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COMMISSION

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November 2, 2012

Invitation For Bids
Letter of Invitation

Hub Signage Program Phase IV: Purchase, Fabrication, Installation

Dear Contractor:

The Metropolitan Transportation Commission (MTC) invites your firm to respond to this Invitation for Bids (IFB) that is intended to select a contractor to:

1. Purchase and install real-time transit information displays at eight (8) regional transit hubs: Fairfield Transportation Center, Great America Station, Mountain View Caltrain Station, Palo Alto Caltrain Station, San Francisco 4th and King Caltrain Station, San Jose Diridon Caltrain Station, San Jose International Airport and Vallejo Bus and Ferry Terminal (see *Appendix I*, Transit Hub Map for transit hub locations);
2. Fabricate, purchase and install transit information displays (TIDs) at two (2) of the eight (8) regional transit hubs: San Jose International Airport and Vallejo Bus and Ferry Terminal; and
3. Fabricate, purchase and install wayfinding signage at one (1) of the eight (8) regional transit hubs: Vallejo Bus and Ferry Terminal.

MTC is a regional transportation planning agency established pursuant to California Government Code § 66500 et seq. Offices are in the Joseph P. Bort MetroCenter, a condominium office building owned by three public agencies and located at 101 Eighth Street, Oakland, CA.

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions, Specifications, Project Documents, Bid and Reference Forms, and all other appendices attached hereto, comprise the Invitation for Bids (IFB) for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

Bid Submission

Interested bidders must submit their bids in sealed envelopes by **4:00 p.m. on Thursday, November 29, 2012**. The submission of a bid will be considered a firm offer to enter into a contract and perform the work described in the bid for a period of one hundred twenty (120) days from bid closing date.

Bids received after that date and time will not be considered. All bid packages must include the following completed documentation, including signatures where requested:

-
- *Appendix B, Bid Form*;
- *Appendix C, Reference Form*;
- *Appendix D-1, Insurance Requirements*;
- Either *Appendix G, Bidder's Bond Single Surety*, or *Appendix G-1, Bidder's Bond Form Multiple Surety*;
- *Appendix H, Labor Certification*; and
- Signed Statement of Warranty (consistent with *Section VIII, Warranty of Appendix A, Specifications*).

Bidders who do not provide all requested documentation risk being found non-responsive.

Any addenda to this IFB that may be issued by MTC will be posted at <http://procurements.mtc.ca.gov/>. It is the bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated therein.

MTC Point of Contact

Bids and all inquiries relating to this IFB should be submitted to the Contract Manager at the address shown below. For telephone inquiries, call (510) 817-5808. E-mail inquiries may be directed to jstagi@mtc.ca.gov.

Jay Stagi, Contract Manager
Metropolitan Transportation Commission
101 Eighth Street, Third Floor
Oakland, CA 94607-4700

Mandatory Bidders' Conference

A Mandatory Bidders' Conference will be held on **Tuesday, November 13, 2012, at 3:30 p.m.**, in the Fishbowl Conference Room, at the MTC offices at 101 Eighth Street in Oakland, CA. Attendance at the Bidders' Conference on the scheduled date is mandatory. Bids will not be accepted from bidders who do not attend the Mandatory Bidders' Conference.

Requests for clarification or exception to IFB provisions must be received no later than **4:00 p.m. on Thursday, November 25, 2012** to guarantee consideration.

Minimum Qualifications

To be eligible to submit a bid, a bidder must:

1. Be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project;
2. Possess a valid Contractor's License issued by the Contractor's State License Board at the time of bid submission. The class of license shall be Class C-45 and/or C-10;

3. Have a minimum of five (5) years experience in the manufacture of architectural signage and a minimum of five (5) years of experience in the manufacture of real-time information systems; and
4. Have a minimum of two (2) projects within the last five (5) years of similar size and scope to the project described herein this IFB.
5. Have a minimum of five (5) years demonstrated experience in outdoor fiber-optic cable installations.

Minimum Qualifications 3, 4, and 5 listed above may be met by the Bidder or Bidder's subcontractor. Bidders will be required to verify these qualifications prior to the award of contract.

Other Qualifications:

In addition to the qualifications and experience of the contractor, the Contractor must be able to:

1. Perform any mutually agreed upon contractual duties as outlined in the Purchase Order (PO) with MTC;
2. Clearly communicate problems, observations and suggestions to the MTC Contract Manager or his designee and the Hub Project Managers (transit agency representatives) on a regular basis as appropriate;
3. Follow agreed-upon written procedures and verbal instructions of the MTC Contract Manager or his designee and the Hub Project Managers (any conflicting direction is to be raised with the MTC Contract Manager for resolution prior to action);
4. Adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, the City of San Francisco, and the Americans with Disabilities Act (ADA);
5. Have access to manufacturing facilities and a sufficient number of qualified employees to guarantee prompt and efficient work to produce the products for this project; and
6. Meet all requirements listed in the General and Special Conditions listed herein this IFB.

Specifications and Schedule

Appendix A and *Appendix A-1* describe the specifications upon which bids in response to this IFB should be based. Section III, *Special Conditions*, of this IFB also contains substantive requirements that must be fully complied with in order to guarantee your responsiveness to this IFB.

The MTC Contract Manager or his designee will be responsible for all contract matters. Each Hub will be assigned at least one designated Hub Project Manager who will oversee day-to-day construction activities at their respective hub(s).

- The Mountain View Caltrain Station, Palo Alto Caltrain Station, and San Jose Diridon Caltrain Station Hubs shall have two Hub Project Managers: a Hub Project Manager representing the Caltrain segment and a VTA Hub Project Manager.
- San Francisco 4th and King Caltrain Station Hub shall have a Caltrain Hub Project Manager for the Caltrain area of the hub, the only portion of the hub to be addressed under this contract.
- Great America Hub shall have a VTA Hub Project Manager for the VTA Lick Mill Station area of that hub, the only portion of the hub to be addressed under this contract.
- San Jose International Airport Hub shall have a VTA Project Manager.
- Vallejo Bus and Ferry Terminal shall have a Project Manager representing the City of Vallejo.
- Fairfield Transportation Center shall have a Project Manager representing the City of Fairfield.

Each Hub Project Manager is only responsible for those signs in areas served by their operations or their area of administration, e.g., the Caltrain Hub Project Manager is responsible for oversight of signage installation within the Caltrain right of way/service area. There is no overlap of areas administered by two Hub Project Managers at any hub. The MTC Contract Manager or his designee is the final arbiter of all decisions. Contact information for the Hub Project Managers is included in *Appendix E, Hub Operator/Owner Permitting, Licensure and Safety Requirements*.

The Contractor selected as a result of this IFB shall begin work upon written notice of award of contract by the MTC Contract Manager. Prototype development for real-time and transit information displays, and wayfinding signs shall commence upon the date of written notice of award of contract and be completed within forty-five (45) calendar days. Upon written notice of the acceptance of prototypes, fabrication and purchase of wayfinding and real-time transit information signs shall commence and be completed within forty-five (45) calendar days. Installation of all signs at all hubs must be complete and accepted by the MTC Contract Manager or his designee by June 30, 2013. The estimated total budget for this contract is five hundred ninety thousand dollars (\$590,000). Please see Contractor Selection below and Section I. *Instructions to Bidders and Bidding Requirements*, Subsection D. *Award of Contract*, Item 4. *Selection of Contractor and Bidder Responsibility*, of this IFB for detailed information on contractor selection.

Payment

For each hub, payment shall be made by MTC on a lump-sum basis at each of two milestones: 1) Upon acceptance by the MTC Contract Manager or his designee of fabrication/purchase of all signage (as confirmed by delivery of approved signs to the project site or location specified by Hub Project Manager); and 2) Upon acceptance by the MTC Contract Manager or his designee of installation of all signage. Payment amount shall be consistent with Contractor's bid as identified in Section I, *Table 1: Summary Price Quotation of Appendix B, Bid Form*.

Contractor Selection

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. Quality and reliability of service are of the highest importance. In order to ensure superior

service, references will be checked, and bidders may be required to provide additional information verifying their experience.

A PO, if awarded, will be to the responsible bidder submitting the lowest responsive bid for all work and materials, as indicated in Section I, *Price Quotation of Appendix B, Bid Form* under the “Total Costs for all 8 Hub Locations” space. Bids shall include all necessary labor, materials, equipment, shipping, tools, machinery, utilities, transportation, license or permit fees, insurance, overhead, profit and all other services necessary to complete furnishing and installing of all signs indicated in *Appendix A-1, Project Documents*, comprised of Technical Specifications and Design Plans, with supporting structures, attachments, framing, sign foundations, electrical, communications and any other items required for a complete and functioning sign. The lowest responsive bidder will be required to provide certification of insurance, and a Performance and Payment bond within ten (10) business days of notice of award. If the lowest responsive bidder cannot provide the required insurance and bond to MTC within ten (10) business days of notice of award, MTC at its sole discretion may deem that bidder non-responsive and award the contract to the next lowest responsive bidder.

Prevailing Wage

The successful bidder will be required to comply with applicable prevailing wage laws. Additionally, notice is hereby given that this project will be subject to monitoring and enforcement by the California Department of Industrial Relations (DIR) with respect to the payment of prevailing wages. (*See Labor Code § 1771.3.*) The successful bidder and subcontractors will be required to submit certified payroll directly to the DIR’s Compliance Monitoring Unit (CMU). Bidders are referred to *Appendix F, General Conditions for Construction Contracts*, for further discussion.

Permits

The successful bidder will be required to obtain and pay for all applicable permits listed in *Appendix E, Hub Operator/Owner Permitting Licensure and Safety Requirements*, for each hub to perform the work. It remains the responsibility of the successful bidder to obtain all permits should there be any additional permitting requirements for the installation of the signs beyond what is listed in *Appendix E, Hub Operator/Owner Permitting Licensure and Safety Requirements*.

Bid Guaranty

Bids must be accompanied by a bid guaranty in the form of a cashier’s check, a certified check, or a bid bond executed by an admitted surety insurer (“Best Guide rating of “A+10” rating or better”) in the amount of 10% of the bid amount, payable to MTC. Such check or bond shall be given as a guaranty that the bidder will, within ten (10) days of being requested to do so by MTC, enter into a contract and provide the required performance and payment bonds. If a bid bond is furnished, it must conform to one of the forms provided with the bid documents. Formats for bid guarantees are included in this IFB as *Appendices G and G-1*.

If the bidder to whom the work has been awarded refuses or fails to accept the purchase order and/or provide the required bonds within the specified time, the check shall be forfeited to MTC

or the principal and surety on the bond shall be liable to MTC for the principal amount thereof in accordance with its terms. Bidder guarantees will be held until the contract has been finally executed, after which all bidders' guarantees except any guarantees which have been forfeited, will be returned to the respective Bidders whose bids they accompany, but in no event will bidders' securities be held by MTC beyond one hundred twenty (120) days from the time set for receiving bids.

Performance and Payment Bonds

The contractor awarded the contract shall be required to furnish a performance bond and a payment bond satisfactory to MTC, within ten (10) days of notice of award. See Section III, Subsection Q, of this IFB for specific provisions relating to the bonding requirements. Full compensation for furnishing the bonds referenced in this paragraph is included in the price bid on *Appendix B, Bid Form*. MTC will make no separate payments for the bonds.

Bidder Selection Timetable*

3:30 PM Tuesday, November 13, 2012	Mandatory Bidder's Conference in the Fishbowl Conference Room at the Joseph P. Bort MetroCenter.
4 PM, Thursday, November 15, 2012	Deadline for requests for clarification or exception.
No later than seven (7) days prior to date IFBs are due	Deadline for protesting IFB specifications
4 PM, Thursday, November 29, 2012	Closing date & time for receipt of bids. Bid opening in the Claremont Conference Room at the Joseph P. Bort MetroCenter.
December 14, 2012	Recommendation of Award to MTC Operations Committee Approval
January 3, 2012	Issuance of Purchase Order, work begins (approximate).

*** All dates are subject to change at MTC's discretion**

General Conditions

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

MTC reserves the right to award a contract or reject all bids.

If a bidder wishes to propose a change to any provision of this IFB, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of proposals listed above. If no such change is requested, the selected bidder will be deemed to accept MTC's PO Terms and Conditions. General Conditions of the MTC PO are included in this IFB as *Appendix D, General Conditions for MTC Purchase Orders*.

A signed MTC PO mailed or delivered to a bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents referenced herein, any deviations from the specifications expressly accepted by MTC, and all terms and conditions of the PO.

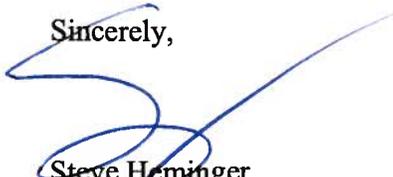
The selected bidder will be required to maintain insurance coverage, during the term of the contract, at the levels described in Section III, *Special Conditions*, Subsection N, *Insurance*, as summarized in *Appendix D-1, Insurance Requirements*. The selected bidder agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Section III, *Special Conditions*, Section N, *Insurance*, as summarized in *Appendix D-1, Insurance Requirements* and bonds as listed in Section III, *Special Conditions*, Subsection Q, *Bonding*, within ten (10) days of MTC's notice to a bidder that it is the successful bidder. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective bidder are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention prior to the closing date for receipt of proposals. If such objections are not brought to MTC's attention consistent with the protest provisions of this IFB, compliance with all material insurance requirements will be assumed.

Authority to Commit MTC

The MTC Contract Manager will recommend a bidder to the MTC Executive Director, who will recommend approval and commitment of funds by the MTC Operations Committee.

MTC appreciates your participation in this bidding process.

Sincerely,



Steve Heminger
Executive Director

SH: JS

INVITATION FOR BIDS

by

METROPOLITAN TRANSPORTATION COMMISSION

FOR

**HUB SIGNAGE PROGRAM PHASE IV:
PURCHASE, FABRICATION, INSTALLATION**

November 2, 2012

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS

A. Directions

This document contains the specifications regarding the work to be done and the schedule (see *Appendix A, Specifications*). All bid packages must include the following completed documentation, including signatures where requested:

- *Appendix B, Bid Form*;
- *Appendix C, Reference Form*;
- *Appendix D-1, Insurance Requirements*;
- Either *Appendix G, Bidder's Bond Single Surety*, or *Appendix G-1, Bidder's Bond Form Multiple Surety*;
- *Appendix H, Labor Certification*; and
- *Signed Statement of Warranty* (consistent with *Section VIII, Warranty of Appendix A, Specifications*).

