

REQUEST FOR PROPOSAL

FOR

HVAC System Replacement

Solano County Transit (SolTrans) Vallejo, California

SOLICITATION NO. 2022-RFP-04

PROPOSALS DUE June 30, 2022

ISSUED FOR SOLICITATION

June 6, 2022

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I. NOTICE OF PROPOSAL REQUEST

NOTICE IS GIVEN that the Solano County Transit (SolTrans), a Joint Powers Authority, is requesting proposals from qualified firms (hereafter referred to as "Proposer/s") to provide services for the HVAC System Replacement. All proposals shall be submitted in response to the conditions of this "REQUEST FOR PROPOSALS" for HVAC System Replacement (hereinafter referred to as RFP)," dated June 6, 2022, said RFP being on file in the offices of SolTrans located at 311 Sacramento Street, Vallejo, California, 94590.

Proposals must be submitted and appropriately labeled as described in the Section entitled Schedule and Submittal Instructions. Proposals must be received at the offices of SolTrans, on or before June 30, 2022 2:00 p.m. Pacific Daylight Time (PDT)

Proposals received after June 30, 2022 2:00 p.m. Pacific Daylight Time may be returned unopened.

A. OBTAINING DOCUMENTS

Proposal documents may be obtained electronically online at:

soltrans.org/resources/doing-business-with-soltrans/procurements/

B. VALIDITY OF PROPOSALS

Proposals and subsequent offers shall be valid for a period of not less than one hundred twenty (120) days after proposal deadline.

C. NON-MANDATORY PRE-PROPOSAL CONFERENCE/WALKTHROUGH

A non-mandatory pre-proposal conference/walkthrough will be held on Wednesday June 15, 2022 at 12:30 p.m. PDT at 311 Sacramento Street, Vallejo, CA 94590.

Due to COVID-19 SolTrans will be requiring that only 2 members of the Proposer's team may attend the pre-proposal walkthrough and all persons will be required to wear face masks and practice social distancing while on SolTrans property.

Only questions and answers issued in writing and/or posted on the SolTrans website by SolTrans will be binding on SolTrans. Oral and other interpretations or clarifications, including those provided at the pre-proposal conference/walkthrough (if one is scheduled) will be without legal effect.

It is the responsibility of the Proposer to review all information provided in the RFP documents, including all appendices, attachments, and addenda. It is SolTrans' expectation that all scope of work elements identified in this RFP will be addressed.

D. PROPOSAL INQUIRIES AND CONTACTS

Inquiries may be submitted via email, personal delivery, by mail (return receipt requested). Proposal inquiries submitted by personal delivery shall be deemed received at the date and time of delivery. SolTrans is under no obligation to consider any proposal inquiries that are not submitted as provided herein.

More information, and all communications regarding this Request for Proposal, including those seeking clarification of the RFP documents, must be submitted in writing (email preferred), and directed to:

Patricia Carr General Services Manager 311 Sacramento Street Vallejo, CA 94590 procurements@soltransride.com (707) 656-2012

All emails sent to SolTrans and/or its Project Manager are the sole responsibility of the PROPOSER to confirm receipt and must include the solicitation number in the subject line.

E. EQUAL EMPLOYMENT OPPORTUNITY AND DBE/SBE REQUIREMENTS

It is SolTrans' policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability or other protected class in the performance of SolTrans contracts.

Although there is no specific goal or requirement to include Disadvantage Business Enterprises (DBE) for this project, SolTrans highly encourages the participation of Disadvantaged Business Enterprises (DBE). SolTrans encourages all prime Contractors to utilize qualified SBE (Small Business Enterprise) sub-Contractors on SolTrans projects, and promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods or services sought is reasonable.

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SECTION 1. GENERAL INFORMATION AND CONDITIONS

1.1 INTRODUCTION

SolTrans is issuing this Request for Proposals (RFP) to select a firm using Best Value Procurement Guidelines for HVAC System Replacement. The goal of this solicitation is to enter into a Contract with the firm that will be able to best meet SolTrans' requirements and deliver the project successfully.

SolTrans has prepared a Scope of Services (see Section 7) and a Sample Contract (see Appendix B) that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual requirements.

Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the attached Sample Contract. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to, information relating to the contractor's capability, experience, financial resources, management structure and key personnel, and other information as specified in Section Four (4) or as required elsewhere in this RFP.

Solano County Transit is referred to as "SolTrans". Proposers are referred to as the "PROPOSER" or "Bidder" or "Contractor" or "CONTRACTOR".

1.2 ORGANIZATION OF THE RFP

The RFP is organized into seven (7) sections and Appendices.

Section 1 consists of information regarding the introduction and purpose, RFP organization, SolTrans' rights, PROPOSER responsibilities, contact restrictions, consequence of proposal submission, and cost of submitting proposals.

Section 2 contains background information, including relevant project and other related information.

Section 3 identifies the procurement schedule and proposal submittal instructions.

Section 4 provides instructions on the required content of the proposals.

Section 5 describes the evaluation and selection process and criteria.

Section 6 identifies the protest procedures.

Section 7 describes the scope of services SolTrans is requesting to be performed.

The appendices contain additional information required for proposal preparation including the Required Forms, and the Sample Contract.

1.3 SOLTRANS' RIGHTS

SolTrans' rights include, but are not limited to, the following:

- □ Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- Withdrawing, reissuing or modifying the RFP.
- Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- Executing a Contract with a PROPOSER on the basis of the original written proposal (without conducting interviews) and/or any other information submitted by the PROPOSER during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of SolTrans.
- Proposals shall be evaluated on a "Best Value" basis. This solicitation will utilize the Federal Transit Administration's (FTA) Best Practices Manual's definition of "Best Value" as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

- SolTrans may, but is not bound to, commence negotiations with selected PROPOSERS deemed by SolTrans to be within the "competitive range". The "competitive range" will consist of those proposals which have a reasonable chance, following committee evaluation of proposals in accordance with the published RFP evaluation criteria, of being selected for award. The competitive range may be selected and refined by the selection committee at any time following initial review of the written proposals.
- SolTrans reserves the right to audio and video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERs and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the notice of intent to award is issued with the exception of open public meetings.

1.4 **PROPOSERS' RESPONSIBILITIES**

It is the responsibility of each PROPOSER to:

- Examine this RFP, including all appendices and the attached Sample Contract, thoroughly. The PROPOSER's failure or neglect to receive and/or examine any of the contract documents contained in this RFP shall in no way relieve them of any oblilgation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any of the contract documents.
- Register as a SolTrans Vendor at <u>https://soltrans.org/resources/doing-business-with-soltrans/vendor-registration/</u>
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.
- Clarify, with SolTrans, any conflicts, errors, or discrepancies in this RFP prior to the Proposer Questions/Clarifications submission deadline as provided in the RFP Schedule.
- Agree not to collaborate or discuss with other PROPOSERs the content of the proposal or service fees proposed.
- Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- Each PROPOSER shall use mail, fax, email or other delivery method or mechanism at its own risk, and SolTrans shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.
- □ PROPOSERS must submit its proposal for the entire scope of services.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has reviewed all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Contract and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the

Contract; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and SolTrans. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- SolTrans shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by SolTrans obligates the PROPOSER to enter into a Contract with SolTrans for the performance of the services chosen by SolTrans at its sole discretion.
- The Contract shall not be binding or valid against SolTrans unless and until it is executed by SolTrans and the selected PROPOSER, and any required bonding, insurance, or other surety guarantee has been accepted by SolTrans.
- The proposals received shall become the exclusive property of SolTrans. At such time as a Notice of Intent to Award is issued, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public record, with the exception of those elements in each proposal which are trade secrets as that term is defined in Government Code section 6254.7 and which are so marked as "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY". Every page of the proposal containing such information shall be clearly marked as such on the top of each page containing information corresponding to the designation. However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. SolTrans shall not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of SolTrans or its officers, agents or employees.

