas-detection system outside of skids, variations in gas supply pressure, or damage to the facility beyond the Contractor's control.
  3. Contractor may take equipment offline for scheduled maintenance during the test period, provided maintenance is consistent with manufacturer's recommendations, and does not impinge on Owner's ability to fuel vehicles during the normal daily fueling window between 7:00AM and 6:00PM. Simi Valley Transit to confirm fueling window hours. Contractor shall be responsible for maintenance through successful completion of test, including provision of consumables.
  2. Corrective work conducted by the Contractor and all subcontractors and suppliers preceding and during the performance test shall be documented at the time of the repair by the technician performing the repair. If the technician suspects a cause of fault that is beyond the scope of his respective firm or responsibility, technician shall notify Owner immediately and shall not implement repairs until condition of failure has been documented and the other firm(s) have been notified and been

provided documentation of the condition. Owner shall not pay Contractor for any work or repair that is implemented during testing above of the contract amount, unless the work or condition is beyond the control of the Contractor, the Contractor's subcontractors, or the Contractor's suppliers. Contractor shall notify Owner in writing of intent to perform any work that the Contractor deems to be outside of the contract scope, prior to performance of any such work.

### 3.09 OPERATION AND MAINTENANCE DATA AND TRAINING

A. Maintenance Manuals: Organize maintenance and operating manual information into suitable sets of manageable size, and bind into individual binders, properly identified and indexed (thumb-tabbed). Examples: Dryer, CNG compressors, compressor drivers, CNG dispensers, etc. Include emergency instructions, safety procedures, spare parts listings, warranties, guarantee, wiring diagrams, recommended maintenance intervals, inspection procedures, shop drawings, product data, and similar applicable information. Use a standard method for highlighting safety procedures. Bind each manual of each set in a heavy-duty 2-inch, three ring vinyl-covered binder and include pocket folders for folded sheet information. Mark identification on both the front and spine of each binder, including "Volume ## of ##" information.

#### 1. Data:

- a. Manuals shall cover the CNG facility as a complete system.
- b. Include instructions by manufacturer's representatives where installers are not expert in the required procedures.
  - 1) Review of maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning, and similar procedures and facilities for operational equipment to demonstrate start-up, shut-down, emergency adjustments, and similar operations.
  - 2) Review of maintenance and operations in relation to applicable guarantees, warranties, agreements to maintain bonds, and similar continuing commitments.

#### 2. Format & Delivery.

- a. Supply three (3) complete printed copies of all manuals for approval with the commencement of the delivery of the equipment to the site.
- b. Supply (3) electronic versions of the manual on USB thumb drive. PDF version shall be identical to that of the printed versions. All PDF content shall be unified into a common PDF file, be text searchable and shall be organized the same as that of the printed version.

B. CNG Fueling Operation and Maintenance Training.

#### 1. General:

- a. At least 30 days prior to scheduled date for commencement of training, submit training syllabus with time allotments per topic and instructional materials to the Owner for review and approval. Upon review of syllabus, Owner may require additional time be allotted to certain training topics.

- b. Where specified, develop and conduct a program to train selected Owner personnel in the safe operating procedures, and maintenance of equipment and systems furnished during the hours required by the Owner. Also include in the training program key hazards and their protectors, and corrective actions for violation of safety rules.
  - c. Furnish instructors, instructional materials and audio-visual aids and equipment.
  - d. Begin instruction upon successful completion of Testing as specified in this Section, or as otherwise approved in writing by the Owner.
2. Program content. At a minimum, instruction will include material covered in the operation and maintenance manuals. Organize the training content so that it is directed to A) vehicle fuelers, and B) facility-maintenance personnel. Include at least the following content where appropriate.
- a. Theory of operation of CNG system.
  - b. Practical aspects of operation.
  - c. Description of system, equipment and components.
  - d. Functional characteristics of system, equipment and components.
  - e. Emergency operating procedures.
  - f. Maintenance procedures.
  - g. Servicing intervals and schedules.
  - h. Diagnosis and problem solving (troubleshooting).
  - i. Repair.
  - j. All segments characterizing CNG equipment.
  - k. Instruction manual will contain measurable training objectives.
  - l. Hazards relative to CNG Facility operations.
  - m. Conduct preventive maintenance checks and services.
  - n. Perform general and location Emergency Response.
  - o. Perform personal precautions in Emergency Situations such as Fires, Leaks or Spills.
  - p. Perform corrective actions to respond to Emergency Situations such as Fires, Leaks or Spills.
  - q. Operations and Safety personnel will perform CNG Shop Operations such as Prepare Maintenance Request; Maintain Records for Hazard of CNG Operations.
  - r. Perform CNG vehicle fueling.
  - s. Operation, reading, interpretation and resetting of control panel.
- C. Special tools or equipment.
1. Contractor will supply special tools or equipment.
- a. The special equipment or tools are defined as, other than those nominally found in a mechanic's toolbox, necessary for the general upkeep, maintenance and overhaul of the equipment or products contained in equipment and components delivered under this contract.
  - b. A list of special tools or equipment will be provided to Owner. The list must be submitted for approval no later than 60 days after awarding contract.
  - c. Any tools not found in the catalogue or over-the-counter of a local supply company is considered a specialty tool or equipment.

D. Duration.

1. Training for maintenance, facility operation and troubleshooting shall be 16 total hours.
  - a. Provide initial 8-12 hours within 5 days of startup of the CNG system.
  - b. Provide the remaining 4-8 hours of follow-up training within 3 weeks of completion of the initial training sessions.
2. Actual durations for each type of training may be reduced at the discretion of the Owner.

E. Emergency response training.

1. In addition to Maintenance training, the Contractor shall provide emergency response training and facility familiarization to Simi Valley (Ventura County) Fire Department personnel as related to faults that may occur during operation of the CNG system and during the fueling of CNG-fueled vehicles at all dispensers. Contractor shall provide up to two sessions lasting 45 minutes each, and shall include familiarization of overall facility layout and function, location of service disconnects for gas and electrical connections, demonstration of ESD function and address questions from FD relating to proper response procedures.

4 – MEASUREMENT AND PAYMENT

No separate payment will be made for work performed for compliance with the requirements in this Section, "CNG Fueling Equipment."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefor.

END OF SECTION

# **APPENDIX E**

## Response to Bid Questions

**RESPONSE TO BID QUESTIONS**

Question 1. Why are there two callouts for 5.1 on sheet M-101?

Response: One is in error. Item 5.1 (existing starter-controller for skid A) is the i south-most of the two existing motor-starter panels.

Question 2. Is Note 15, on Sheet M-601 valid?

Response: No. Omit note 15 on sheet M-601.

Question 3: Will the Fuel Management Terminal, FM-2500, use credit cards or will it use cloud-based remote software for billing?

Response: Provide and configure Syntec FuelMaster cloud-based monitoring software package. Also provide ability or terminal to read fleet-user cards. The terminal is not required to read or clear transactions using third-party credit cards.

Question 4: Will the conductors and conduit from the utility transformer to the main switchboard need to be replaced?

Response: Assume that the conduits will be preserved and that the conductors will be replaced (2) 3/0 conductors per phase + possible neutral, though utility may require different conductor sizes. If the conduits also need to be replaced, this will be addressed as a negotiated change order. All work that modifies or otherwise impacts the utility transformer, transformer secondary wiring and the service entrance shall be performed in compliance with standards and details as required by Southern California Edison.

Question 5: What is the model number of the emergency generator or what are the specifications for the emergency generator's load bank?

Response: Provide ASCO 4100 series load bank rated at 50 kW, 3-phase 480V. See specification manual for additional specifications and required accessories.