Bidders who do not complete these appendices risk being found non-responsive. The provisions set forth above specify the standards by which bids will be received and considered by MTC. Bids not complying with these provisions may be considered non-responsive.

B. Definitions

1. MTC: Metropolitan Transportation Commission.
2. Hub Operator/Owners: Caltrain, City of Fairfield, City of Vallejo, and Santa Clara Valley Transportation Authority (VTA).
3. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
4. Contractor: The Bidder to whom a Purchase Order (PO) or contract is mailed or otherwise offered.
5. Bid: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to MTC.
6. Contract: A signed MTC PO (see *Appendix D, General Conditions for MTC Purchase Orders*) mailed or delivered to a particular bidder, shall constitute a binding contract, which incorporates this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by MTC, and all terms and conditions of the PO.
7. Contract Documents: Invitation For Bid, Letter of Invitation - Hub Signage Program Phase IV: Procurement and Installation, dated November 2, 2012; Invitation for Bids, Hub Signage Program Phase IV: Procurement and Installation, dated November 2, 2012, including all Appendices, Attachments, Addenda; any issued Purchase Order or other contract; and other related or referred-to documents, including but not limited to, specifications, exhibits, diagrams, instructions, and drawings.

8. Project Documents: The project's Technical Specifications and Design Plans, as described in *Appendix A-1*, along with any of its attachments, exhibits, diagrams, drawings or other referenced documents.
9. Supplier: The successful Contractor or Bidder to whom a PO is issued.
10. Additive: An additional signage element that, although priced, is not part of the base bid package upon which the Contractor is selected. The MTC Contract Manager shall decide after contract award whether any additives are to be fabricated, purchased and installed.

C. Preparation of Bid

1. General

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid.

2. Bid Price

Bids shall include all necessary labor, materials, equipment, shipping, tools, machinery, utilities, transportation, license or permit fees, insurance, overhead, profit and any and all other services necessary to complete furnishing and installing of all 'base bid' signs indicated in *Appendix A-1*, Project Documents, comprised of Technical Specifications and Design Plans, with supporting structures, attachments, framing, sign foundations, electrical, communications and any other items required for a complete and functioning sign.

If all or any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail. If the Bid contains an arithmetic error in the computation of unit price extensions or in the summation of Item Totals, MTC will correct and revise the total Bid price accordingly.

3. Taxes

The total Bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

4. Irregular Bids

Bids may be rejected if they show irregularities such as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

5. Conditional Bids

No condition included in a Bid shall be binding upon MTC if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by MTC. Conditions included in a bid may render a Bid to be non-responsive.

6. Addenda and Interpretations

MTC is not responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Jay Stagi, Contract Manager, MTC, 101 Eighth Street, Oakland, CA 94607-4700. Any and all such interpretations will be answered in writing. Any addenda to this IFB that may be issued by MTC will be posted at <http://procurements.mtc.ca.gov/>. It is the Bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated therein. All addenda so issued shall become part of the Contract Documents.

7. Brand Names

Any references to brand names or the names of manufacturers and their catalog numbers is only descriptive of the variety and quality of items desired, and is not intended to be restrictive unless specifically indicated otherwise. Bids on items equal to those indicated herein for descriptive purposes will be considered, unless otherwise indicated, provided that a clear and detailed description of the manufacturer and model number of the substitution is given and the manufacturer's specifications are attached to the Bid. MTC reserves the right to determine at its sole discretion whether an item proposed is of equal value, utility or merit to the standards established by the brand name indicated.

8. Deviations

MTC reserves the right to permit deviations from the specifications if an item offered is deemed by MTC to be of as good quality and as satisfactory for its intended use as an item fully meeting specifications. Unless exceptions are noted by Bidder, the item offered will be assumed to be in accordance with specifications indicated.

9. Examination of Plans, Specifications and Sites

Attention is directed to Section III. *Special Conditions*, Subsection J, *Examination of Plan, Specifications and Sites*.

10. Submission

Only Bids submitted on the furnished bid form will be considered. Bids received after the date and time indicated for receipt of Bids will not be considered. Bidders will be solely responsible for the delivery of the Bid to MTC by the time, on the date, and at the location indicated for receipt of Bids.

11. Withdrawal Before Bid Opening

No Bid may be modified; however, a Bid may be withdrawn by written request, signed by the individual who signed the Bid or his authorized representative, and received by MTC prior to the time indicated for receipt of Bid. A new Bid may be submitted, provided the deadline for submissions has not passed.

12. Protest of Specifications

Prospective Bidders may submit written protests of IFB specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date Bids are due. Such protests will be reviewed by MTC and responded to prior to Bid opening. If appropriate, the time of Bid opening will be extended to accommodate any changes in the IFB.

13. Relief of Bidder after Bid Opening

Unless MTC, in its sole discretion, elects otherwise, a Bidder shall not be relieved of his/her Bid nor shall any change be made in his/her Bid because of mistake. If a Bidder requests relief and MTC agrees to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave MTC written notice of the mistake within five (5) days after the opening of Bids, specifying in detail how the mistake occurred;
- (c) The mistake made the Bid materially different than the Bidder intended it to be; and
- (d) The mistake was made in filling out the Bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

D. Award of Contract

1. Bid Opening

Bids will be opened at MTC offices, at the address, on the date, and at the hour indicated herein for the receipt of Bids. Bidders are invited (not required) to be present.

2. Duration of Offer

A signed Bid is deemed to be an offer to enter into a contract for services and is firm for the period of time stated in the Letter of Invitation, unless extended by the Bidder.

3. Discretion of MTC

MTC reserves the right to reject any and all Bids and to waive informalities and minor irregularities in Bids received, other provisions herein notwithstanding.

4. Selection of Contractor and Bidder Responsibility

The award, if an award is made, will be to the responsible Bidder submitting the lowest responsive Bid for all work and materials, as indicated in the "Price Quotation" space on *Appendix B, Bid Form*.

It is the intention of MTC to award a contract to a Bidder who furnishes satisfactory evidence that he/she has met the minimum qualifications, has the requisite experience, ability, sufficient capital, and facilities to enable him/her to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Bidder, MTC will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude, and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work specified in the contract documents.

The lowest responsive Bidder will also be required to provide certification of insurance meeting the MTC and Hub Operator/Owner requirements, performance bond and payment bond within ten (10) business days of notice of award. If the lowest responsive Bidder cannot provide the required insurance and bonds to MTC within ten (10) business days of notice of award, MTC, at its sole option, may deem that Bidder non-responsive and award the contract to the next lowest responsive Bidder.

5. One Bid

If MTC receives only one Bid and that Bid is made on terms differing from those set forth herein, MTC may, at its discretion, accept such terms as responsive.

6. Selection Disputes

A Bidder may protest the selection of a Contractor on the grounds that MTC procedures, the provisions of this IFB, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by submitting to the Contract Manager a written explanation of the basis for protest no later than 4:00 p.m. on the third working day after the date on which the contract is authorized by the MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC review officer.

Should the protesting Bidder wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than 4:00 p.m. on the third working day after receipt of written response from the Executive Director. The Operation Committee's decision will be the final agency decision.

Authorization to award a contract to a Contractor shall be conditioned upon the expiration of the protest period or if a protest is filed, the issuance of a written response to the protest by the Executive Director, or resolution by the Operations Committee, if applicable.

II. GENERAL CONDITIONS

A. Independent Contractor

Contractor is an independent contractor and not an employee or agent of MTC and has no authority to contract or enter into any other agreement in the name of MTC. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Contract.

B. Changes to Purchase Order

Any changes to the Terms and Conditions of a Purchase Order (PO) require a written agreement, including any contract change order (see below), to be signed by the MTC Executive Director or Deputy Executive Director and Contractor. No claim for additional compensation shall be recognized unless contained in a duly executed agreement or change order.

1. Request for Information or Clarification

The Contractor shall submit all Requests for Information or Clarification on the Project Documents in writing to the MTC Contract Manager or designee. All requests for information or clarification will be responded to in writing by the MTC Contract Manager or designee. Contractor shall not perform any work on any item when request for information or clarification on that work is pending a response.

Any work performed by the Contractor before a written response by the MTC Contract Manager or designee to a request submitted by the Contractor shall be at the Contractor's sole risk and no additional compensation will be granted for any construction adjustment or modification as a result of the MTC Contract Manager or designee's response to the request for information or clarification. Contractor shall not be compensated for any work or re-work performed without the MTC Contract Manager or designee's written response to a request for information or clarification.

2. Contract Change Order

Contractor shall submit in writing to the MTC Contract Manager or designee any contract change order that will result in changes to the Project Documents or the work thereunder, before any work related to the requested change is performed. The request shall include the dollar value of any change, any requested change to a method of payment, and/or any adjustment in the contract schedule.

All change orders shall be approved in writing by the MTC Executive Director or Deputy Executive Director, and shall be signed by the Contractor indicating his/her acceptance, before the work is performed. Contractor shall not be compensated for any extra work performed without such advance approval via a written and signed change order.

Changes to the work shall be made by written change orders as described above, except as indicated in General Conditions, at GC-10 for Force Account Work and Force Account Payment. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

C. Termination

1. Termination for Convenience

MTC may, by written notice stating the extent and effective date, terminate its commitment to Contractor for convenience in whole or in part, at any time. MTC shall pay the Contractor as full compensation for performance until such termination: (a) the pro rata price for the delivered and accepted portion of the work; and (b) with respect to the undelivered or unaccepted portion of the contract, a reasonable reimbursement for those costs incurred prior to termination, not otherwise recoverable from other sources by Contractor, provided compensation hereunder shall in no event exceed the total price. In no event shall MTC be liable for any loss of profits on the portion of the contract so terminated.

2. Termination for Default

If Contractor becomes insolvent, assigns or subcontracts the work without MTC approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, MTC may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Contractor, setting forth the manner in which Contractor is in default. If Contractor does not cure the breach or propose a plan and schedule for curing the breach acceptable to MTC within the ten (10) day period, the Contract shall be deemed terminated.

MTC shall pay the Contractor as full compensation for performance until such termination the amount which would be payable under Section II. C.1, above, offset by any costs incurred by MTC to correct and complete work required under the Contract, including the difference between Contractor's price for the contract and any higher price paid to another Contractor retained to complete the work.

If it is determined by MTC that Contractor's failure to perform resulted from unforeseeable causes beyond the control of Contractor, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Contractor, MTC, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

D. Indemnity

Contractor agrees to indemnify, and hold MTC, Hub Operator/Owners, and their commissioners, directors, officers, employees and agents harmless from all claims, demands, suits, losses, damages, injury, and liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Contractor, its officers, agents, employees and subcontractors or any of them, under or in connection with this IFB; Contractor agrees at its own cost expense and risk to defend any and all claims, demands, suits, or other legal proceedings brought or instituted against MTC, Hub Operator/Owners, their commissioners, directors, officers, agents, and employees, or any of them, arising out of such act or omission and to pay and satisfy any resulting judgments.

E. Assignment

The Contractor shall not assign any right, duty or responsibility in this contract without the prior written consent of MTC; provided however, that claims for money due or to become due to the Contractor from MTC under this contract may be assigned without such approval. Notice of any such assignment shall be furnished promptly to MTC, and any such assignment shall be subject to all authorized withholdings in favor of MTC.

F. Choice of Law

All questions pertaining to the validity and interpretation of this Contract shall be determined in accordance with the laws of the State of California.

G. Prohibited Intent

No member, officer or employee of MTC or Hub Operator/Owners during his/her tenure shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

H. Construction Contract Provisions

General Conditions for construction contracts are included in this IFB as *Appendix E*.

I. Cooperation between Contractors

MTC and Hub Operator/Owners reserve the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless MTC and Hub Operator/Owners from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

J. Conflict in IFB Provisions

In the event of a conflict between two or more provisions listed in the Contract, the more stringent provision with respect to Contractors performance of the work shall apply.

III. SPECIAL CONDITIONS

A. Bidder's Qualifications

To be eligible to submit a Bid, a Bidder must:

1. Be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project; and
2. Possess a valid Contractor's License issued by the Contractor's State License Board at the time of Bid submission. The class of license shall be Class C-45 and/or C-10 ; and
3. Have a minimum of five (5) years experience in the manufacture of architectural signage and a minimum of five (5) years experience in the manufacture of real-time information systems; and
4. Have a minimum of two (2) projects within the last five (5) years of similar size and scope to the project described herein this IFB; and
5. Have a minimum of five (5) years demonstrated experience in outdoor fiber-optic cable installations.

Minimum Qualifications 3, 4 and 5 listed above may be met by the Bidder or Bidder's subcontractor. Bidders shall be required to verify these qualifications prior to the award of contract.

B. Other Qualifications

In addition to the qualifications and experience of the Contractor, the Contractor must be able to:

1. Perform any mutually agreed upon contractual duties as outlined in the Purchase Order (PO) with MTC; and

2. Clearly communicate problems, observations and suggestions to the MTC Contract Manager or his designee and the Hub Project Managers (transit agency representatives) on a regular basis as appropriate; and
3. Follow agreed-upon written procedures and verbal instructions of the MTC Contract Manager or his designee and the Hub Project Managers (any conflicting direction is to be raised with the MTC Contract Manager for resolution prior to action); and
4. Adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, the City of San Francisco, and the Americans with Disabilities Act (ADA); and
5. Have the manufacturing facilities and a sufficient number of qualified employees to guarantee prompt and efficient work to produce the products for this project; and
6. Meet all requirements listed in the General and Special Conditions listed herein this IFB.

C. Period of Performance

The Contractor selected as a result of this IFB shall begin work on or as soon after January 3, 2013 as possible; construction must be completed by June 30, 2013. The estimated total budget for this contract is five hundred ninety thousand dollars (\$590,000). Please see Contractor Selection below and Section I. *Instructions to Bidders and Bidding Requirements*, Subsection D. *Award of Contract*, Item 4. *Selection of Contractor and Bidder Responsibility*, of this IFB for detailed information on Contractor Selection.

D. Subcontractors

Contractor will not assign or subcontract any part of the Agreement without the prior written consent of MTC, and any attempt to do so will be void and unenforceable.

Attention is directed to *Appendix F, General Conditions for Construction Contracts*, GC-1, Designation of Subcontractors, for provisions regarding compliance with State requirements concerning subcontracting.

E. Acceptance by MTC

The MTC Contract Manager overseeing the work or a designated representative will be responsible for approving the work upon completion. **Acceptance of delivery or approval of installation for any item does not affect or negate the guaranty provided under Section F below.** Contractor agrees that MTC has the right to make all final determinations as to whether the work has been satisfactorily completed.