1.6 COST OF SUBMITTING PROPOSALS

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to SolTrans. SolTrans will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with SolTrans.

1.7 CALIFORNIA LABOR CODE COMPLIANCE AND PREVAILING WAGE

Prior to submitting a proposal, the Contractor and subcontractors must be registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5, subject to limited legal exceptions under Labor

Code section 1771.1. If awarded a contract, the successful Proposer and its subcontractors of any tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

The successful Proposer and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

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SECTION 2. BACKGROUND

This section includes background information relevant to the scope of services. Please note that the descriptions provided are for informational purposes only. SolTrans does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

2.1 AGENCY DESCRIPTION

SolTrans is a Joint Powers Authority that provides public transportation to the Southern Solano County Cities of Vallejo and Benicia.

The SolTrans Joint Powers Agreement was approved in the Fall of 2010 by the City of Benicia, the City of Vallejo, and Solano Transportation Authority (STA) to build a unified public transit system in Southern Solano County. On July 1, 2011, SolTrans officially assumed responsibility for transit operations and all its related public transit programs, previously provided for by its member cities of Vallejo and Benicia.

SolTrans provides local and express bus service to the Solano County Cities of Vallejo, Benicia, Fairfield, and Suisun City, with regional connections to rapid transit service in the Contra Costa County communities of El Cerrito and Walnut Creek.

The SolTrans fixed route fleet consists of 21 diesel hybrids, 1 compressed natural gas, and 4 battery electric buses for local service, and 16 commuter coaches for express service, which are powered by compressed natural gas. SolTrans will also be taking delivery of 1 new electric commuter coach in October 2022 and 5 new CNG commuter coaches by November of 2022.

In addition to fixed route service, SolTrans provides ADA complementary paratransit bus service, and partners with STA and the County of Solano to administer Local and Intercity Taxi programs and a subsidized Lyft program. The ADA Paratransit fleet consists of 10 gasoline and 2 compressed natural gas fueled cutaway vehicles.

ORGANIZATIONAL STRUCTURE

There are 13 staff that work directly for SolTrans. SolTrans contracts with a third-party contractor, currently Transdev, to perform the operations and maintenance services function of the transit system. Transdev employees consist of management personnel, drivers, road supervisors, dispatchers, customer service representatives, mechanics for vehicles, bus stop maintenance, and building maintenance for the Operation and Maintenance Facility at 1850 Broadway Street, Vallejo. Customer service functions are performed at the Vallejo Transit Center (VTC), Operations and Maintenance Facility and Curtola Park & Ride.

2.2 PROJECT DESCRIPTION

Solano County Transit (SolTrans) is soliciting proposals from qualified firms to provide services for the HVAC System Replacement. The work to be performed under this contract consists of furnishing all labor, insurance, materials and equipment specified in the Scope of Service section of the RFP.

SOLTRANS is seeking a qualified HVAC contractor to facilitate the replacement of the current HVAC system in operation located at 311 Sacramento Street, Vallejo CA. The overall goal of the project is to install an HVAC system that is responsive to year-round temperature fluctuations within the workplace with simultaneous cooling and heating operations that can be selected individually for each indoor unit to provide a comfortable room environment in each room by accommodating widely varying temperatures among them.

The current system consists of a hot water condensing type boiler with heat pump units. The design does not consistently maintain a comfortable temperature. Additionally condensation from interior exposed pipe drips onto office equipment, furniture and electronics. The as-builts drawing of the system currently in place is provided in Appendix C.

The resulting contract will be for a Firm-Fixed Price (FFP) contract. The successful Proposer shall complete the work by December 15, 2022 and the Contract shall commence from the date of contract execution. The contract may expire earlier upon successful completion and acceptance of the work. All work and pricing under the resulting contract shall be based on Contractor's price proposal. Specifications and requirements are contained in the Scope of Work section.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein including any general information pertinent to proposal preparation. The specifications and scope of services described in this RFP shall become part of the agreement awarded to the successful Contractor. The Contractor is expected to complete all work, tasks and services described in this RFP, including those tasks described in its proposal to SolTrans, which will become part of the contract and scope of work.

The scope of services in Section 7 of this RFP describes the services required by SolTrans in more detail.

SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS

3.1 SCHEDULE

SolTrans will attempt to adhere to the following schedule. This schedule may change due to unforeseen circumstances and at SolTrans' sole discretion. Changes will be conveyed to PROPOSERS at the earliest opportunity possible through written addenda.

Activity	Date	Time (PDT)
Request For Proposal Release Date	June 6, 2022	
Non-mandatory Pre-Proposal Conference/Walkthrough	June 15, 2022	12:30 PM
Deadline for written Technical Clarifications/Questions	June 20, 2022	2:00 PM
Response to Written Technical Questions	June 23, 2022	
Proposals Due from PROPOSERS	June 30, 2022	2:00 PM
Proposal Evaluation & Interviews (only if required)	July 1,5-6, 2022	
Best and Final Offer Due, (Only If Required)	July 8, 2022	
Notice of Intent to Award	July 11, 2022	
Projected Contract Award Date (SolTrans Board Approval)	July 21, 2022	
Contract Start Date	August 1, 2022	

NOTE: All dates following proposal submission date are estimated and are subject to change.

3.2 DUE DATE AND PROPOSAL SUBMISSION

Proposals must be received by SolTrans no later than 2:00 p.m. PDT on Thursday, June 30, 2022. Proposals must be submitted electronically via email to <u>procurements@soltransride.com</u>. Emails must include in the subject line the Solicitation Number and Project Name for this procurement. All electronic submissions of Technical and Price proposals must also be submitted as two separate PDF files and clearly identified in the respective file names. Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days.:

SolTrans ATTN: Patricia Carr, Project Manager 311 Sacramento Street, 2nd Floor Vallejo, CA 94590 procurements@soltransride.com (707) 656-2012

3.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference/walkthrough will be held on Wednesday June 15, 2022 at 12:30 p.m. PDT at 311 Sacramento Street, Vallejo, CA 94590.

It is the responsibility of the Proposer to review all information provided in the RFP documents, including all appendices, attachments, and addenda. It is SolTrans' expectation that all scope of work elements identified in this RFP will be addressed.

3.4 WRITTEN QUESTIONS & CLARIFICATIONS

PROPOSERS may submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and appendices. All written questions and requests for clarification must be received no later than 2:00 p.m. on the date listed in the RFP Schedule.

The preference for method of submission of written questions is via email and addressed to:

Patricia Carr General Services Manager procurements@soltransride.com

SolTrans will not respond to questions received after the time and date listed in the RFP Schedule. Due consideration will be given to the time it may take to respond to SolTrans' final responses to questions. All written questions and any changes, interpretations, or clarifications considered necessary by SolTrans in response to PROPOSER questions will be posted online as addenda at the following website address:

soltrans.org/more/resources/doing-business-with-SolTrans/procurements

Only answers issued in writing and/or posted on the SolTrans website by SolTrans will be binding on SolTrans. Oral and other interpretations or clarifications, including those provided at the pre-proposal conference/walkthrough (if one is scheduled) will be without legal effect.

3.5 INTERVIEWS

SolTrans reserves the right to base its decision solely on the written proposals without performing interviews. PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSERS shall be prepared to attend an interview with the Evaluation Committee, ONLY if one is required. The PROPOSER's selected team or individual must be available to answer questions at the interview and may be questioned individually. Due to COVID-19, all interviews (ONLY if required) will be conducted via a virtual meeting.

SolTrans reserves the right to audio and/or video record any and all live meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process.

The interview, only if interviews are required, will occur in accordance with the RFP Schedule. The PROPOSER will be advised of the specific time and place. PROPOSERS will be provided information with regard to specific accommodations that will be made when they are provided the specific place and time of interviews. Submission of a proposal does not guarantee the Proposer an interview.

3.6 ACCURACY IN REPORTING REQUESTED INFORMATION

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will, at the sole discretion of SolTrans, be grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by SolTrans will be, at SolTrans' sole discretion, grounds for default.

SECTION 4. PROPOSAL REQUIREMENTS

4.1 PERFORMANCE REQUIREMENT

The successful PROPOSER (hereafter "CONTRACTOR") will be required, at all times during the term of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor and supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services. The CONTRACTOR shall conduct all work in the CONTRACTOR's own name and as an independent contractor, and not in the name of, or as an agent for SolTrans.

4.2 PROPOSAL FORMAT, PAGE LIMITATION, AND CONTENT

Proposals shall be submitted in 8-1/2 x 11" paper size and typed in 12-point font. Pages must be numbered and limited to 20 pages unless otherwise specified in the Solicitation. The 20-page limitation does not include the Cover Letter/Letter of Transmittal, SolTrans Forms and Certifications, Resumes and Price Proposal.

PROPOSERS are advised to be concise in narratives and presentations and to refrain from including any unnecessarily elaborate or promotional material. Information shall be presented in the order in which it is requested.

Any proposal that fails to include any of the elements described in this Section 4, or as required elsewhere in the RFP, is subject to being deemed technically unacceptable and non-responsive, and may be eliminated from further consideration. However, SolTrans also reserves the right to waive any immaterial technical variations in its sole discretion.

4.3 TECHNICAL PROPOSAL REQUIREMENTS AND CONTENT

To be considered, the PROPOSER's technical proposal must address the requirements of the scope of services and shall include the following items for it to be considered complete and responsive.

- A. Cover Letter that provides the following information:
 - a. Identification of the offering firm that would sign a Contract if one is negotiated for this project, including name, address and telephone number;
 - b. Description of type of business organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting proposal;
 - c. Proposed working relationship among offering firms (e.g., prime/sub), if applicable;
 - d. Name, title, address and telephone number of main contact person during the period of proposal evaluation;
 - e. A written statement warranting that the requirements of the project as described in this RFP, its appendices and all addenda, by listing all addenda and dates received hereto, have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
 - f. A statement to the effect acknowledging the proposal and all its contents, costs, and services fees shall remain valid for a period of not less than 120 days from the date of submittal; and
 - g. Signature of a person authorized to bind the offering firm to the terms of the proposal.
- B. Technical Proposal

The proposal responses shall be organized in identifiable sections as outlined below so that all requested information can be readily found.

- a. Company Information: Description of firm, size, and years in business.
- b. Qualifications and Experience: A statement that the firm is properly qualified to perform the work described in this RFP. This section should describe the

PROPOSER's background and experience in providing the services required in this RFP for a public transit agency. Include any competitive advantages over other firms in the same industry; strength and financial stability. Provide a list of at least three (3) projects of relevance or similar work currently being performed or recently completed within the last three (3) years, and should include the following information:

- i. Name, address, and telephone number of the responsible contact person of the organization.
- ii. Cost of the contract
- iii. Contract dates
- iv. Types of services provided
- v. Status of the contract
- c. Work Plan: This section should include a complete work plan that describes the methods and processes used by the PROPOSER to provide the services described in the Scope of Services contained in this RFP. The PROPOSER's work plan shall include the following information:
 - i. Name, title, telephone number and years of experience of the proposed Project Manager and Site Supervisor, and other staff to be assigned to this contract.
 - ii. Description of the PROPOSER's Quality Control Program.
 - iii. Proposed solution, products, parts, materials, and equipment
 - iv. Project installation schedule
- C. Completion and Inclusion of All Required Forms
 - a. Acknowledgement of receipt of RFP addenda (if any);
 - b. Complete the Non-Collusion Affidavit (Appendix B Required Forms)
 - c. Complete the Certification of Primary Participant Regarding Responsibility Matters (Appendix B – Required Forms)
 - d. Complete the Listing of Subcontractors/DBE-SBE Utilization Form (Appendix B Required Forms)

4.4 PRICE PROPOSAL REQUIREMENTS AND CONTENT

The following items must be included in the PROPOSER's price proposal for it to be considered complete and responsive.

A. PRICE PROPOSAL

PROPOSER shall provide Price proposals which shall include a proposed not-toexceed amount for the scope of work as described in this RFP. Prices shall include all labor, overhead, materials, city permits, profits, taxes, travel, and insurance, etc. All cost elements that make up the total price must be itemized by equipment, documentation and training, support/maintenance, installation/engineering, and misc./other. Price proposals shall be submitted as per the instructions in Section 3.2.

4.5 INSURANCE

SolTrans requires the successful Contractor to obtain and maintain insurance throughout the contract term, as described in the attached Sample Contract in Appendix B. The required insurance certificates must be provided for in accordance with all requirements described in the Sample Contract and shall be furnished prior to the execution of a Contract.

4.6 WILLINGNESS TO ACCEPT PROPOSED ARRANGEMENTS

Submission of a proposal constitutes an offer to enter into a binding legal contract with SolTrans on all of the terms specified in this RFP, including all Addenda and Appendices.

SECTION 5. EVALUATION AND SELECTION

5.1 EVALUATION AND SELECTION PROCESS

Proposals submitted in response to this RFP will be evaluated by the Evaluation Committee established by SolTrans, in accordance with the criteria and procedures set forth in this Request for Proposals. This section incorporates those rights and procedures noted in RFP Section 1.3 - SolTrans' Rights.

The primary desire of SolTrans for this procurement is to ensure an award will be made based on the highest quality of service that best matches SolTrans' requirements using the Best Value methodology.