F. Guaranty

The Contractor guarantees that all services will be performed in a professional manner by qualified uniformed personnel. The Contractor also guarantees that all products, assemblies, equipment and any other related items that are provided as part of this project shall be fabricated, delivered, assembled and installed in a professional manner and to the satisfaction of the MTC Contract Manager or designee. Upon receiving notification from MTC that a defect is detected, regardless of whether the item has been accepted, the Contractor shall repair or replace the work performed initially, without cost to MTC, and to MTC's satisfaction. The Contractor's guaranty excludes damage or defect caused by abuse by MTC or the Hub Operator/Owners or

modifications not executed by the Contractor. The Contractor agrees to arrive promptly at the date and time scheduled with the Hub Project Managers to perform the tasks as specified in *Appendix A, Specifications*.

Attention is directed to *Appendix A, Specifications*, Section VIII, *Warranty*, for requirements concerning warranty term and provisions.

G. Notices

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC: Attention: Jay Stagi
MTC
101 Eighth Street
Oakland, CA 94607-4700
Email: jstagi@mtc.ca.gov
Fax: 510.817.5848

To Contractor: Authorizing Official's Name from Bid Form
Street Address on Bid form
City, State, Zip on Bid Form
Email: _____@_____
Fax: _____

H. Scheduling

The MTC Contract Manager or his designee and Contractor will participate in a project kick-off meeting shortly after written notice of award of contract. The Contractor shall submit to the MTC Contract Manager or his designee a practicable draft progress schedule at the project kick-off meeting for discussion and a final schedule within seven (7) calendar days of the meeting. The Contractor shall furnish the schedule in a form subject to MTC Contract Manager approval. The schedule shall show the order in which the Contractor proposes to carry out the work and the start and end dates of significant work tasks including, but not limited to, signage prototype development, and fabrication and installation of signage by hub. Schedule shall be updated a week in advance as necessary during signage installation. No change shall be allowed without 72 hour advance notice and accompanying legitimate reason, otherwise any resulting delay shall trigger Liquidated Damages.

The Contractor shall furnish to the MTC Contract Manager or his designee and the Hub Project Managers, on or before the last day of each month, a copy of the schedule showing the status of work actually completed. The Contractor shall not commence work at any given hub until a kick off meeting between the Contractor, MTC Contract Manager, and that Hub's Project Manager(s) is held. All signage shall be completely installed in any given hub prior to beginning installation at the next scheduled hub. The meeting times and dates shall be established by the MTC Contract Manager or his designee. Contractor must complete all work by June 30, 2013.

I. Contract Arrangements

MTC shall issue a PO to the successful Bidder that shall incorporate this IFB, the Contractor's Bid, and all terms and conditions set forth for POs. General Conditions for MTC Purchase Orders is included in this IFB as *Appendix D*, and General Conditions for Construction Contracts is included in the IFB as *Appendix F*, both of which shall be included as part of the Contract.

J. Examination of Design Plans, Specifications and Sites

Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a Bid shall be prima facie evidence that a Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, design plans and specifications. Failure to do so will be at Bidder's own risk and they cannot secure relief on the plea of error.

K. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this contract, the Contractor must immediately bring it to the attention of the MTC Contract Manager or his designee. The Contractor shall be responsible for the protection of all employees, existing equipment, structures, furniture and utilities encountered within the work area.

L. Measurements

It is the responsibility of the Bidder to make all measurements to determine his/her proposal price. MTC will not be responsible for determining the quantities of materials necessary to complete the work specified.

M. Supplies

Contractor is to provide all necessary supplies and to include the costs of such supplies in its Bid. A list of all supplies to be used by the Contractor is to be provided to and approved by the MTC Contract Manager or his designee prior to use. This list of supplies shall include all equipment to be brought onto each site. There shall be no overnight storage of any equipment allowed at any of the hub sites. The Material Safety Data Sheets (MSDS) or equivalent information on each product used is to be attached to the list.

N. Insurance

Contractor's insurance must satisfy the MTC and the Hub Operator/Owners insurance requirements, as stipulated below and in *Appendix D-1, Insurance Requirements*. In addition to fulfilling MTC and Hub Operator/Owners insurance requirements, these insurance coverages are required in order to obtain a Permit to Enter for work required under this Contract, as specified in *Appendix E, Hub Operator/Owner Permitting, Licensure and Safety Requirements*.

1. Minimum Coverages. Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of the Contract the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Contract, placed with insurers with a Best's rating of A-X or better.

1.1 Workers' Compensation Insurance in the amount required by the applicable laws, and Employers Liability insurance with a limit of not less than \$1,000,000 for bodily injury by accident or disease, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC and the Hub Operating agencies/Owners. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor with no employees.

1.2 Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.

MTC, the Hub Operating agencies/Owners and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds to include coverage for products and completed operations using endorsement form #CG2010 11/85 or comparable wording. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.

1.3 Business Automobile Insurance for all automobiles owned, used or maintained by Contractor and Contractor's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$2,000,000 combined single limit per occurrence.

1.4 Umbrella Insurance in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.

1.5 Property Insurance. Contractor, at Contractor's own expense, shall obtain a policy or policies of insurance covering Contractor's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC and/or Hub Operator/Owners and loss or damage, including loss of use, to any and all MTC or Hub Operator/Owners real, personal and intellectual property, notwithstanding such property being in the care, custody or control of the Contractor, in an amount equal to the full replacement value thereof, as same may exist from time to time. Coverage shall be secured for the life of the project, within the definition, "All Risk," or "Special Form," and shall include coverage for installation and testing of any equipment that is to be installed or become part of any real property. If such insurance coverage has a deductible clause, the Contractor shall be also liable for the deductible.

1.6 Errors and Omissions Professional Liability Insurance in an amount no less than \$2,000,000. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.

1.7 Railroad Protective Liability Insurance (RPLI) in the amount of \$1,000,000 covering Construction work within 50 feet of the Light Rail Tracks/System or over/under any Catenary System or within 25 feet of any freight railroad track on **Santa Clara Valley Transportation Authority (VTA)** property requires the applicant to provide RPLI or have the exclusion for not covering work within 50’ of a railroad removed.

For Caltrain, the Peninsula Corridor Joint Powers Board (JPB) will issue and provide its own RPLI through the JPB insurance carrier such that the JPB will be the primary insured. The RPLI will cover the Contractor for this project. The JPB will initiate the application for RPLI to its carrier upon the receipt of an acceptable insurance certificate from the Contractor for the general insurance requirements. Costs for RPLI from JPB are .46 per hundred dollars of job costs or a minimum \$500.00, whichever is greater. When the exact amount of this insurance has been determined, the Contractor will be advised and shall submit a check payable to the Peninsula Corridor Joint Powers Board.

2. Deductibles. Any deductible, or self-insured retention equal to or greater than \$100,000, shall be subject to the approval of MTC. Any other special coverage restrictive devices such as “coinsurance” must be declared and approved by the MTC Contract Manager prior to job commencement. Such approval will not be unreasonably withheld.

3. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Contractor’s personnel, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. Contractor must notify MTC if any of the above required coverages are non-renewed or cancelled for any reason. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program, or to notify MTC as herein required, will constitute a material breach of the Agreement.

4. Certificates of Insurance. Promptly on execution of the Agreement and prior to commencement of any work thereunder, Contractor shall deliver to the addresses below (MTC representative “EBIX”) Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees to furnish to EBIX a copy of all Additional Insured endorsements required under the Agreement

within ten (10) days of notice of award. The exception is RPLI which must be furnished to the MTC Contract Manager 31 calendar days prior to work being performed at hubs that require RPLI. EBIX website: <https://www.trackcertsnow.com/tcn/faxUpload/faxUpload.jsp>

5. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to Section II. *General Conditions*, Subsection D. *Indemnity* of this IFB.

6. Subcontractor's Insurance. Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Contract Manager.

O. Prevailing Wage Rates, Apprenticeship and Payroll Records

The Contractor shall comply with California Labor Code Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.* governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations. In particular, the Contractor's attention is drawn to Labor Code Sections 1770 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). The selected Contractor will be provided with the labor certification set forth in Labor Code Section 1861, attached as *Appendix H, Labor Certification*, upon notification of award and must return a signed certification prior to performing work. Additionally, this project is subject to monitoring and enforcement by the California Department of Industrial Relations (DIR) with respect to the payment of prevailing wages. (*See Labor Code § 1771.3.*) The Contractor and subcontractors are required to submit certified payroll directly to the DIR's Compliance Monitoring Unit (CMU). The Contractor is referred to *Appendix F, General Conditions for Construction Contracts*, for further requirements.

P. Injury Prevention

As part of MTC's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, Contractor may be required to provide MTC with a description of Contractor's IPP and, specifically, of methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

Q. Bonding

The successful Contractor will provide within ten (10) days of notice of award additional security for the performance of its obligations to perform the Work required hereunder through a Performance Bond and Payment Bond issued by a surety acceptable to MTC on forms acceptable to MTC (see *Appendix G-2, Performance Bond to Accompany Contract* and *Appendix G-3, Payment Bond to Accompany Contract*). The Performance Bond shall be in the amount equal to 100% of the total Bid amount and shall guarantee the Contractor's faithful performance and warranty of work described in *Appendix A, Specifications*, of this IFB. The Performance Bond may be released after the conclusion of the warranty period. In no event should the existence of the Performance Bond or the stated amount thereof be construed to cap, liquidate or otherwise

modify or limit the amount of damages payable by Contractor hereunder upon the occurrence of a Contractor event of default.

The Payment Bond shall be in the amount equal to 100% of the amount to be paid to Subcontractors under the Contract and shall guarantee full payment for labor, materials and equipment furnished under the Contract. See *Appendix G-1, Payment Bond to Accompany Contract*.

R. Hub Operator/Owners Permit Requirements

Prior to commencement of any work on any hub, the Contractor shall apply for and obtain a Permit to Enter from the Hub Operator/Owner(s). Attention is directed to *Appendix E, Hub Operator/Owner Permitting, Licensure and Safety Requirements*, for the conditions that shall be adhered to in performance of work at each hub.

S. Liquidated Damages

Time is of the essence in this project. Contractor's failure to install signage by June 30, 2013 or such date as may be revised by Purchase Order amendment will result in damages being sustained by MTC. It is impractical and infeasible to determine the actual amount of damage caused by such delay. Therefore, Liquidated Damages, not as a penalty, at the rate of one thousand dollars (\$1,000) per day will be assessed for every working day after the scheduled completion date of June 30, 2013, wherein signage has not been completely installed at all hubs and signed off by the MTC Contract Manager or his designee.

APPENDIX A, SPECIFICATIONS

I. GENERAL SPECIFICATIONS

The purpose of this Contract is to obtain all labor, materials and equipment to furnish and install real-time transit information displays, wayfinding signage and transit information displays at the following eight (8) regional transit hubs as follows (see *Appendix I, Transit Hub Map* for transit hub locations):

Regional Transit Hubs	Real-time Transit Information Displays	Transit Information Displays (TIDs)	Wayfinding Signage
Fairfield Transportation Center	X		
Great America Station	X		
Mountain View Caltrain Station	X		
Palo Alto Caltrain Station	X		
San Francisco 4th and King Caltrain Station	X		
San Jose Diridon Caltrain Station	X		
San Jose International Airport	X	X	
Vallejo Bus and Ferry Terminal	X	X	X

The MTC Contract Manager will be responsible for all contract matters; the MTC Contract Manager will designate Hub Project Managers for each of the eight hubs. The Hub Project Managers will oversee day-to-day construction activities, assisted by a representative from a construction management services firm engaged by MTC. See *Appendix E, Hub Operator/Owner Permitting, Safety and Licensure Requirements* for a list of proposed Hub Project Managers.

II. SPECIFIED PRODUCTS

Please see *Appendix A-1, Project Documents* for wayfinding signage specifications and *Appendix J, Regional Real Time Signs Requirements and Specifications (Version 4.3)*. It is duly noted that the maintenance requirements contained in *Appendix J* is intended for the Hub Owners and is provided herein strictly for background information purposes only.

III. DELIVERY, STORAGE AND HANDLING

1. All delivery, storage and handling must be coordinated with the Hub Project Manager.
2. Contractor shall furnish the Hub Project Manager with a list of materials to be delivered for incorporation into the work at least ten (10) working days prior to delivery. Such list shall

specify the material type, size, weight, intended use, and any special handling requirements as specified by fabricators or manufacturers. The Hub Project Manager will specify the means by which delivery of all materials will be affected, and the Contractor will be solely responsible for delivering in accordance with the Hub Project Manager's specifications. No Hub elevators shall be used to deliver any materials or equipment to the work site without the express written consent of the Hub Project Manager.

3. Delivery of equipment and materials are to occur during hours specified by the Hub Project Managers, and the Contractor shall bear all associated expenses.

Contractor is responsible for providing storage space for all materials required to complete the work. Storage space within most Hubs is extremely limited, and the Contractor may be required to remove excess materials after each work shift if temporary storage space is not available within the Hub.

4. Contractor shall comply with manufacturer's recommendations for storage and adequate protection of all materials used in the work.

IV. CLEAN-UP, PROTECTION AND SAFETY

1. Contractor shall be responsible for removal of all materials. During the process of the work, Contractor shall remove from the site all discarded materials, rubbish, cans, trash, rags, or other similar items at the end of each workday. Each work area should be returned to a condition that permits normal functions. At the end of each workday and completion of work, Contractor shall clean the work area.
2. Contractor shall comply with and obtain permits for all applicable safety codes and regulations that govern the work, including but not limited to those of: OSHA, ADA, Environmental Protection Agency (EPA), San Jose International Airport and the Cities of Fairfield, Mountain View, Palo Alto, San Francisco, San Jose, Santa Clara and Vallejo.
3. Contractor shall provide safety protection to workers, pedestrians, vehicles, and other property while performing work for the duration of the project.
4. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advised and reasonable protection, safety and warning to persons concerned in the area.
5. All item(s) provided by Contractor must conform to Safety Orders of the State of California, Division of Industrial Safety.
6. Contractor shall be held responsible for any breakage or loss of MTC or Hub Operator/Owner materials, equipment and supplies through negligence of the Contractor or his/her employees while working within the Hubs. The Contractor shall be responsible for restoring or replacing any equipment, facilities, etc. if damaged. The Contractor shall immediately report to the MTC Contract Manager and the applicable Hub Project

Managers any damages resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

7. Contractor's activities within the Hubs shall be monitored by the appropriate Hub Project Manager, who will provide direction as to appropriate safety devices and practices to be utilized in the Hubs, and such direction shall be promptly and strictly adhered to by the Contractor at its sole expense. Any failure on the part of the Contractor to fully comply with Hub Operator/Owner safety requirements shall result in immediate cessation of the work, and removal of the Contractor and its employees and appurtenances from Hub property until such failure is rectified.