The Evaluation Committee will submit its recommendation to the Executive Director or SolTrans Board of Directors for an award to be made based upon the Evaluation Committees' determination of the responsive and responsible Proposer whose proposal is most advantageous to SolTrans.

5.2 EVALUATION CRITERIA

The following items constitute the evaluation criteria (and their respective weights), which SolTrans will use in evaluating proposals submitted in response to this RFP.

Responsiveness to the RFP (5 Points)

Completeness of responses in accordance with the RFP instructions and requirements.

Qualifications, Experience and Past Performance (25 Points)

Qualifications and experience of the Proposer, including appropriate licensing and suitable references.;

Applicant's ability to provide the requested services by December 15, 2022 (25 Point)

Understanding of Scope and Approach to Providing Services (20 Points)

Understanding of the Agency's requirements and all critical elements of the work described in the scope of services; Overall approach, quality, clarity and specificity of work plan for the proposed services and materials.

Price Proposal (25 Points)

Reasonableness of pricing; Competitiveness of price proposal with other offers received; *Note that SolTrans operates under a budget that is approved annually in June, with the current budget period running from July 1, 2022 through June 30, 2023. SolTrans is committed to remaining within budget parameters, and is seeking competitive bids for the project.

*NOTE: PROPOSERS who remain in the competitive range following the initial evaluation of written proposals may be invited (only if interviews are required) to demonstrate their qualifications, experience and project approach before the Evaluation Committee. There will not be a separate "interview" score. The Evaluation Committee may raise or lower criteria scores based on information and clarifications gained during the interview process. Reasons for such changes will be documented.

SolTrans reserves the right to make an award solely on a PROPOSER's' written proposal alone, and is not required to conduct interviews or negotiations.

5.3 NOTIFICATION TO UNSUCCESSFUL PROPOSERS

All PROPOSERS shall be notified of SolTrans Evaluation Committee's recommendations by way of a Notice of Award (this will serve as the final committee recommendation) within five (5) working days of said recommendation.

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SECTION 6. PROTEST PROCEDURES

6.1 **DEFINITIONS**

The following terms, as may be used in this section, are defined below:

- a. "Proposal" refers to an offer or proposal as used in the context of this Request for Proposals.
- b. "Day" refers to working day of SolTrans, where SolTrans Administrative Office, located at 311 Sacramento Street is open to the public.
- c. "Date of Notification of Intent to Award" refers to the calendar date that SolTrans communicates to PROPOSERS which proposing firms, corporation, partnership or individual are recommended for award.
- d. "File" or "Submit" refers to date and time of receipt by SolTrans of protest materials.
- e. "Interested Party" means an actual or prospective PROPOSER whose direct economic interest would be affected by the award of Contract or by failure to award Contract.
- f. "Protester" refers to interested party filing a protest or appeal.
- g. "FTA" means Federal Transit Administration.

6.2 **PROTEST PROCEDURES**

Filing Procedure:

Protests dealing with restrictive specifications or alleged improprieties in solicitation must be filed no later than ten (10) working days prior to bid opening or closing date for receipt of proposals. Any other protest must be filed no later than three (3) working days after:

1. Notification of Intent to Award is issued for award of contract if the contract is awarded by SolTrans Board per staff recommendation; or

2. Notification of Award is issued if the SolTrans Board has delegated award authority to the Purchasing Agent or SolTrans Board does not award the contract according to the Notification of Intent to Award.

Protests shall be in writing and addressed to the Executive Director.

The protest shall identify the protestor, contain a statement officially declaring a protest and describing the reasons for the protest, and provide any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified above. The protest shall indicate the ruling or relief desired from SolTrans.

Confidentiality:

Materials submitted by a protester will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protest contains proprietary material, a statement advising of this fact may be affixed to the front page of the protest document and the alleged proprietary information must be so identified wherever it appears.

Withholding of Award:

When a protest is filed before opening of bids or closing date of proposals, the bids will not be opened prior to resolution of the protest, and when the protest is filed before award, the award will not be made prior to resolution of the protest, unless the Awarding Authority determines that:

- a) Items to be procured are urgently needed, or delivery or performance will be unduly delayed by failure to make award promptly; or
- b) Failure to make award will cause undue harm to SolTrans.

In the event an award is to be made while a protest is pending, the Federal Transit Administration shall be notified if Federal funding is involved.

Processing the Request:

- a) The Executive Director shall respond to the protestor within five (5) working days of receiving the protest. A conference on the merits of the protest may be held with the protester.
- b) Any additional information required by SolTrans from the protester shall be submitted as expeditiously as possible, but no later than three (3) days after receipt of such request.

Notification:

The Executive Director shall notify the protester of a decision regarding the protest no later than ten (10) days following receipt of all relevant information.

Appeal:

If a protester is not satisfied with the decision made by the Executive Director the protester may appeal the decision to the Awarding Authority by way of a letter to the Executive Director no later than three (3) working days after notification of denial of the protest by the Executive Director.

If Federal funds are involved, the protester may file protest with the FTA appealing the final decision of the Awarding Authority. Review by FTA will be limited to:

- a) Violation of Federal law or regulations.
- b) Violation of SolTrans' protest procedures described herein, or failure by SolTrans to review protest.

Protests must be filed with FTA (with a concurrent copy to SolTrans) within five (5) days after the Awarding Authority renders a final decision, or five (5) days after the protester knows, or has reason to know, that the Awarding Authority failed to render a final decision. After five (5) days, SolTrans will confirm with FTA that FTA has not received protest on the contract in question.

Circular 4220.1F, the FTA's Third Party Contracting Guidance, is available for review at SolTrans' office. A copy may be obtained from FTA at the following address:

Federal Transit Administration San Francisco Federal Building Region IX 90 7th Street Suite 15-300 San Francisco, California 94103

SolTrans shall not be responsible for any protests not filed in a timely manner with FTA.

In the event an award is to be made while a protest is pending, the FTA shall be notified if Federal funding is involved.

SECTION 7. SCOPE OF WORK

NOTE: For the purposes of Section 7 "Scope of Services," the term "Contractor" or "Consultant" represents the successful PROPOSER(S).

7.1. OVERVIEW

The scope of services in this Section 7 describe the required services to be provided by the Contractor during the term of the Contract. The Contractor shall supply all labor, materials, tools, equipment, and including the disposal of used material to perform and deliver the services required under this contract.

SOLTRANS is seeking a qualified HVAC contractor to facilitate the replacement of the current HVAC system in operation located at 311 Sacramento Street, Vallejo CA. The overall goal of the project is to install an HVAC system that is responsive to year-round temperature fluctuations within the workplace with simultaneous cooling and heating operations that can be selected individually for each indoor unit to provide a comfortable room environment in each room by accommodating widely varying temperatures among them.

The current system consists of a hot water condensing type boiler with heat pump units. The design does not consistently maintain a comfortable temperature. Additionally condensation from interior exposed pipe drips onto office equipment, furniture and electronics. The as-builts drawing of the system currently in place is provided is provided in Appendix C.

7.2. TASKS AND DELIVERABLES SPECIFICATIONS

7.2.1 Tasks

- A. The proposer is expected to provide all the necessary labor, tools, equipment, materials and necessary permits and warranties for the installation of a replacement HVAC system as detailed in the ESSENTIAL COMPONENTS AND FEATURES SECTION.
- B. The proposer shall create and provide all electrical and mechanical drawings required to obtain permits.
- C. The proposer shall provide documentation and training to local staff on normal operations of the systems
- D. The proposer shall coordinate with the SolTrans Project Manager to minimize workplace disruption. The offices on the 2nd floor are open Monday-Friday from 7:30 a.m. to 5:30 p.m. and employs 8 individuals. The work areas on the first floor are open from 05:00 am to 11:45PM Monday – Friday and 07:30 to 11:00 pm Saturday and Sunday for bus drivers.

7.2.2 Deliverables

- A. Installed and operational HVAC
- B. Manuals and documentation for all components of the system
- C. Testing and commissioning of the HVAC system
- D. Provide maintenance and support documents for all components of the system
- E. Offer a maintenance plan

7.3 DESIRED ESSENTIAL COMPONENTS AND FEATURES

- a) FUJITSU AIRSTAGE VRF- Heat Recovery Type VR-II Series Air Cooled Outdoor Unit AOUA120TLBV (208/230V-3Ph) -HEAT RECOVERY System: Simultaneous cooling and heating operation by a single refrigerant system. Cooling and heating operation can be selected individually for each indoor unit to provide a comfortable room environment in each room by accommodating widely varying temperatures among them.
- b) (3) Branch Selector RB UNIT Boxes Heat Recovery (208/230V/1Ph) (3) 4 port & all needed separation tubes included.
- c) (11) FUJITSU Airstage ASUA & ASUB wall mounted indoor units (208/230V/1Ph)
- d) (1) VRF Control-Centralized Remote Controller to control all indoor units to be installed upstairs in IT/Server Room.
- e) (1) FUJITSU HALCYON AOU12RL2 & ASU12RL2 Separate mini split system indoor/outdoor unit for IT/Server Room.
- f) All Equipment pads and isolation required
- g) All Refrigerant piping and pipe insulation, as required
- h) All Electrical and Plumbing connections to new systems required
- i) All FUJITSU Airstage communication control wiring required
- j) All Condensate drain connections/condensate pumps required
- k) All supports and hardware required
- I) Partial Demo and disposal of rooftop existing boiler & cooling tower. Partial demo of some pipping systems to make room for new refrigerant pipe running. All indoor water source air handler heat pumps to remain in place with all ducting to remain. These units will be used only for proper air circulation and to remain compliant with Title 24 Outside air requirements in commercial building spaces. Heating & Cooling capabilities for these existing and remaining water source air handlers to be eliminated. Fire/smoke tie in with existing air handlers will not be touched and will remain in place and operable along with the Delta control system in electrical room downstairs.

m) Domestic water to boiler loop & cooling tower loop to be turned off, drained of existing water and be capped off. Therefore the contractor is expected to coordinate with the SolTrans project manager to schedule work in individual offices and work areas.

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APPENDIX A – REQUIRED FORMS

FORM -1 Acknowledgement of Addenda

The following form shall be completed and included in the price proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included by the PROPOSER with the proposal.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

PROPOSER :		
	Name	
		Street Address
		City, State, Zip
		Signature of Authorized Signer
		Title
		Phone

FORM 2 – NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

Non-Collusion Affidavit

This affidavit is to be filled out and executed by the PROPOSER; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked Name of Affiant. The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked Capacity. The representative of the PROPOSER should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of		_, County of _	
l,	(Name of Affiant)		, being first duly sworn, do hereby state that
I am	(Capacity)	_ of	(Name of Firm, Partnership or Corporation)
whose business is _			
and who resides at			
and that	(Give names of a		or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature of Affiant	Date		
Sworn to before me this day of	, 20		
Notary public	My commission expires	Seal	

FORM 3 – CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY MATTERS

The Primary Participant _____(Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three year period preceding this proposal had one or more public transactions or contracts (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _________ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title

The undersigned chief legal counsel (or corporate secretary) for the _________ certifies that the ________ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary Date

FORM 4 – LISTING OF SUBCONTRACTORS

The CONTRACTOR declares that it has contacted the subcontractors listed below, and has made arrangements covering hourly rates and other terms which may materially affect the Contract, contingent upon successfully entering into a contract with SolTrans, with the following subcontractors:

	Name/Address of Subcontractor	DBE? yes/no	Amount of	Description of Work
1.				
2.				
3.				
4.				
5.				
6.				

NOTE: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE

DATE

TITLE

COMPANY NAME

SOLTRANS SAMPLE CONTRACT

In limited circumstances SolTrans may, but is not bound, to make changes to the Standard Contract. Any requested changes to the contract must be addressed prior to submission of the proposal. Conditional proposals are not typically accepted, and may be rejected as non-responsive to the proposal. Reviewing the sample standard contract is important, and proposers will be bound by their submission, under the terms of this standard contract.

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- 1. Project Description:
- 2. This Contract is entered into between the Solano County Transit (SolTrans) and the Contractor named below:

Contractor's Name:

Business Form:

- 3. The Term of this Contract is:
- 4. The maximum amount of this Contract is:
- 5. The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated herein as though set forth in full:
 - Exhibit A Scope of Work
 - Exhibit B Budget Detail and Payment Provisions
 - Exhibit C General Terms and Conditions

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ____ DAY OF _____ 2022.

SOLANO COUNTY TRANSIT

CONTRACTOR

By_

BETH KRANDA, Executive Director

By ________NAME, Title

Approved as to form:

By:

BERNADETTE CURRY, SolTrans Legal Counsel

SolTrans Contact Information

Beth Kranda, Executive Director SolTrans 311 Sacramento St. Vallejo, CA 94590 Attn: Telephone: (707) 736-6990 Contractor Contact Information

[CONTRACTOR PROJECT MANAGER] [STREET ADDRESS] [CITY, STATE, ZIP] [TELEPHONE NUMBER] [EMAIL]

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

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EXHIBIT A

SCOPE OF WORK

1. Specified Documents.

Contractor shall perform those services specified in detail here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. SolTrans has materially relied upon the representations of Contractor as may have been made in SolTrans' selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified herein. Said Scope of Services consists of, and includes, the following documents:

- a. SolTrans Staff Report to SolTrans Board Dated [staff report date], and approved by SolTrans Board on [Board Action];
- b. SolTrans' Solicitation: [Enter Solicitation Title];
- c. Contractor's written response to the Solicitation dated [Date of accepted proposal];
- d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to SolTrans' selection board and thereafter to the officers and employees of SolTrans who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which SolTrans has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.
- 2. General Scope of Work
- 3. Tasks
- 4. Deliverables

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- A. <u>Compensation</u>. This is a "not to exceed" contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed [____], as set forth on Contractor's "Cost/Fee Proposal" which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor's costs, travel, materials and supplies.
- B. <u>Progress Payments</u>. Payment for Contractor's services shall be due in the amounts agreed upon, if any, upon acceptance by Project Manager of those deliverables marking completion of a particular portion or period of the Project and as invoiced in accordance with Contractor's proposal.
- C. <u>Maximum Payment</u>. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid Contractor under this Contract exceed the sums set forth herein unless pursuant to written amendment of this Contract approved by SolTrans Board.
- D. <u>Method of Payment</u>. Contractor shall submit an invoice identifying the Project deliverable or milestone, along with a brief status statement of the Study's progress to date for which payment is sought, no later than thirty days after SolTrans' acceptance of such deliverable/milestone. SolTrans shall endeavor to make payments within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the SolTrans Project Manager as follows:

Accounts Payable SolTrans 311 Sacramento St. Vallejo, CA 94590 Attn: [SOLTRANS PROJECT MANAGER]

E. <u>Cost/Fee Proposal</u> If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

Unless Milestone payments are established in the Contractors Cost/Fee Proposal or Summary, Contractor shall invoice no more often than every month, and shall set forth in the invoice the hours worked, progress made, and provide adequate documentation regarding materials utilized during performance of the work.