V. CONTRACTOR STAFF

Contractor shall:

1. Provide a consistent work crew for the duration of the project.
2. Obtain approval of the Contractor's proposed supervisor from the MTC Contract Manager. The approved supervisor shall not be removed from the project without cause or without prior notification to the MTC Contract Manager. If removal is for cause, the Contractor shall submit justification in writing to the MTC Contract Manager within twenty-four (24) hours of the removal. All work will cease until a new supervisor is approved by the MTC Contract Manager.

VI. WORK HOURS AND SECURITY

1. All work within Hubs shall be performed under the oversight of the Hub Project Manager and a representative of MTC's Construction Management firm.
2. Unless otherwise noted on the Design Plans or elsewhere in the Project Documents or IFB, Contractor shall perform all work during the weekday working hours (between 8AM and 4PM) or as directed by the MTC Contract Manager or designee or Hub Operator/Owner.
3. For all work to be performed at the San Jose Airport, the working hours shall occur between 10PM and 5AM only (including weekends).
4. For all work to be performed at the San Jose Diridon Station, the working hours shall be after 10AM but before 3PM (i.e., off-peak hours). Work performed before 10AM or after 3PM shall not be allowed unless approved in advance in writing by the Hub Project Manager.
5. All costs associated with working outside of the above hours shall be borne by the Contractor. Said work shall only be allowed upon the permission of the Hub Owner and the concurrence of the MTC Contract Manager or his designee.
6. Identification and Security:

- 6.1 All Contractor and subcontractor staff are subject to identification, security, and background checks.
- 6.2.1 Immediately following issuance of the PO, the Contractor shall submit a list of all employees of the Contractor and subcontractors who may perform work on this Contract.
- 6.2.2 Each Hub Operator/Owner will then issue badges to work at that hub (if necessary). In cases where work is within proximity of rail lines, specific safety training and procedures are required for issuance of access/safety permits. (see *Appendix E, Hub Operator/Permitting, Safety, and Licensure Requirements*)
- 6.2.3 Should the Contractor subsequently request additional identification badges for personnel not on this original list, the Contractor is cautioned that such badges may take up to 60 days to be approved. The Contractor shall not be entitled to any claim for additional compensation, damages, or schedule extension that may result from the failure of personnel to receive timely security clearance and identification badges. All employees of the Contractor and subcontractors shall prominently display a valid, original identification badge issued by the Hub Operator/Owner (if necessary) while working in the Hub or elsewhere on operator property. Contractor and subcontractor personnel are not allowed to perform work in Hub Operator/Owner's system until all of the required identification, security, and background checks have been completed.

VII. SUBMITTALS

In addition to general submittal and prototype requirements listed below, Contractor is expected to follow all general and sign-specific submittal requirements detailed in *Appendix A-1, Project Documents*.

1. General Requirements

- 1.1 Contractor shall submit to the MTC Contract Manager or his designee and the appropriate Hub Project Manager the following information for all products utilized at any given Hub:
 - Manufacturer's product certificates certifying that products furnished comply with project requirements and are suitable for the use indicated.
 - Manufacturer's Installation Instructions indicating any special procedures and conditions requiring special attention.
- 1.2 Provide schedule and installation completion date in writing to the MTC Contract Manager or his designee and Hub Project Managers.
- 1.3 If applicable, Contractor shall provide proof to MTC that all used materials were properly recycled.

- 1.4 Proof of equipment purchase should be submitted to the MTC Contract Manager or his designee and the Hub Project Manager and must include all of the following information:
 - Retailer/Contractor name, address, and phone number.
 - Itemized listing of each product including quantity, exact number of each product installed, product description, manufacturer, model number, or other identifying information i.e. SKU# as appropriate.
 - Purchase price per product.
 - Date “Paid in Full” or payment terms.
2. Prototype Accommodation: In order to approve submittals, a review of prototype signs shall be required. If travel outside the nine-county San Francisco Bay Area is necessary for MTC to approve prototype signs, the Contractor shall budget and pay to accommodate three (3) MTC Contract Manager representatives including all reasonable costs for travel (airfare, car rental, taxis, public transit, parking, etc.), meals (\$66 per person per day), hotel, and other expenses. Travel arrangements will be made by MTC Contract Manager representatives, and reimbursed by Contractor within 30 days of invoice submittal. MTC shall incur no costs for approving prototype signs outside the Bay Area. Should multiple trips be necessary before approval is given, budget should be structured accordingly.

VIII. WARRANTY

1. For all signs other than real-time transit information displays, Contractor shall fully warrant all materials, equipment and workmanship furnished under this contract against defects and inferior quality for a period of not less than ten (10) years from date of final acceptance by the MTC Contract Manager. While under warranty, Contractor shall repair or replace materials or equipment and correct workmanship in a timely manner to minimize the disruption to MTC or Hub operations. The warranty shall be transferable from MTC to the Hub Operator/Owner.
2. For real-time transit information displays, Contractor shall provide a full warranty valid and enforceable for a period of not less than five (5) years starting from the date of final acceptance of each real-time display assembly by the MTC Contract Manager or designee. The warranty shall be transferable from MTC to the Hub Operator/Owner.

The elements that make up a real-time display assembly and that shall be covered by the warranty include the screen, controller and computer, enclosure and any other peripherals including, but not limited to, cooling units, power supplies, circuit breakers, disconnect switches, conduits, electrical service wires, communications cables, wireless (wi-fi or other) cards, and any installed software (operating systems, web browsers, etc.).

Contractor shall warrant that the real-time display assemblies conform to the technical and performance specifications included in this IFB, Appendix J: Regional Real Time Signs Requirements and Specifications (Version 4.3), the manufacturer’s specifications,

and that all assemblies will be free of defect in material, workmanship and operations. Contractor shall assume full liability with regard to any damages or losses as a result of incorrect and/or insufficient assembly, procurement, fabrication, installation and/or operations by the Contractor or Contractor's representatives.

Warranty shall also extend to the following:

- Damage caused during shipping, unpacking and/or removal of protective packing material by the Contractor or any Contractor's representative.
- Damage due to incorrect AC voltage supply to the assembly.
- Damage due to improper assembly installation at the proposed locations.
- Damage or failures to the assembly as a result of accidents, neglect, and improper installation and operation by the Contractor.
- Failures or faults due to improper installation of software or any virtual tools in the assembly.
- Any impacts to the manufacturer's warranty due to the procurement of the assemblies from an unauthorized seller.
- Any unauthorized tampering, modifications, adjustments or repairs by the Contractor or its representative that negatively impacts the manufacturer's warranty.

Warranty shall cover all parts, labor, shipping, storage, configuration, installation, testing and coordination between MTC and the Hub Operator/Owner.

Should any element of the real-time display assembly fail to perform up to the technical and performance requirements as outlined in these specifications as well as the manufacturer's specifications, Contractor shall correct these deficiencies in a timely manner as directed by MTC and the Hub Operator/Owner.

Should any deficiency occur two or more times within the warranty period, the Contractor shall replace, at no additional cost, the entire assembly with a new assembly that is complete in-place and operational, at the discretion of MTC or the Hub Operator/Owner.

Contractor shall incorporate the latest proven technological achievements in the field of sign manufacturing to achieve maximum service life and superior attractiveness of appearance. Any defective elements of the assembly due to the use of inferior or obsolete technologies and/or equipment shall be replaced by the Contractor at no cost to MTC or the Hub Operator/Owner.

3. Contractor guarantees that all products, services, assemblies and other related items that are provided as part of this project shall be fabricated, delivered, assembled, and installed in a professional manner. *Upon receiving notification from the MTC Contract Manager and/or the Hub Project Manager that a defect is detected, the Contractor shall repair or replace the work performed initially, without cost to MTC or the Hub Operator/Owner, and to the MTC Contract Manager's and/or Hub Operator Project Manager's satisfaction. Identification and determination of what constitutes a defect shall be solely at the discretion of the MTC project Manager.* The Contractor's guaranty excludes

damage or defect caused by abuse by MTC or Hub Operator/Owner or modifications not executed by the Contractor. Contractor guarantees to arrive promptly at the date and time scheduled with the Hub Project Manager prepared to perform the tasks as specified herein. Additionally, all costs associated with warranty repairs shall be borne by Contractor, including, but not limited to, construction management, inspection, and MTC and hub owner staff costs.

4. The warranty specified herein shall not deprive MTC or the Hub Operator/Owner of other rights each may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other requirements of the Contract Documents.

**APPENDIX A-1,
PROJECT DOCUMENTS: TECHNICAL SPECIFICATIONS AND DESIGN PLANS**

Please go to <http://procurements.mtc.ca.gov/> for the Project Documents, which are the Technical Specifications and the individual Design Plans for each of the following eight (8) hubs:

- Fairfield Transportation Center
- Great America Station
- Mountain View Caltrain Station
- Palo Alto Caltrain Station
- San Francisco 4th and King Caltrain Station
- San Jose Diridon Caltrain Station
- San Jose International Airport
- Vallejo Bus and Ferry Terminal

APPENDIX B, BID FORM

The undersigned Bidder agrees he/she will contract with MTC to provide all necessary labor, supervision, machinery, tools, apparatus and other means of construction to do all the work and furnish all the materials specified in the contract, or as necessary to provide a complete installation in the manner and time therein prescribed, and that he/she will take in full payment the amount set forth hereon.

Note - All construction must be completed by June 30, 2013.

I. PRICE QUOTATION

Provide signage fabrication/purchase and installation costs for each hub location. Contractor must complete Sign Costs Tables 2-4 in Section II of this *Appendix B, Bid Form* prior to completion of Summary Price Quotation table below.

Table 1: Summary Price Quotation

HUB LOCATION	REAL-TIME TRANSIT INFORMATION DISPLAYS FROM TABLE 2, COLUMN F	WAYFINDING SIGNAGE AND TRANSIT INFORMATION DISPLAYS FROM TABLES 3 / 4, COLUMN F	TOTAL SIGNAGE COSTS *
1. Fairfield Transportation Center		N/A	
2. Great America Station		N/A	
3. Mountain View Caltrain Station		N/A	
4. Palo Alto Caltrain Station		N/A	
5. San Francisco 4 th & King Caltrain Station		N/A	
6. San Jose Diridon Caltrain Station		N/A	
7. San Jose International Airport			**
8. Vallejo Bus and Ferry Terminal			**
		Total Costs for all Eight (8) Hub Locations:	

*Includes all costs (labor, materials, equipment, shipping, disposal fees and all applicable surcharges such as taxes, shipping, permit/license, other disposal, travel, insurance, overhead and profit, indirect and direct fees, etc.)

** (Sum of Real-Time Transit Information Displays and Wayfinding Signage Displays for Items 7 and 8)

II. SIGN COSTS PER LOCATION

Bidder shall provide fabrication/purchase and installation costs for each sign below. Sign quantities are based on the *Appendix A-1, Project Documents*; any differences between Tables 2-4 below and the Project Documents shall be rectified through application of the per sign costs identified below. In addition, MTC reserves the right to purchase additional signs (additives) based on the corresponding prices below.

Table 2: Real-Time Transit Information Displays (8 Hubs)

		A	B	C = A x B	D	E = A x D	F = C + E
Sign Type	Hub	Number of Signs	Cost Per Unit	Extended Signage Fabrication / Purchase Costs	Installation Cost per Unit	Extended Signage Installation Costs	Total Extended Costs
R	Fairfield Transportation Center	2					
R	Great America Station	2					
R	Mountain View Caltrain Station	2					
R	Palo Alto Caltrain Station	4					
R	San Francisco 4 th and King Caltrain Station	4					
R	San Jose Diridon Caltrain Station	2					
R	San Jose International Airport	2					
R	Vallejo Bus and Ferry Terminal	3					
	TOTAL	21	N/A		N/A		

Table 3: San Jose International Airport: Transit Information Displays (1 Hub)

		A	B	C = A x B	D	E = A x D	F = C + E
Sign Type	Description	Number of Signs	Cost Per Unit	Extended Signage Fabrication / Purchase Costs	Installation Cost per Unit	Extended Signage Installation Costs	Total Extended Costs
T	Transit Information Displays (TIDS) –(Single (1) Panel designed for mounting Real-Time Display) ¹	2					
TOTAL²		2	N/A		N/A		

¹ The costs for Real Time Displays and systems are to be included in Table 2: Real Time Transit Information Displays.

² The costs listed in this row shall match the costs inserted for this location in Section I Price Quotation.

Table 4: Vallejo Bus and Ferry Terminal: Wayfinding Signage and Transit Information Displays (1 Hub)

		A	B	C = A x B	D	E = A x D	F = C + E
Sign Type	Description	Number of Signs	Cost Per Unit	Extended Signage Fabrication / Purchase Costs	Installation Cost per Unit	Extended Signage Installation Costs	Total Extended Costs
A2	Transit Center ID - Vertical Large	1					
C2	Transit Connections - Wall Mounted	9					
C4	Transit Connections - Freestanding	5					
K	Transit Information - Wayfinding Kiosk	4					
T	Transit Information Displays (TIDS) –[Three (3) Panel designed for mounting Real-Time Display] ¹	1					
T	Transit Information Displays (TIDS) – [Three (3) Panel]	1					
TOTAL²		21	N/A		N/A		

¹ The costs for Real Time Displays and systems are to be included in Table 2: Real Time Transit Information Displays.

² The costs listed in this row shall match the costs inserted for this location in Section I Price Quotation.

III. MANUFACTURER & MODEL NUMBER

Bidder must state the manufacturer's name and model number of each item proposed. Please attach this information to this Bid form, where applicable.

Bidder may recommend alternate equipment as long as the alternate equipment provides the performance requirements detailed in *Appendix A, Specifications*. Bidder must list any alternate equipment Bid in detail in spreadsheet format.

IV. NEW AND UNUSED

All material and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

V. MINIMUM QUALIFICATIONS

Check either yes or no for each question.

Yes

No

1. Is your business licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project?		
2. Does your company possess a valid Contractor's Class C-45 and/or C-10 License issued by the Contractor's State License Board at the time of your Bid submission?		
3. Does your company have a minimum of five (5) years experience in the manufacture of architectural signage and a minimum of five (5) years experience in the manufacture of real-time information systems?		
4. Has your company completed a minimum of two (2) projects of similar size and scope to the project described herein this IFB within the last five (5) years?		
5. Have a minimum of five (5) years demonstrated experience in outdoor fiber-optic cable installations.		

Minimum Qualifications 3, 4, and 5 listed above may be met by the Bidder or Bidder's subcontractor. Bidders may be required to verify these qualifications prior to the award of contract.