Travel time to any SolTrans worksite in the City of Vallejo will not be paid to the Contractor, and any related overhead should be figured into the total hourly rate. Mileage (at the then current IRS rate) and travel time and reasonable expenses will be paid for any travel agreed to in advance by SolTrans, and should be included in the invoice.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Conflict With Caltrans Or Federal Provisions

In those circumstances where Caltrans or Federal funds are involved, those Caltrans or Federal provisions shall control over a General Term or Condition.

2. Closing out

SolTrans will pay Contractor's final invoice for payment providing Contractor has completed all obligations undertaken pursuant to this Contract. Contractor is responsible for SolTrans' receipt of a final invoice for payment 60 days after termination or completion of this Contract.

3. Time

Time is of the essence in all terms and conditions of this Contract.

4. Time of Performance

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with SolTrans' Contract Manager.

5. Termination

- A. This Contract may be terminated by SolTrans or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for elsewhere in the Contract.
- B. SolTrans may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, SolTrans will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

6. Signature Authority

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

7. Warranty

- A. SolTrans relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. SolTrans' acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.
- B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

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8. Best Efforts

Contractor warrants that Contractor will, at all times, faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to SolTrans' reasonable satisfaction.

9. Default

- A. If Contractor defaults in Contractor's performance, SolTrans shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.
- B. If Contractor fails to cure default within the specified period of time, SolTrans may elect to cure the default and any expense incurred shall be payable by Contractor to SolTrans.
- C. If SolTrans serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, SolTrans shall be entitled to recover from Contractor all damages allowed by law.

10. Indemnification

Contractor shall indemnify and hold harmless SolTrans, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by SolTrans' staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "liabilities"), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not SolTrans accepted or approved any service or work product performed or provided by Contractor hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to SolTrans' negligence or willful misconduct, SolTrans shall pay the portion of damages which is allocated to SolTrans' negligence or willful misconduct, provided that SolTrans shall not be liable for any passive negligence of SolTrans, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

Contractor shall, upon SolTrans' request, defend with counsel approved by SolTrans (which approval shall not be unreasonably withheld), at Contractor's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

Acceptance of insurance certificates or endorsements required under this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of Contractor's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined

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to be applicable to any of such damages or claims for damages. The provisions of this Section shall survive any termination of this Contract.

11. Insurance Requirements

Contractor shall procure and maintain for the duration of this Contract the following insurance:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

- 1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- 4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architect's and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance:

CONTRACTOR shall maintain limits no less than:

- 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage, combined single limit.
- 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease, and in the aggregate.
- 4. Errors and Omissions Liability: \$1,000,000 on a claims made basis.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by SolTrans. At the option of SolTrans, either: the Contractor shall reduce or eliminate such deductibles or self-insured retentions with respect to SolTrans, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to SolTrans guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. SolTrans, its officers, officials, employees and volunteers are to be covered as insureds with respect to the liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and with respect to liability arising out of work or operations by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects SolTrans, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SolTrans, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Should the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered under the policy provisions.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SolTrans.

Verification of Coverage:

Contractor shall furnish SolTrans with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by SolTrans or on other than SolTrans' forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements are required to be received and approved by SolTrans before work commences. SolTrans reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

All insurance documents are to be sent to:

SolTrans Attn: SolTrans Legal Counsel 311 Sacramento St. Vallejo, CA 94590

Sub-Contractors:

Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by SolTrans in writing.

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Forms of Endorsement:

Endorsements shall include the following provisions. SolTrans understands and agrees that variations in language may occur:

THIS ENDORSEMENT, EFFECTIVE	A.M. ,
201_, FOR POLICY NUMBER	, IS ISSUED TO THE
SOLANO COUNTY TRANSIT BY	
FOR (PROJECT DESCRIPTION OR	
TITLE)	-

ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT SOLTRANS, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE SOLTRANS MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION SOLTRANS MAY HAVE, AND ANY OTHER INSURANCE SOLTRANS DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO SOLTRANS IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

> SolTrans Attn: SolTrans Legal Counsel 311 Sacramento St. Vallejo, CA 94590

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

12. Independent Contractor

A. Contractor is an independent contractor and not an agent, officer or employee of SolTrans. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee,

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partnership, joint venture or association.

- B. Contractor shall have no claim against SolTrans for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Contractor shall indemnify and hold SolTrans harmless from any liability which SolTrans may incur because of Contractor's failure to pay such obligations.
- D. As an independent contractor, Contractor is not subject to the direction and control of SolTrans except as to the final result contracted for under this Contract. SolTrans may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.
- E. Contractor may provide services to others during the same period Contractor provides service to SolTrans under this Contract.
- F. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- G. As an independent contractor, Contractor shall indemnify and hold SolTrans harmless from any claims that may be made against SolTrans based on any contention by a third party that an employer-employee relationship exists under this Contract.
- H. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

13. Commitment Of Key Contractor Personnel

In recognition of the special skill of Contractor's proposed "Project Team", if such a team has been proposed, SolTrans has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor as well as an estimate of the commitment of their time to this Project, all as set forth in Contractor's Proposal found in Exhibit B. Substitution of any key personnel named in Exhibit A or a decrease in the commitment of time to be provided to the Project by such personnel of more than 10% requires the prior written approval of SolTrans. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements herein.

14. Responsibilities of Contractor

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and SolTrans relies upon such skills. Contractor pledges to perform the work skillfully and professionally. SolTrans' acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

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- B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.
- C. To fully comply with the terms and conditions of this Contract, Contractor shall:
 - 1. Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
 - 2. Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
 - 3. Submit monthly reimbursement claims for expenditures that directly benefit SolTrans;
 - 4. Along with monthly reimbursement claims contractor will submit their listing of subcontractors identifying the subtotaled portion of the claim that will be sent to each subcontractor and a running total of the total amounts paid to date to each subcontractor.
 - 5. Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
 - 6. Retain financial, programmatic, client data and other service records for 4 years from the date of the end of the contract award or for 4 years from the date of termination, whichever is later.

15. Compliance with Law

- A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. Contractor warrants that all Contractor claims for payment or reimbursement by SolTrans will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

16. Confidentiality

- A. Contractor shall prevent unauthorized disclosure of names and other SolTrans-identifying information, except for statistical information not identifying a particular project.
- B. Contractor shall not use SolTrans-specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to SolTrans all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by SolTrans, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from SolTrans.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

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17. Conflict of Interest

- A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to SolTrans in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

18. Drug Free Workplace

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

19. Health and Safety Standards

Contractor shall abide by all health and safety standards set forth by the State of California and/or the SolTrans pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

20. Audits and Inspection of Record

- A. Contractor shall permit SolTrans and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, for the purpose of making an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years thereafter. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.
- B. Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that SolTrans or any of its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.
- C. The State, the State Auditor, SolTrans, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. This provision shall be applicable to subcontractors.

21. Nondiscrimination

- A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

Page 11 of 14

termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. Subcontractor and Assignment

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of SolTrans' Contract Manager, subject to any required state or federal approval.
- C. If SolTrans consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

23. Unforeseen Circumstances

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to SolTrans of the cause of the delay within 10 days of the start of the delay.

24. Ownership of Documents

- A. SolTrans shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by SolTrans or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

25. Notice

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. Nonrenewal

Contractor acknowledges that there is no guarantee that SolTrans will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. SolTrans' Obligation Subject to Availability of Funds

A. SolTrans' obligation under this Contract is subject to the availability of authorized funds. SolTrans may terminate the Contract, or any part of the Contract work, without prejudice to any right or

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remedy of SolTrans, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, SolTrans may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

- B. Payment shall not exceed the amount allowable for appropriation by the SolTrans Board. If the Contract is terminated for non-appropriation:
 - i. SolTrans will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.
- C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the SolTrans Board of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.
- D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to SolTrans. If applicable funding is reduced, SolTrans may either:
 - (1) Cancel this Contract; or,
 - (2) Offer a contract amendment reflecting the reduced funding.

28. Changes and Amendments

- A. SolTrans may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.
- B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal Contracts or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.
- 29. Choice of Law

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

30. Waiver

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. Conflicts in the Contract Documents

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to SolTrans shall supersede any

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inconsistent term in these documents.

32. Disbarment or Suspension of Contractor

- A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in state or federal transportation related projects and programs; (ii) have not been convicted of a criminal offense related to the provision of consultant services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in state or federal transportation related programs or projects, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in state or federal transportation related projects or programs.
- B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify SolTrans of any change in the status of the representations and warranty set forth in this section.

33. Execution in Counterparts; Signatures by Facsimile or PDF

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed to be original copies.

34. Entire Contract

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SolTrans or Contractor other than those contained.

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APPENDIX C SOLTRANS AS-BUILT DRAWINGS

APPENDIX C – SOLTRANS AS-BUILT DRAWINGS

June 6, 2022

GENERAL NOTES:

A. SCOPE OF WORK

INSTALLATION OF NEW WATER SOURCE HEAT PUMP SYSTEM WITH DRY FLUID COOLER, HEATING HOT WATER CONDENSING TYPE BOILER, WATER SOURCE HEAT PUMP UNITS, FILTERED MAKE UP AIR UNIT WITH HOT WATER HEATING COLL, ASSOCIATED DUCTWORK AND PIPING, EXHAUST FANS, AND COMBINATION FIRE/SMOKE. SINGLE SPLIT SYSTEM HEAT PUMP WITH MOUNTED INDOOR UNIT.

B. CODE COMPLIANCE:

THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES ISSUED BY THE AUTHORITIES HAVING JURISDICTION. THE COMPLETE MECHANICAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE ADOPTED EDITION OF CMC, UMC, UPC, UFC, UBC, THE 24, OSHA MFPA, AND ALL CUENT REQUIREMENTS, ITELLATEST INLES AND REGULATIONS OF THE SAFETY ORDERS ISSUEDDWIN THE DIVISION OF INDUSTRAL SAFETY, STATE OF CALIFORNIA.

C. "AS-BUILT" DRAWINGS:

THE CONTRACTOR SHALL MAINTAIN AT THE JOB AN UP-TO-DATE AS-BUILT" DRAWING SET. THE "AS-BUILT" DRAWING SET SHALL REFLECT ALL APPROVED CHANGES TO THE DESIGN DRAWINGS. THE "AS-BUILT" DRAWINGS SET SHALL BE KEPT CLEAN AND IN GOOD CONDITION AND SHALL BE TURNED OVER THE PROJECT MANAGER TWO (2) WEEKS AFTER COMPLETION OF THE PROJECT.

D. FUNCTIONAL TEST AND ACCEPTANCE:

UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SCHEDULE AND PERFORM A COMPLETE FUNCTIONAL TEST TO DEMONSTRATE TO THE PROJECT MANAGER THAT THE MECHANICAL SYSTEMS ARE OPERATING AS INTENDED. ANY DEFEOTS OR DISCREPANCIES IN THE MATERIAL OR WORK SHALL BE CORRECTED IMMEDIATELY TO THE SATISFACTION OF THE PROJECT MANAGER AT NO ADDITIONAL COST, NOISY OPERATION AND/OR VIBRATION TRANSMISSION TO THE BUILDING STRUCTURE WILL NOT BE ACCEPTED.

E. CONTRACTOR'S RESPONSIBILITY:

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCURATE SHOP DRAWING INFORMATION SUCH AS WEIGHT, SIZE, ROOF OPENING LOCATIONS, WEIGHT DISTIBUTION, ETC., FOR ALL EDUIPWENT AND MATERIALS, ANY CORRECTIVE MEASURE ARISING FROM LACK OF COORDINATION WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

E. GENERAL REQUIREMENTS:

- 1) ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURE'S RECOMMENDATIONS. PROVIDE ALL FITTINGS, TRANSITIONS, DAMPERS, AND OTHER DEVICES REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
- 2) ALL DUCTWORK SHALL BE CONSTRUCTED, ERECTED, AND TESTED IN ACCORDANCE WITH THE MOST RESTRICTIVE OF LOCAL REGULATIONS, PROCEDURES IN THE ASHRAE HANDBOOK OF FUNDAMENTALS, OR THE APPLICABLE STANDARDS ADOPTED I THE SHEET METAL AND AIR CONDITIONING CONTRACTORS TED BY NATIONAL ASSOCIATION.
- INSTALL SEISMIC BRACING FOR ALL NEW EQUIPMENT IN ACCORDANCE WITH CALIFORNIA ADMINISTRATIVE CODE, TITLE 24, AND LATERAL FORCE ANCHORAGE PROVISIONS.
- 4) DRAWINGS ARE DIAGRAMMATICAL AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT. FIELD MEASUREMENTS TAKE PRECEDENCE OVER DIMENSIONED DRAWING, COORDINATE IN THE FIELD, AS REQUIRED, TO LAYOUT NEW SYSTEMS AND EQUIPMENT TO CLEAR STRUCTURAL MEMBERS, AVOID INTERFERENCE WITH ALL OTHER TRADES AND PROVIDE ALL INFERFERENCE WITH ALL AND ALL INFERFERENCE AND PROVIDE ALL INFERFERENCE WITH ALL AND ALL INFERFERENCE AND PROVIDE ALL INFERFERENCE AND PROVIDE AND ALL INFERFERENCE AND ALL INFERFERE ALL NECESSARY REPAIR AND MAINTENANCE SERVICE ACCESS REQUIRED.