VII. SIGNATURE OF AUTHORIZING OFFICIAL

Name of Bidding Company	
Address	
Email	
Phone Number	
Fax Number	
License Number and Type	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance and bonding requirements) listed in this IFB.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

VIII. NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____, declares that he or she is
(Bidder's Name)

_____ of _____,
(Title) (Company's Name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix to 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Type/Print Appropriate Name, Title

Signature

Date

APPENDIX C, CONTRACTOR'S REFERENCE FORM

Name of Bidding Company

Representative Name & Title

Phone Number

Please provide a minimum of two (2) separate references of contracts that the Contractor has completed.

References must not be relatives of the contractor's representative or owners. The references given must be for clients from the last five (5) years. Two (2) of the references must be for projects of similar size and scope to the project described in this IFB.

The following information is required for each reference given (additional sheets may be used if necessary):

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email:

Describe Nature of Work, and
Date of Completion:

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number & Email:

Describe Nature of Work, and
Date of Completion:

APPENDIX D, GENERAL CONDITIONS FOR MTC PURCHASE ORDERS

1. DEFINITIONS

- a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
- c. Contract. The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a

result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.

- b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC.

12. PAYMENT

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

ADDITIONAL PURCHASE ORDER REQUIREMENTS

13. INSURANCE REQUIREMENTS

Supplier shall at its own expense, obtain and maintain in effect at all times the types of insurance listed in *Appendix D-1, Insurance Requirements*, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

APPENDIX D-1, INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best’s rating of A-V or better.

<p>Yes (√)</p>	<p>Please certify by checking the boxes at left that required coverages will be provided within ten (10) days of MTC’s notice to Contractor that it is the successful bidder with the exception of Railroad Protective Liability Insurance which must be furnished to the MTC Contract Manager 31 days prior to work being performed at hubs that require RPLI.</p>
<p>—</p>	<p><u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employers Liability insurance with a limit of not less than \$1,000,000 for bodily injury by accident or disease, and any and all other coverage of Contractor’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC and the Hub Operating agencies/Owners. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor with no employees.</p>
<p>—</p>	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor’s officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee’s defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, the Hub Operator/Owners and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds to include coverage for products and completed operations using endorsement form #CG2010 11/85 or comparable wording. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from Contractor’s operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by Contractor and Contractor’s officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$2,000,000 combined single limit per occurrence.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance.</p>
<p>—</p>	<p><u>Property Insurance</u> covering Contractor’s own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC and/or Hub Operator/Owners and loss or damage, including loss of use, to any and all MTC or Hub Operator/Owners real, personal and intellectual property, notwithstanding such property being in the care, custody or control of the Contractor, in an amount equal to the full replacement value thereof, as same may exist from time to time. Coverage shall be secured for the life of the project, within the definition, “All Risk,” or “Special Form,” and shall include coverage for installation and testing of any equipment that is to be installed or become part of any real property. If such insurance coverage has a deductible clause, the Contractor shall be also liable for the deductible.</p>

	<p>Errors and Omissions Professional Liability Insurance in an amount no less than \$2,000,000. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.</p>
	<p><u>Railroad Protective Liability Insurance (RPLI)</u> in the amount of \$1,000,000 covering Construction work within 50 feet of the Light Rail Tracks/System or over/under any Catenary System or within 25 feet of any freight railroad track on Santa Clara Valley Transportation Authority (VTA) property requires the applicant to provide Railroad Protective Liability Insurance or have the exclusion for not covering work within 50’ of a railroad removed.</p> <p><u>Railroad Protective Liability Insurance (RPLI)</u> is mandatory for any project within 50’ from active Caltrain tracks. The Peninsula Corridor Joint Powers Board (JPB) will issue and provide its own RPLI through the JPB insurance carrier such that the JPB will be the primary insured. The RPLI will cover the Contractor for this project. The JPB will initiate the application for RPLI to its carrier upon the receipt of an acceptable insurance certificate from the Contractor for the general insurance requirements. Costs for RPLI from JPB are .46 per hundred dollars of job costs or a minimum \$500.00, whichever is greater. When the exact amount of this insurance has been determined, the Contractor will be advised and shall submit a check payable to the Peninsula Corridor Joint Powers Board.</p>

<p>By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC’s notice to firm that it is the successful bidder. The exception is Railroad Protective Liability Insurance which must be furnished to the MTC Contract Manager 31 days prior to work being performed at hubs that require RPLI.</p>	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC’s attention no later than the closing date for requests for clarifications and exceptions. If such objections are not brought to MTC’s attention consistent with the protest provisions of this IFB, compliance with the insurance requirements will be assumed.

**APPENDIX E, HUB OPERATOR/OWNER PERMITTING, SAFETY,
AND LICENSURE REQUIREMENTS**

Contractor must satisfy the Hub Operator/Owner’s permit, safety, service, and licensure requirements stipulated below. This list is not exhaustive in terms of permitting, licensure and safety requirements for the Hubs. It is the responsibility of the Contractor to ensure compliance with all requirements.

The eight regional hubs are: Fairfield Transportation Center, Great America Station, Mountain View Caltrain Station, Palo Alto Caltrain Station, San Francisco 4th and King Caltrain Station, San Jose Diridon Caltrain Station, San Jose International Airport and Vallejo Ferry Terminal.

I. HUB PROJECT MANAGER CONTACT INFORMATION

The lead hub transit operators, their proposed project managers, and their contact information is as follows:

Hub	Operator/ Owner	Project Manager	Phone	Email
Fairfield Transportation Center	City of Fairfield	Nigel Browne	707-434-3806	nbrowne@fairfield.ca.gov
Great America Station	VTA	Mark Knollmueller	408-321-5892	mark.knollmueller@vta.org
Mountain View Caltrain Station	Caltrain	Ross Weir	650-508-6410	weirr@samtrans.com
	VTA	Mark Knollmueller	408-321-5892	mark.knollmueller@vta.org
Palo Alto Caltrain Station	Caltrain	Ross Weir	650-508-6410	weirr@samtrans.com
	VTA	Mark Knollmueller	408-321-5892	mark.knollmueller@vta.org
San Francisco 4th and King Caltrain Station	Caltrain	Ross Weir	650-508-6410	weirr@samtrans.com
San Jose Diridon Caltrain Station	Caltrain	Ross Weir	650-508-6410	weirr@samtrans.com
	VTA	Mark Knollmueller	408-321-5892	mark.knollmueller@vta.org
San Jose International Airport	VTA	Mark Knollmueller	408-321-5892	mark.knollmueller@vta.org
Vallejo Bus and Ferry Terminal	City of Vallejo	Sam Kumar	707-648-4432	skumar@ci.vallejo.ca.us

II. PERMITTING AND OTHER SPECIAL REQUIREMENTS

All costs associated with permits that the Contractor must secure shall be borne by the Contractor. Below is a table for each hub documenting the owner of each sign to be installed under this contract and whether or not a permit is likely needed. It is the responsibility of the Contractor to verify the permitting agency for all signs and seek the necessary permits. In some cases, MTC has already initiated – and will complete and pay for – the permit process, which is indicated in the ‘Notes’ column. In all other cases, Contractor is responsible for permit costs. Sign types “R” stands for real time displays and “T” stands for transit information displays (TIDs).

Fairfield

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
003-FF	R	Bus Platform	City of Fairfield	Not Required	
008-FF	R	Tickets/Transit Store	City of Fairfield	Not Required	

Great America

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
016-GA	R	VTA Lick Mill Station	VTA	VTA access permits required	Contractor to obtain from VTA
020-GA	R	VTA Lick Mill Station	VTA	VTA access permits required	Contractor to obtain from VTA

Mountain View

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
004-MV	R	VTA platform	VTA	VTA access permits required	Contractor to obtain from VTA
009-MV	R	Building Breezeway	City of Mountain View	Caltrain access permit required	Contractor to obtain Caltrain access permit.

Palo Alto

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
007-PA	R	Bus Platform	VTA	VTA access permits required	Contractor to obtain from VTA
009-PA	R	NB Caltrain Platform	Caltrain	Caltrain access permit required	Contractor to obtain from Caltrain
040-PA	R	Station breezeway	Caltrain	Caltrain access permit required and City of PA encroachment permit required	Contractor to obtain Caltrain access permit. City has issued encroachment permit.

San Francisco 4th & King Caltrain

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
002-SF	R	North wall of main station building	Caltrain	Caltrain access permit required	Contractor to obtain from Caltrain
017-SF	R	South wall of main station building	Caltrain	Caltrain access permit required	Contractor to obtain from Caltrain
021-SF	R	Center of main station building	Caltrain	Caltrain access permit required	Contractor to obtain from Caltrain
022-SF	R	Center of main station building	Caltrain	Caltrain access permit required	Contractor to obtain from Caltrain

San Jose Diridon

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
013-SD	R	VTA light rail station	VTA	VTA access permits required	Contractor to obtain from VTA.
021-SD	R	Baggage Claim area	Caltrain	Caltrain access permit required	Contractor to obtain from Caltrain

San Jose International Airport (SJC)

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
001-SA	T	Terminal A island	VTA	SJC access and encroachment permits required. City of San Jose Building and Electrical Permit required.	Contractor to obtain access permit. MTC to obtain encroachment permit. Special inspection may be required for Epoxy anchors
002-SA	R	Terminal A island	VTA	SJC access and encroachment permits required. City of San Jose Building and Electrical Permit required.	Contractor to obtain access permit. MTC to obtain encroachment permit. Special inspection may be required for Epoxy anchors
003-SA	T	Terminal B island	VTA	SJC access and encroachment permits required. City of San Jose	Contractor to obtain access permit. MTC to obtain encroachment

				Building and Electrical Permit required.	permit. Special inspection may be required for Epoxy anchors
004-SA	R	Terminal B island	VTA	SJC access and encroachment permits required. City of San Jose Building and Electrical Permit required.	Contractor to obtain access permit. MTC to obtain encroachment permit. Special inspection may be required for Epoxy anchors

Vallejo Bus and Ferry Terminal

Sign No.	Sign Type	Sign Location	Sign Owner	Permit?	Notes
001-VA	R	Ferry Dock Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
002-VA	T	Ferry Dock Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
003-VA	C2	Ferry Dock Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
004-VA	K	North side of North Parking Lot	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
005-VA	A2	Ferry Ticket Office	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
006-VA	C4	Ferry Ticket Office	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
009-VA	C4	Ferry Dock Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
010-VA	C4	West Paseo Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
011-VA	K	West Paseo Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
013-VA	K	SW corner of Georgia and Santa Clara	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
014-VA	C2	Bus Platform	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.

016-VA	K	East Paseo Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
017-VA	C2	Bus Platform	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
018-VA	T	Bus Platform	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
019-VA	R	Bus Platform	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
020-VA	C2	Bus Platform	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
021-VA	C2	Bus Platform	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
022-VA	C4	Ferry Dock Entry	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
023-VA	C4	Transit Center	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.
024-VA	R	Bus Platform	City of Vallejo	City of Vallejo encroachment permit required	Hub PM to assist Contractor to obtain permit.

In addition to permits for sign installation, Contractor must meet safety thresholds and secure official permission from individual Hub Operator/Owners to work on their premises as detailed below. Contract shall confirm most up-to-date requirements with each Hub Operator/Owner prior to commencing any on-site work.

CALTRAIN requirements:

Caltrain is the Peninsula commuter rail service owned and operated by the Peninsula Corridor Joint Powers Board (“PCJPB” or “JPB”).

Right of Entry Agreement:

Contractor shall enter into a Third Party Right of Entry Agreement with Caltrain for the installation of the signs at the Caltrain stations. There will be no fee charged to the contractor for processing this permit.

Communication on this agreement should be directed to the Caltrain Project Manager.

Caltrain Basic Roadway Worker (Safety) Training:

All contractor and third party project workers on JPB property are required to complete Caltrain's Basic Roadway Worker Protection (RWP) training. The Basic RWP training can be obtained on-line at: <http://www.caltraintraining.com/rwptraining/basicrwptraining.html>.

The online presentation lasts about 35 minutes with a 10 question quiz that you must score 80% or better to receive a hard hat sticker. The hard hat sticker must be valid for the current year. The Caltrain Project Manager will provide the contractor with further instruction for obtaining the stickers.

Site Specific Work Plan (SSWP):

All contractors working on JPB property are required to prepare and submit a Site Specific Work Plan (SSWP) for approval by the Engineer. The SSWP shall identify the construction time, schedule, type of work, and safety and protection measures to be accomplished in the JPB right-of-way. The initial SSWP applications and workplan must be submitted six weeks prior to the start of construction on JPB property. Subsequent SSWP applications must be submitted within three weeks in advance. The JPB will determine whether inspectors, flaggers and /or watchmen are required, and will provide the additional railroad personnel, if necessary, at no cost to the contractor.

Insurance:

Contractor shall have in place both general insurance requirements (as listed in *Attachment D-1, Insurance Requirements*) as well as Railroad Protective Liability Insurance.

Endorsements: The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, Union Pacific Railroad Company and the National Railroad Passenger Corporation and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Railroad Protective Liability Insurance: Railroad Protective Liability Insurance (RPLI) is mandatory for any project within 50' from active Caltrain tracks. The Peninsula Corridor Joint Powers Board (JPB) will issue and provide its own RPLI through the JPB insurance carrier such that the JPB will be the primary insured. The RPLI will cover the Contractor for this project. The JPB will initiate the application for RPLI to its carrier upon the receipt of an acceptable insurance certificate from the Contractor for the general insurance requirements. Costs for RPLI from JPB are .46 per hundred dollars of job costs or a minimum \$500.00, whichever is greater. When the exact amount of this insurance has been determined, the Contractor will be advised and shall submit a check payable to the Peninsula Corridor Joint Powers Board.

CITY OF FAIRFIELD Requirements:

Contractor is required to obtain a City of Fairfield business license. The City of Fairfield Business License application can be found at:

<http://www.ci.fairfield.ca.us/gov/depts/finance/blt.asp>

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) Requirements:

Contractor is required to obtain Light Rail Platform and Restricted Access permits. The Light Rail Platform Access permit contact is Debbie Dionne at 408-321-5824. The Restricted Access permit contact is Cheryl Gonzales at 408-546-7608.

All Contractor employees working within 10 feet of rail track on VTA property must complete an in-person training class (approximately 3 hours).

SAN JOSE INTERNATIONAL AIRPORT (SJC) requirements:

Contractor is required to work with VTA Hub Manager to respond to SJC access requirements.