- AIR BALANCE EQUIPMENT TO CAPACITY INDICATED IN EQUIPMENT SCHEDULE.
- MECHANICAL CONTRACTOR IS RESPONSIBLE FOR EXACT LOCATION OF ALL CEILING DIFFUSERS REGISTER, RETURN AND EXHAUST GRILLE SHALL BE FIELD VERIFY AND COORDINATE WITH ALL OTHER TRADES.
- 7) COMBINATION FIRE/SMOKE DAMPER SHALL BE FURNISHED AND INSTALL BY THE MECHANICAL CONTRACTOR AND WIRED BY ELECTRICAL CONTRACTOR.
- 8) PROTECT THE PUBLIC FROM INJURY DURING THE ENTIRE PROGRESS OF WORK BY POSTING SIGNS, GUARD LIGHTS, AND BARRICADES.
- 9) PROVIDE AUTOMATIC AIR VENTS IN ALL PIPING AT HIGH POINTS AND PROVIDE VALVES DRAIN CONNECT AT LOW POINTS. RUN VENTS AND DRAINS TO ACCESSIBLE LOCATIONS.
- 10) MAKE CONNECTS BETWEEN COPPER AND IRON OR STEEL PIPES WITH DIELECTRIC CONNECTORS
- 11) THE DUCT SYSTEMS SHALL BE CONSTRUCTED PER CMC 602.5 TABLES NOS. 6-1, 6-2 AND 6-3 PER CMC STANDARD 6-1 0 6-2. FLEXIBLE FACTORY MADE AIR DUCTS SHALL BE CLASS 0 OR OR CLASS 1 MEET ALL REQUIREMENTS OF CMC 604.2.
- 12) MATERIAL EXPOSED WITHIN DUCTS OR PLENUM SHALL HAVE A FLAME-SPREAD INDEX OF NOT MORE THAN 25 AND SMOKE DEVELOPED RATING OF NOT MORE THAN 50 FOR MATERIAL EXPOSED WITHIN THE DUCT/PLENUM AND/OR INSULATION MATERIALS APPLIED TO THE EXTERIOR OF THE DUCTS LOCATED IN THE BUILDING. CMC 602.2 AND/OR 605.0.
- 13) SEAL AROUND ALL PIPES AND DUCT PENETRATION THROUGH FIRE RATED WALLS WITH U.L. LISTED FIRESTOPS SYSTEM. SEAL SMOKE TIGHT ALL PIPES AND DUCT PENETRATION.
- 14) MECHANICAL CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION PENETRATION IN ROOF, WALLS AND FLOOR WITH ARCHITECTURAL AND STRUCTURAL DRAWING FOR EXACT LOCATIONS AND DETAILS.
- 15) ALL EXPOSED HVAC DUCTWORK, DIFFUSERS, REGISTERS AND GRILLES SHALL BE ALL RIGID DUCT INCLUDING ALL CONNECTORS.
- 16) ALL EQUIPMENT, PIPING, SUPPORT, FASTENERS, BOLTS, NUTS AND WASHERS INSTALLED OUTDOOR SHALL BE PROTECTED WITH CORROSION RESISTANT COATING OR PAINT.
- 17) ALL PIPING SHALL BE IDENTIFY WITH SYSTEM LABELS AND PROVIDED WITH FLOW DIRECTION. AT 20 FOOT INTERVAL IN STRAIGHT PIPE RUINS.
- 18) ALL PIPING AND OTHER DEVICES AND MATERIALS INSTALLED OUTDOOR EXPOSED TO THE WEATHER SHALL BE INSULATED AND COMPLETELY WEATHERPROOFED.
- 19) MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL OUTDOOR EQUIPMENT & PIPING SUPPORT, SLEEPERS, ROOF CURBS AND CONCRETE PADS. COORDINATE ROOF COMPOSITE MEMBRANE FLASHING WITH ROOFING CONTRACTOR
- 20) THE CONTROL DIAGRAM ARE GENERIC IN NATURE AND REPRESENT CONTROL SEQUENCE OF OPERATION. SUBCONTRACTOR (CONTROL CONTRACTOR) SHALL PROVIDE SHOP DRAWINGS AND SEQUENCE OF OPERATION PER MECHANICAL DIVISION 17 SPECIFICATION REQUIREMENT BEFORE COMMENCING THE JOB
- 21) ALL DUCTWORK PASSING THROUGH THE STRUCTURAL STEEL MEMBER OPENING SHALL HAVE A 1" MINIMUM CLEARANCE.
- 22) ALL ROOF SLEEPERS SHALL BE PRESSURE TREATED.
- 23) DUCT SUPPORTS TO COMPLY WITH SECTION 506.5 AND TABLE 6-7 CMC-2007.

	ABBREY	VIATIONS	2
ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
AC	AIR CONDITIONING UNIT	HC	HEATING COIL
AFC	AIR COOLED FLUID COOLER	HP	HORSEPOWER
AP	ACCESS PANEL	HPU	HEAT PUMP UNIT
AS	AIR SEPARATOR	HWP	HOT WATER PUMP
в	BOILER	HWB	HOT WATER BEFORM
BHP	BRAKE HORSEPOWER	IN	INCHES
BTU	BRITISH THERMAL UNIT	KW	KILOWATT
BTUH	BTU PER HOUR	LBS	POUNDS
CF	CHEMICAL FEEDER	LAT	LEAVING AIR TEMPERATURE
CFM	CUBIC FEET PER MINUTE	LWT	LEAVING WATER TEMPERATUREAIR
CU FT	CUBIC FEET	LDB	LEAVING DRY BULB TEMPERATUR
CU IN	CUBIC INCHES	MAX	MAXIMUM
CWS	COOLING WATER SUPPLY	MBH	THOUSAND BTU PER HOUR
CWR	COOLING WATER RETURN	MIN	MINIMUM
CWP	COOLING WATER PUMP	MUA	MAKE UP AIR
DB	DRY BULB	OA	OUTSIDE AIR
DK	DRANE KOOLER	PSI	POUNDS PER SQUARE INCH
DSD	DUCT SMOKE DETECTOR	RA	RETURN AIR
EC	ELECTRICAL CONTRACTOR	RD	ROOF DRAIN
EAT	ENTERING AIR TEMPERATURE	SQ.FT.	SQUARE FEET
EWT	ENTERING WATER TEMPERATURE	TF	TRANSFER FAN
EF	EXHAUST FAN	TEMP	TEMPERATURE
EDB	ENTERING DRY BULB TEMPERATURE	TYP	TYPICAL
ET	EXPANSION TANK	WB	WET BULB
F°	DEGREE FAHRENHEIT	WC	WATER COLUMN
FPM	FEET PER MINUTE	WG	WATER GAUGE
FT	FEET	WT	WEIGHT
FSD	COMBINATION FIRE/SMOKE DAMPER	WHP	WATER SOURCE HEAT PUMP
GPM	GALLON PER MINUTE		

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