Further, Contractor shall be responsible for coordinating with AT&T to complete connection between each real-time display and MPOE. AT&T shall need to complete the following connections:

- a) Terminal A sign: Complete telecommunications circuit between the Terminal A garage telecom closet and MPOE at 2055 Airport Ave.
- b) Terminal B sign: Terminate contractor furnished telephone cable in the Intermediate Distribution Facility (IDF). Complete telecommunications circuit between IDF and MPOE at Main Distribution Facility (MDF).
- c) Where noted on the Design Plans to establish a new Internet connection, the Contractor shall work with the Internet Service Providers as designated by the hub owner to secure an Internet access point within the MPOE as indicated on the Design Plans. This includes preparing any application forms, paying any setup fees and furnishing and installing the Internet equipment as required by the service provider. The Contractor shall apply for and secure a successful Internet connection on behalf of the hub owner, such that the hub owner is the actual applicant and owner of the Internet service connection.
- d) SJC access and encroachment permits are required. City of San Jose Building and Electrical Permit required. Special inspection may be required for Epoxy anchors.

APPENDIX F, GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

GC-1 Designation of Subcontractors. The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, State Public Contract Code Sections 4100 *et seq.*, concerning listing of Subcontractors by all persons submitting bids for public work. As used in this Article GC-1, “Subcontractors” shall include only those Subcontractors which have an employee or employees at the jobsite who fall within one or more of the classifications contained in the applicable prevailing rate of wages in the locality in which the Work is to be performed, and shall exclude the Contractor or any Subcontractor whose only employees at the jobsite are engaged solely in the delivery of materials.

GC-2 Differing Site Conditions. The Contractor shall promptly upon discovery, and before the conditions are further disturbed, notify the Contract Manager or designee, in writing, of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents;
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract;
- (c) Material deviations from dimensions, tolerances, conditions or locations of facilities indicated; or
- (d) Material that the Contractor believes may be hazardous waste which is not already identified as hazardous material in the Contract, as defined in Section 25117 of the State Health and Safety Code, that is required to be removed to a Class I, Class II or Class IH disposal site in accordance with provisions of existing law.

GC-3 Prevailing Wage. Contractor and each Subcontractor shall pay to all workers employed on the Work not less than the prevailing rate of wages as determined in accordance with the State Labor Code as indicated herein.

GC-3.A State Labor Code. Contractor shall comply with State Labor Code Sections 1774 and 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to MTC not more than \$200 for each calendar day or portion thereof for each worker paid less than the prevailing wage rates stipulated in the Invitation to Bidders for such work or craft in which such worker is employed for any Work done under the Contract by Contractor or by any Subcontractor under the Contract (in violation of the provisions of the State Labor Code and, in particular, State Labor Code Sections 1770 to 1780, inclusive). The amount of forfeiture shall be determined by the Labor Commissioner based on specified factors pursuant to said Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each Worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

GC-3.B Section 1773 of the State Labor Code. Pursuant to the provisions of Section 1773 of the State Labor Code, MTC has obtained the general prevailing rate of wages applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. Copies of the prevailing rates of wages are on file at MTC, and will be furnished by the Contract Manager upon request. For crafts or classifications not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Contract work.

GC-3.C Per Diem Wages. A copy of the prevailing rates of wages shall be posted in a prominent place at each jobsite by the Contractor.

GC-3.D Travel and Subsistence Payments. The Contractor shall make travel and subsistence payments to each worker needed to execute the Work in accordance with the requirements in Section 1773.1 of the State Labor Code.

GC-3.E Payroll Records.

- (a) The Contractor shall comply with the provisions of State Labor Code Sections 1776 and 1812, and shall be responsible for compliance by its Subcontractors. The penalties specified in subdivision (h) of State Labor Code Section 1776 for noncompliance may be deducted from any monies due which may become due to the Contractor.
- (b) A certified copy of payroll records provided for in State Labor Code Section 1776 shall be furnished to the Contract Manager or designee each week.

GC-3.F Claim for Additional Compensation. MTC will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against MTC under the Contract.

GC-3.G DIR Monitoring and Enforcement. This project is subject to monitoring and enforcement by the California Department of Industrial Relations (DIR) with respect to the payment of prevailing wages. (See Labor Code § 1771.3.) The Contractor shall submit certified payroll directly to the DIR's Compliance Monitoring Unit (CMU) *at least monthly*. Additionally, the Contractor shall ensure that each subcontractor on the project submits certified payroll directly to the CMU *at least monthly*. The Contractor is directed to <https://app.mylcm.com> to enroll in the CMU system, and shall ensure that subcontractors are directed to do the same. Additionally, Contractor shall post at each job site post the notice required by 8 Cal. Code Reg. section 16451(d). Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov.

GC-4 Payment of Taxes. The Contract Prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay whether imposed by Federal,

State or local government, including, without limitation, Federal excise taxes, whether or not the laws, regulations, orders and judgments respecting such taxes are changed following submission of the Contractor's bid or execution of the Contract. The Contractor shall promptly pay such taxes when and as they become due, and shall indemnify, defend and hold harmless MTC and Hub Operator/Owners and all of their commissioners, directors, officers, agents, Contractors, and employees against any claims, losses, liabilities, penalties, interest, damages or expenses (including attorneys' fees and related costs), resulting from failure by the Contractor or its Subcontractor and vendors to pay such taxes or comply with the applicable tax laws. MTC will not furnish any tax exemption certificate nor sign any document designed to exempt the Contractor from payment of any tax.

GC-5 Permits and Licenses. Except as may be otherwise indicated, the Contractor shall procure all necessary permits and licenses, pay all charges and fees, comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the Work.

GC-6 Contractor Inspection. The Contractor shall inspect all materials, supplies and equipment that are to be used, consumed or incorporated in the Work. In addition, Contractor shall conduct a continuous program satisfactory to the Contract Manager or designee of construction quality control for all Work performed under this Contract. The Contractor shall have the primary responsibility for inspecting the Work and materials; the Contract Manager or designee's inspection is conducted to verify that the Contractor has performed its inspections. Any observation, verification, inspection, or approval of the Work or materials by MTC or Hub Operator/Owners shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract as prescribed. Work and materials not meeting Contract requirements shall be made acceptable, and unsuitable work or materials may be rejected, notwithstanding that payment for such Work or materials may have been previously authorized and included in a progress payment

GC-6.A Uncovering of Work. Re-examination of questioned Work may be ordered by the Contract Manager or designee at any time before Acceptance. If so ordered, the Work shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, MTC will pay for the cost of testing and of uncovering or removing and replacing for the covering or making good of the parts removed. If such Work so exposed or examined is not in accordance with the Contract Documents, the testing and uncovering or removal, replacement, and recovering shall be at the Contractor's expense.

GC-7 Removal of Rejected and Unauthorized Work. All work which has been rejected shall be promptly remedied, or removed and replaced by Contractor in an acceptable manner and no compensation will be allowed Contractor for such removal, replacement, or remedial Work.

GC-7.A Unauthorized Work. All work done beyond the lines and grades shown on the Contract Drawings or established by the Contract Manager or designee, and all extra work done without written authorization will be considered as unauthorized work. Upon order of the Contract Manager or designee, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

GC-7.B Failure to Remedy. Upon failure of the Contractor to remedy, to remove, or to replace rejected or unauthorized work, or to comply promptly with any order of the Contract Manager or designee made under Paragraph GC-7, the Contract Manager or designee may cause rejected or unauthorized Work to be remedied, removed, or replaced by others and deduct the costs thereof from any monies due or to become due the Contractor.

GC-8 Prompt Payment.

The following provision(s) of the California Public Contract Code shall apply to the Work:

ARTICLE 1.7 MODIFICATIONS; PERFORMANCE; PAYMENT
[Added Stats 1992 Ch. 799 § 2 (SB 56).]

§ 20104.50. Legislative intent regarding prompt payment; Interest on late payment; Procedure; Definitions (a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following: (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A “local agency” includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A “progress payment” includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(23) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set-forth in the terms of any contract subject to this article.

GC-9 Resolution of Construction Claims

The following provision(s) of the California Public Contract Code shall apply to the Work:

ARTICLE 1.5 RESOLUTION OF CONSTRUCTION CLAIMS

[Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994. Former Article 1.5, a/so entitled "Resolution of Construction Claims" consisting of §§ 20104-20104.6, was added Stats 1990 Ch. 1414 § 2 and repealed, operative January 1, 1994, by the terms of § 20104.8.]

§ 20104. Application of article; “Public work”; “Claim”

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter I of Part 2.

(b) (1) “Public work” has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that “public work” does not include any work or improvement contracted for by the state of the Regents of the University of California.

(2) “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991. (Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.2 Requirements to submit claim; Agency's response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and

Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.4 Procedures to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3(commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation of arbitration process.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.6 Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award of judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.8 [Section repealed 1993.]

(Added Stats 1990 Ch. 1414 § 2 (AB 4165). Repealed, operative January 1, 1994, by its own terms.

GC-10 Force Account Payment

Force Account Work: Contract Change Order Work to be paid for on the basis of actual direct costs plus markup on direct costs for overhead and profit.

If it is impracticable because of the nature of work, or for any other reason, to fix an increase or decrease in price in advance of performing the work under a Change Order as described under Contract Change Order at IFB page 6, such extra work shall be paid for at actual necessary cost as determined by MTC, which cost shall be determined pursuant to Section 10.10 and shall be known as Force Account Work. Any scope of work included in a fully executed fixed price Change Order shall not be considered Force Account Work.

If work is directed by MTC to be performed on a force account basis, compensation shall be made as set forth in this provision. Such payment shall constitute full compensation to Contractor for work directed to be performed on force account and no additional compensation will be allowed therefore.

10.10.1 MTC will direct Contractor to proceed with the Work on a force account basis, and MTC will establish a “not to exceed” budget.

10.10.2 As all requirements regarding direct costs and markup for overhead and profit are provided in Subparagraph 10.10.7.1 for pricing of Force Account Work, MTC will pay only actual necessary costs verified in the field by MTC on a daily basis.

10.10.3 Contractor shall be responsible for all costs related to the documentation, data preparation, and administration of Force Account Work. Compensation for such costs shall

be fully covered by the markup for overhead and profit markup as provided in Subparagraph 10.10.7.1.

10.10.4 Whenever any Force Account Work is in progress, Contractor shall report to MTC in writing in detail the amount and cost of labor and material used, and any other expense incurred in Force Account Work on the following work day, and no claim for compensation for Force Account Work will be allowed unless a report shall have been made. Such records shall be maintained in such a manner so as to be completely discernible from records associated with the basic Contract scope. In addition, Contractor shall notify MTC in writing when the cumulative costs incurred by the Contractor for Force Account Work equals 80 percent of the “not-to-exceed” budget pre-established by MTC. Contractor will not be compensated for Force Account Work exceeding the “not to exceed” budget amount if Contractor fails to provide the required notice before exceeding 80 percent of the force account budget.

10.10.5 Prices for work that are already established in the contract shall be used for Force Account Work when applicable.

10.10.6 If Contractor and MTC reach a negotiated, signed agreement on the cost of a Change Order while the Work is proceeding on a force account basis, Contractor’s signed written reports shall be discontinued and all previously signed reports shall become invalid.

10.10.7 Cost Determination: Total direct cost for Force Account Work is the sum of labor costs, material cost, equipment rental costs, and Special Forces cost, plus overhead and profit as allowed herein. Special Forces costs are defined in Subparagraph 10.10.12. No other costs, including special damages of any type, arising out of or connected with the performance of Force Account Work, of any nature, may be recovered by the Contractor.

10.10.7.1 Contractor’s markup for overhead and profit are defined by the following limitations and shall apply to Force Account Work and any Contract Modification:

10.10.7.1.1 For Work performed by the Contractor, to the total of the direct costs computed as provided in Sections 10.10.9.1, Labor, 10.10.9.2, Materials, and 10.10.9.3, Equipment Rental, there will be added a markup not to exceed 20 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the cost of equipment rental.

10.10.7.1.2 For Work performed by a first level subcontractor, to the total of the direct costs as provided herein, there will be added a markup not to exceed 20 percent to the cost of labor, 15 percent to the cost of materials and 15 percent to the cost of equipment rental. Contractor shall receive a maximum 5 percent markup on the Subcontractor’s total cost.

10.10.7.1.3 For Work performed by a lower tier subcontractor or supplier, to the total of the direct costs as provided herein, there will be added a markup not to exceed 20 percent to the cost of labor, 15 percent to the cost of materials and 15 percent to the cost of equipment rental. In no case shall the sum of the individual

markups applied to a Force Account exceed 25 percent, regardless of the number of Subcontractor tiers involved in performing the Work.

10.10.7.1.4 For Deleted Work: When MTC is entitled to a credit for deleted work, the credit shall include direct labor, materials, and supervision plus overhead of the Contractor or Subcontractor, as applicable for the deleted work. Deleted overhead shall be computed as 5 percent of the direct labor, materials, and supervision.

10.10.7.1.5 When both additions and credits are involved in any one Force Account, Contractor's markup shall be applied to its direct costs for the net change in cost of the Work.

10.10.7.1.6 The Contractor and subcontractors are permitted to add their cost of bonds to the costs determined above. Bond costs must be supported by backup documentation.

10.10.7.2 Cost Included as Part of Markup for Overhead and Profit:
Certain costs are included as part of markup for overhead and profit for Force Account Work shall be included in the markup. No separate allowance or itemization for overhead costs shall be allowed. The following is a list, not intended to be comprehensive, of types of costs that are included in the markup for overhead and profit for all Force Account Work:

10.10.7.2.1 Field and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foreperson, estimators, project engineers, detailers, draftspersons, schedulers, consultants, watch persons, payroll clerks, administrative assistants, and secretaries.

10.10.7.2.2 All field and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service at the Site, long-distance telephone calls, fax machines, computers and software, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1000 each, portable scaffolding, blocking, shores appliances, job vehicles, security and fencing, conformance to all regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, record documents, and related maintenance costs.

10.10.7.2.3 Administrative functions including, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, scheduling, schedule updating and revising, expediting, surveying, engineering, drawing, detailing, revising shop drawings, preparing record drawings, carting, cleaning, protecting the Work, and other incidental Work related to Force Account Work or other Contract Modifications.

10.10.7.2.4 All other costs and taxes required to be paid but not included under direct costs as defined in subparagraph 10.10.7.1.

10.10.7.3 Cost Disallowance: Costs that shall not be allowed or paid in Change Orders or Claim settlements under this Contract include, but are not limited to, interest cost of any type other than those mandated by statute; Claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals concerning Change Orders that are not issued by MTC; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work; lost earnings or interest in unpaid retainage; Claims consulting costs; the costs of corporate officers or staff visiting the site or participating in meetings with MTC; any compensation due to the fluctuation of foreign currency conversions or exchange rates; or loss of other business.

10.10.8 Owner-Operated Equipment

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

Payment for the Equipment will be made in accordance with Subparagraph 10.10.9.3, Equipment Rental.

- Payment for the cost of labor will be made at the rates paid by Contractor to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workmen and location of the Work, whether or not the "Owner-Operator" is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions of Subparagraph 10.10.9.1, Labor. Prior to the start of any work, MTC shall have final approval of any subsistence or a travel budget if necessary in the discharge of work preformed by "Owner-Operator".
- In addition to the direct cost of equipment rental and labor, computed as provided herein, a markup for overhead and profit will be applied as defined in Subparagraph 10.10.7 entitled "Cost Determination".

10.10.9 Cost Of The Work

Direct Cost Defined: Direct cost shall mean the sum of the following directly required for the performance of the Force Account Work.

10.10.9.1 Labor

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

Actual Wages: The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, insurance, overtime, plus other additives in accordance with collective bargaining agreements.

Labor Surcharge: The Labor Surcharge shall be as set forth in the California Department of Transportation's Labor Surcharge & Equipment Rental Rate Book in effect on the date upon which the extra work is accomplished, incorporated by reference as though set fully herein. As stated: "The labor surcharge compensates the contractor for statutory payroll items stipulated by various governmental agencies. The six items included are Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training taxes."

10.10.9.2 Materials

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

Only materials furnished by Contractor and necessary to be used in the performance of the Work will be paid for. Accordingly, MTC will pay Contractor only for those materials furnished by Contractor and directly required for performing any Force Account Work. The cost of such materials shall be the direct cost, including sales tax, to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

10.10.9.2.1 If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to MTC notwithstanding the fact that such discount may not have been taken.

10.10.9.2.2 If materials are procured by the Contractor and/or subcontractor by any method that is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to an actual supplier as determined by MTC. No markup except for actual costs incurred in the handling of such materials will be permitted. Delivery charges will not be allowed unless delivery is specifically required for Force Account Work.

10.10.9.2.3 If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefore will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the jobsite, whichever price is lower.

10.10.9.2.4 If the cost of such materials is, in the opinion of MTC, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities delivered to the jobsite, less any discounts as provided above.

10.10.9.3 Equipment Rental

For Contractor or Subcontractor-owned equipment, payment will be made at the lesser of the rental rates specified for equipment in California Department of Transportation's Labor Surcharge & Equipment Rental Rate Book in effect on the date which Force Account Work is accomplished.

For rental equipment, payment will be made based on actual rental invoices for which either daily, weekly, or monthly rates shall be used, whichever is lowest. Such rental rates shall be used to compute payments for equipment, regardless of whether the equipment is under Contractor's control through direct ownership, leasing, renting, other method of acquisition. If, however, equipment of unwarranted size or type is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

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

Individual pieces of equipment or tools having a replacement value of \$1000 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included as part of Contractor's markup for overhead and profit as defined in Subparagraph 10.10.7.

Operators of rental equipment will be paid for as provided in Subsection 10.10.9.1, Labor. All equipment shall, in the opinion of MTC, be in good working condition and suitable for the purpose for which the equipment is to be used.

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

10.10.10 Equipment At The Site Of The Work

The rental time to be paid for equipment on the Work shall be the time the equipment is in operation on the Work being performed or standby as approved by MTC, and in addition, shall include the time required to move the equipment to the location of the Work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the Work on other than such work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the Work on other than such work. The following shall be used in computing the rental time of equipment on the Work:

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

- When daily rates are listed, less than 4 hours of operation shall be considered to be one-half day of operation.
- When operation of equipment is greater than 4 hours but less than 8 hours, this will constitute a full day.

10.10.11 Equipment Not At The Site Of The Work

For the use of equipment moved onto the site of the Work and used exclusively for work paid for on a force account basis Contractor will be paid the rental rates as determined in the Subsection entitled "Equipment Rental" and for the cost of transporting the equipment to the location of the Work and its return to its original location, all in accordance with the following provisions. The original location of the equipment to be hauled to the location of the Work shall be agreed to by MTC in advance.

- MTC will pay the cost of loading and unloading such equipment.
- Payment for transporting, and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon the Force Account Work
- The rental period shall begin at the time the equipment is unloaded at the site of the Work, shall include each day that the equipment is at the site of the Work, excluding Saturdays, Sundays, and Official Holidays unless the equipment is used to perform the Work on such days, and shall terminate at the end of the day on which the Force Account Work is completed or the equipment is no longer needed for this specific scope of Force Account Work.
- The hours to be paid for equipment that is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

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

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

- MTC shall specifically approve, in advance, the necessity for the use of particular equipment on such Work.

- Contractor shall establish to the satisfaction of MTC that such equipment cannot be obtained from its normal equipment source or sources and those of its subcontractors.
- Contractor shall establish to the satisfaction of MTC that the proposed equipment rental rate for such equipment from its proposed source is reasonable and appropriate for the expected period of use.
- MTC shall approve, in advance, the equipment source and the equipment rental rate to be paid by MTC before Contractor obtains equipment or begins work involving the use of said equipment.

10.10.12 Work Performed By Special Forces Or Other Special Services

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

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

In lieu of the percent markups provided above in Subparagraph 10.10.7, Cost Determination, a 10 percent markup will be added to the specialist price, less a credit to MTC for any cash or trade discount offered or available, whether or not such discount may have been taken.

APPENDIX G, BIDDER'S BOND SINGLE SURETY

KNOW ALL MEN BY THESE PRESENTS. That we
as PRINCIPAL, and _____ as SURETY, are
held and firmly bound unto the Metropolitan Transportation Commission, hereinafter called
MTC, in the penal sum of TEN PERCENT OF THE TOTAL AMOUNT OF THE BID of the
Principal above named, submitted by said Principal to MTC, for the work described below, for
the payment of which sum in lawful money of the United States, well and truly to be made, we
bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly
by these presents. In no case shall the liability of the Surety hereunder exceed the sum of
\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted
the above-mentioned bid to MTC, for certain work and services described as follows, for which
bids are to be opened on _____
(insert date of Bid opening)

For _____
(copy here the exact description of the work; including location, as it appears on the
Bid)

Principal, if awarded the contract, and, within the time and manner required under the
specifications, enters into a written contract by accepting MTC's signed purchase order, in
accordance with the bid, and files the two bonds with MTC, one to guarantee faithful
performance and the other to guarantee payment for labor and materials, then this obligation
shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by MTC and judgment is recovered, the surety shall
pay all costs incurred by MTC in such suit, including a reasonable attorney's fee to be fixed by
the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of
_____, 2012.

Principal

(SEAL)

Surety

(SEAL)

(Note: Signatures of those executing for the surety must be notarized.)

APPENDIX G-1, BIDDER’S BOND FORM MULTIPLE SURETY

KNOW ALL MEN BY THESE PRESENTS. That we _____ as PRINCIPAL, and the undersigned corporations as Sureties, are held and firmly bound unto the Metropolitan Transportation Commission, hereinafter called MTC, in the penal sum of TEN PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to MTC, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, provided that we, the Sureties, bind ourselves in such sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself jointly and severally with the Principal for the payment of such sum only as appears opposite its name in the schedule hereinafter set forth.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned bid to MTC, for certain work and services specifically described as follows, for which bids are to be opened on

_____ (insert date of Bid opening)
For _____
(copy here the exact description of the work; including location, as it appears on the Bid)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract, and, within the time and manner required under the specifications, enters into a written contract by accepting MTC’s signed purchase order, in accordance with the bid, and files the two bonds with MTC, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by MTC and judgment is recovered, the sureties shall pay all cost incurred by MTC in such suit, including a reasonable attorney’s fee to be fixed by the court.

The schedule of sums for the payment of which each surety is jointly and severally bound with the Principal as hereinabove set forth, is as follows:

<u>Surety</u>	<u>Name and State of Incorporation</u>	<u>Limit of Liability</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 2012.

[SEAL]

Principal

By _____

Surety

[SEAL]

Principal

By _____

Surety

[SEAL]

Principal

By _____

Surety

(Note: Signatures of those executing for the surety must be notarized.)

APPENDIX G-2, PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission (MTC) has awarded to

as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

- Purchase and install real-time transit information displays at eight (8) regional transit hubs: Fairfield Transportation Center, Great America Station, Mountain View Caltrain Station, Palo Alto Caltrain Station, San Francisco 4th and King Caltrain Station, San Jose Diridon Caltrain Station, San Jose International Airport and Vallejo Bus and Ferry Terminal (see *Appendix I, Transit Hub Map* for transit hub locations);
- Fabricate, purchase and install transit information displays (TIDs) at two (2) of the eight (8) regional transit hubs: San Jose International Airport and Vallejo Bus and Ferry Terminal; and
- Fabricate, purchase and install wayfinding signage at one (1) of the eight (8) regional transit hubs: Vallejo Bus and Ferry Terminal;

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We, the undersigned Contractor and Surety, are held and firmly bound unto MTC, in the sum of

_____ dollars

(\$_____, to be paid to MTC or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made, as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless MTC, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

If contractor has been declared by MTC to be in default under the Contract for failing to perform the contract, Surety shall have a reasonable time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it maybe liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefore.

4. The Contract balance, as defined below, shall be credited against the reasonable costs of completing the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Contract pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in this paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts property paid by Obligee to Principal under the Contract.

5. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

SIGNED, this _____ day of _____ A.D.,
2012.

Principal

[Name of Surety]

[SEAL]

Attorney in Fact

APPENDIX G-3, PAYMENT BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission has awarded to

as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

- Purchase and install real-time transit information displays at eight (8) regional transit hubs: Fairfield Transportation Center, Great America Station, Mountain View Caltrain Station, Palo Alto Caltrain Station, San Francisco 4th and King Caltrain Station, San Jose Diridon Caltrain Station, San Jose International Airport and Vallejo Bus and Ferry Terminal (see *Appendix I, Transit Hub Map* for transit hub locations);
- Fabricate, purchase and install transit information displays (TIDs) at two (2) of the eight (8) regional transit hubs: San Jose International Airport and Vallejo Bus and Ferry Terminal; and
- Fabricate, purchase and install wayfinding signage at one (1) of the eight (8) regional transit hubs: Vallejo Bus and Ferry Terminal;

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the Metropolitan Transportation Commission in the sum of _____ dollars (\$ _____), said sum being 100% of the estimated amount payable by the said the Metropolitan Transportation Commission under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety hereon will pay for the same, in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

of _____ A.D., 2012.

Contractor

Surety

[SEAL]

Attorney in Fact

APPENDIX H, LABOR CERTIFICATION

I am aware of the provisions of Section 3700 of the **Labor Code** which require 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.

_____ Date

_____ (Signature of authorized official)

_____ (Type/print name and title)

**APPENDIX I, TRANSIT HUB MAP
(FOR THIS IFB)**



**APPENDIX J, REGIONAL REAL TIME REQUIREMENTS AND
SPECIFICATIONS (VER.4.3)**

TO 8-06: Regional Real-Time Transit Architecture Design, Procurement and Technical Assistance



Real-Time Transit Information System

REGIONAL REAL-TIME SIGNS REQUIREMENTS AND SPECIFICATIONS

Version 4.3

Prepared for:

Metropolitan Transportation Commission



Prepared by:



Kimley-Horn
and Associates, Inc.

January 11, 2012

REGIONAL REAL-TIME TRANSIT INFORMATION SYSTEM
REGIONAL SIGN REQUIREMENTS AND SPECIFICATIONS

DOCUMENT HISTORY

DOCUMENT DESCRIPTION	DATE	VERSION
FIRST RELEASE OF THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	2/7/2007	1.0
DRAFT UPDATE TO THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	2/26/2010	2.0
SECOND DRAFT UPDATE OF THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	4/1/2010	3.0
THIRD DRAFT UPDATE OF THE REQUIREMENTS AND SPECIFICATIONS	5/4/2010	4.0
SECOND RELEASE OF THE PHYSICAL REQUIREMENTS AND SPECIFICATIONS	8/26/2010	4.1
FOURTH DRAFT UPDATE OF THE REQUIREMENTS AND SPECIFICATIONS	8/4/2011	4.2
FIFTH UPDATE TO THE REQUIREMENTS AND SPECIFICATIONS – ADDED BANDWIDTH AND TESTING GUIDELINES	1/11/2012	4.3

REGIONAL REAL-TIME TRANSIT INFORMATION SYSTEM REGIONAL SIGN REQUIREMENTS AND SPECIFICATIONS

INTRODUCTION

As part of the Regional Real-Time Transit Information System, transit agencies will be sending MTC/511 transit arrival/departure predictions for this information to be made available on the phone and the 511 website. In addition, MTC will disseminate predictions to a network of regional signs located at transit hubs. The transit hub signs will display the predictions for all applicable agencies and routes that service the specific transit hub.

MTC would like to manage the content and format of the messages displayed on the regional signs so that they provide useful and consistent information to Bay Area transit users. As such, MTC, with input from the transit agencies, developed a set of principles to ensure that the signs display the proper information in the agreed upon format.

PROPOSED SYSTEM

Due to the complex nature of trying to maintain consistency of content and format, and the importance to keep costs to the agencies low, it is important to design the system in such a way to best accomplish both goals.

The solution is to send the prediction data to a web server located at the 511 Traveler Information Center (TIC). This web server will be configured such that it will contain separate web pages for each transit hub slated to have signs. At each hub, the regional signs or monitors will be able to display the contents of the web page assigned for that specific hub. The web server will be configurable to allow the maximum control over the content and format of the messages. Some of the configurations will include, but not be limited to:

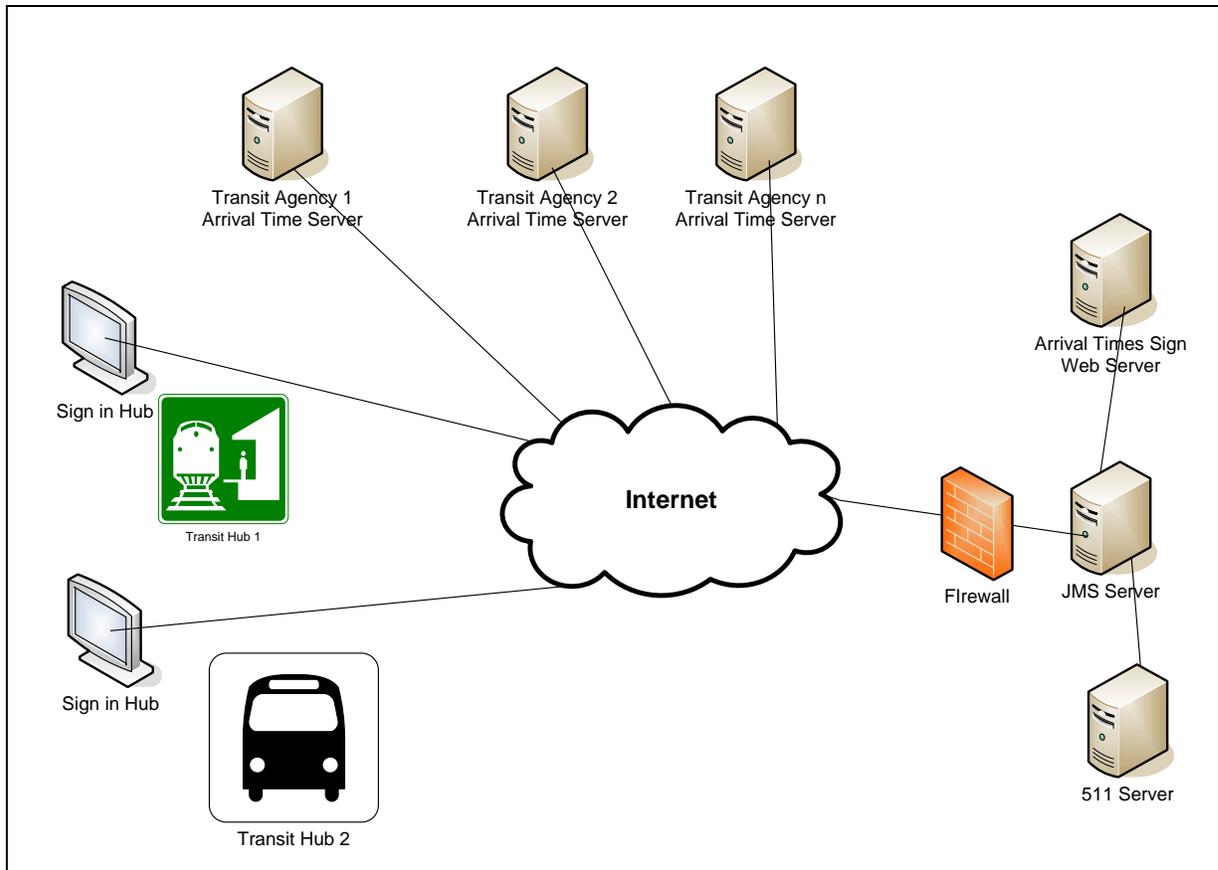
- For each hub: Agency, route and direction to be displayed on each line, and the display order of the routes.
- For the overall system: font, number of predictions per line, colors, display time for each page when alternating pages are used, how far into the future must departure times be for display, timeout values, and error messages.

Some of the benefits of this solution include:

- Reduction of latency: Since there will be no additional communications of data to the hubs, data on the signs will be updated as often as the web pages are refreshed.
- More availability to the public: If desired, the web pages could be made available to the public for display on home computers or PDAs.

The following figure illustrates a high level concept of the proposed regional sign system.

REGIONAL REAL-TIME TRANSIT INFORMATION SYSTEM REGIONAL SIGN REQUIREMENTS AND SPECIFICATIONS



In order to maintain a sense of consistency of the regional signs under the Regional Real-Time Transit Information System, the following sections are minimum requirements and specifications for the signs and the sign controller. In essence, the signs are simply large screen monitors connected to, or integrated with, a computer that displays a specific web page.

SIGN REQUIREMENTS AND SPECIFICATIONS

The following are the mandatory requirements for the regional real-time signs.

1. The regional sign shall have the ability to display the specific contents of a web page generated by a website for real-time transit information.
2. The regional sign shall not be interrupted by any pop-up windows/alerts/messages that automatically appear in front of sign data and interfere with the dissemination of real-time transit information. Specifically, the system with which the sign is connected shall be configured to prevent all pop-up boxes/messages/alerts from automatic software update checks or other software configuration for alerts and messages. Items that normally conduct automatic update checks include, but are not limited to, the following:
 - Windows (the system itself),

REGIONAL REAL-TIME TRANSIT INFORMATION SYSTEM REGIONAL SIGN REQUIREMENTS AND SPECIFICATIONS

- Web browsers (IE, Firefox, etc.)
 - Installed third party software (Adobe, antivirus applications, etc.)
3. The regional sign shall not be interrupted by screen savers or popups of any kind that automatically appear in front of sign data and interfere with the dissemination of real-time transit information. Specifically, the system with which the sign is connected shall be configured to prevent screen savers and popups of any kind from appearing at any time.
 4. The regional sign shall be displayed in full screen format, without the appearance of browser headers and operating system navigation and status bars. The sign display shall be the only item to appear on the screen at all times.
 5. Scrolling-page signs shall not be permitted, but page alternation will be permitted. The display time for each page when pages are alternated will be subject to a pre-defined timer.
 6. The regional real-time display/monitor shall meet the following minimum specifications:
 - Minimum size: 45" diagonal (active display area)
 - Viewing Angles (Horizontal/Vertical): 178 degrees/178 degrees
 - Minimum colors: 16 million
 - Minimum resolution: 1920x1080
 - Contrast Ratio: 2000:1
 - Brightness Levels: Indoor installations = 450 cd/m² (candelas per square meter)
Outdoor installations = 600 cd/m²
 7. The controller (PC) for the regional real-time display/monitor shall include an Internet connection and shall be able to launch and run a standard web browser (i.e., Internet Explorer). There shall be no other use of the PC other than the Internet Connection and display of the real-time transit sign information.
 8. The Internet connection for the Real-time Display (RTD) units shall provide at least 384 kilobits per second (Kbps) of bandwidth. There shall be one or two RTD units per one Internet connection. There shall not be more than two RTD units per one Internet connection.
 9. The regional real-time signs shall be in operation for not less than five years.
Note: Should any regional real-time sign fail, malfunction or cease to display real-time transit information prior to a five-year operating life, the agency shall be responsible for the repair or replacement of the real-time sign. Regional real-time signs that have been in operation for five or more years will be replaced by MTC.

CONSIDERATIONS

The following are specification items that should be considered based on the specific situations at each hub and the locations for the regional signs. These considerations are optional. If an agency decides to not take into account these considerations, the agency is still required to ensure that its signs meet the mandatory requirements listed in section 3 of this document.

Sealed Enclosures

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Depending on the specific location and environmental conditions of the area where the real-time displays will be installed, there will be different recommendations for providing a sealed enclosure to protect the real-time display. The following scenarios describe the various conditions in which the real-time displays could be installed. Included with the descriptions are the sealed enclosure recommendations for the real-time displays under each scenario. Each IP-rated enclosure is sealed and includes a built-in cooling unit. Sections 4.1.1 and 4.1.2 describe the enclosure types in greater detail.

Table 1: Installation Scenarios for Real-Time Displays			
Scenario	Type	Description	Recommended Enclosure
A	Outdoors	The real-time display is installed within an area subject to direct exposure to sunlight and the outside elements including rain, wind, dust, moisture. Temperature conditions can reach in excess of 100 degrees Fahrenheit (38 degrees Celsius).	IP 65
B	Outdoors	The real-time display is installed within a non-sealed (i.e., not IP rated) cabinet, where the cabinet is subject to direct sunlight and exposure to the elements including rain, wind, dust, moisture. Temperature conditions can reach in excess of 100 degrees Fahrenheit.	IP 54
C	Outdoors	The real-time display is installed within a small covered area that is subject to indirect or direct sunlight and exposure to the elements including rain, wind, dust, and moisture. Temperature conditions can reach in excess of 100 degrees Fahrenheit. An example is a small covered area such as underneath an awning where the display will be exposed to outside environment elements.	IP 65
D	Indoors	The real-time display is installed within an indoor environment that is subject to indirect sunlight and exposure to the elements including wind, dust, and moisture, but not rain. Temperature conditions can reach up to 100 degrees Fahrenheit. An example is an area that is covered on most sides, but does not have doors. Thus, this indoor area will not have temperature controls and will be subject to some of the outside environment elements.	IP 54

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Scenario	Type	Description	Recommended Enclosure
E	Indoors	The real-time display is installed within a non-sealed (i.e., not IP rated) cabinet in an indoor area, where the cabinet is subject to wind, dust, moisture, and indirect sunlight, but not rain. Temperature conditions can reach up to 100 degrees Fahrenheit. An example is an area that is covered on most sides, but does not have doors. Thus, this indoor area will not have temperature controls and will be subject to some of the outside environment elements.	IP 54
F	Indoors	The real-time display is installed within a controlled environment that experiences low moisture, low wind, and no direct or indirect sunlight. Temperatures are controlled and can reach no higher than 80 degrees Fahrenheit (27 degrees Celsius).	None

The IP ratings are intended to protect the highly sensitive electronics of the display and the display controller (i.e., PC) from the elements. The following are the requirements for the IP ratings of the display enclosure.

4.1.1 Enclosures with an IP65 Rating

This is the highest form of protection for the real-time displays. The enclosure provides the only form of protection for the display monitor, embedded PC and any peripheral equipment. And, as the enclosure includes a cooling unit, it also provides the only form of climate control for the displays, which may generate and be exposed to high levels of heat.

The real-time displays should be installed in an IP65 rated enclosure when the display assembly (display and enclosure) is installed in an outside environment subjected to all of the elements in particular rain, dust and moisture. Outside environments include sidewalk and planter areas, medians, uncovered parking lots, uncovered pier areas, bus shelters, transit center bus platforms (covered or uncovered), and any situation where the enclosure is in a outdoor environment as described in Section 4.1.

4.1.2 Enclosures with an IP 54 Rating

This is the second highest form of protection for the real-time displays. The enclosure provides protection from moisture and some protection from dust, wind, and little protection from rain. Dust may enter the enclosure in dusty and windy environments, and water will get through during washdown of water (i.e., rain). The enclosure also includes a cooling unit.

REGIONAL REAL-TIME TRANSIT INFORMATION SYSTEM REGIONAL SIGN REQUIREMENTS AND SPECIFICATIONS

The real-time displays should be installed in an IP54 rated enclosure when the display assembly (display and enclosure) is installed in an outside environment but has some form of additional protection from the outdoor elements. The additional protection items could include a non-sealed enclosure such as a Transit Information Display case, a covered walkway area that has walls covering most sides but does not have doors (e.g., pedestrian underground walkway areas, unpaid areas of BART).

Anti-Glare

Anti-glare screen elements should be provided for those hubs that will have regional signs subject to indirect lighting or sunlight where the glare will have visual impacts to reading the display contents.

Wireless Connectivity

Each real-time display should be capable of wireless connectivity (802.11) where applicable. This is essential for those hubs that do not have a wired network environment and thus the most practical means of a networked connection is using wireless connectivity.

Sign Controller

The real-time displays in a specific hub can be networked together and utilize a single Internet connection. It is preferable to have all of the regional real-time displays within a hub to be networked together in order to have a single point of communications to the 511 system to reduce communications costs.

Other considerations for the sign controller include the following minimum specifications:

CPU: 2.5GHz dual core or similar

Memory: 4GB RAM

Ethernet: 10/100 network interface card (RJ-45)

Connectors: EIA-232 (2 ports), USB (2 ports)

Keyboard/mouse: USB

Operating temperature: -10 to +50 degrees Celsius (+14 to +122 degrees Fahrenheit)

Humidity Operation: 5~90% non condensing

Hardware Drive: 50GB

Combination CD RW/DVD ROM drive

The sign controller should include a standard port to connect to a display monitor such as an HD15 port. Other ports that could be included are DVI, composite and SD video ports.

Sign Controller and Monitor Distance

The cable that connects the monitor with the sign controller should be a high bandwidth, shielded cable capable of carrying the video signals for the pixel resolution (e.g., VGA, Wide XGA) of the proposed display/monitor.

It is preferred that the distance between the monitor and the sign controller be 10 feet or less. This distance takes into account all of the cable routing distance including twists and bends which may yield and final video cable length can be up to 15 feet or even slightly more. Specialized video cables can be used for longer cable lengths. However using longer specialized video cables will require signal converters at each end of the cable.

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REVIEW/APPROVAL PROCESS

There are two MTC reviews to be performed and approved by MTC's Hub Signage Program Manager. The first review is of an agency's plans and/or details for its regional real-time signs. The review shall take place before an agency purchases any sign-related hardware.

Submitted details shall list the proposed sign's specifications and explain plans for how sign will comply with all other, non-specification-based requirements.

MTC shall sign off on the agency's compliance with the mandatory requirements and specifications listed in Section 3. This review is strictly for compliance with the mandatory elements.

MTC will also review for the "consideration" elements and provide input to the agencies. This input is intended to provide guidance on potential considerations that could increase the operating life of the real-time signs proposed by the agencies.

The second MTC review and approval shall be of an agency's test results from the test plan found in Appendix A. Passing the test plan will ensure an agency's compliance with Section 3's requirements. The testing will occur after the installation of an agency's RTDs. Agencies shall submit testing results to MTC's Hub Signage Program Manager.

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Appendix A – Real-time Display Test Plan

Upon installation of the RTD unit(s), testing shall commence to verify their proper operation. The test process shall be in accordance with the following test plan. The plan is intended to be the minimum necessary to verify proper operations of the RTD units. Transit agencies are encouraged to expand upon the steps to further test the performance and operation of the RTD units.

- a) Verify that all popups, screen savers and any other automated scripts are turned off.
- b) Launch the internet browser on each unit and enter the URL provided by 511 for use with the specific sign being tested.
- c) Confirm that the RTD unit is displaying the correct webpage for the specific hub site.
- d) Operate the RTD unit and display the contents of the 511-provided webpage continuously for a period of not less than seven (7) consecutive calendar days.
- e) Verify that, over the course of the seven consecutive calendar days, the RTD unit has not stopped displaying the 511-provided webpage and has not been interrupted by any pop-ups or screen savers. If the display has stopped or if pop-ups and/or screen savers have launched, address the issue and repeat steps A through E until the unit successfully displays the 511-provided page, without interruption, for seven consecutive days.
- f) Confirm that no more than two (2) RTD units are connected to one Internet connection.
- g) Verify that the available Internet bandwidth for each Internet Connection meets or exceeds the 384 Kbps minimum when up to two (2) RTD units are using the same Internet connection.
- h) Verify that the operating temperature within the IP-rated case meets the display manufacturer's acceptable operating temperature limits regardless of the outside ambient temperature during the seven day test period.
- i) Verify that the inside of the RTD enclosure is not accumulating dust or moisture during the seven day test period.