



# TRI DELTA TRANSIT

Eastern Contra Costa Transit Authority  
801 Wilbur Avenue • Antioch, California 94509  
Phone 925.754.6622 Fax 925.757.2530

## ADDENDUM NO. 1

### **Response to Question and Requests for Clarification, Interpretation, and Additional Information**

**For:**

### **Invitation for Bid #2022-02 Exterior Painting**

**Eastern Contra Costa Transit Authority**

### Notice to Prospective Proposers

Eastern Contra Costa Transit Authority's (ECCTA) response to questions and requests for clarification, interpretation, and additional information, as set forth in the Information to Bidders section of the IFB on page 9, "Interpretation of Contract Documents," is attached and hereby incorporated into, and made part of, the IFB solicitation for the partial painting and minor repair of its blue exterior lobby entrance.

Office of the CEO  
April 20, 2022

Included: Mailing List  
Pre-bid attendance sheet  
Federal clauses  
Federal certifications

## Questions and Answers

**Q: Can ECCTA elaborate on the caulking or sealant that was mentioned in the Scope of Work?**

A: There are cracks in the sealant between the panels that must be repaired or replaced.

**Q: What is the percentage of deterioration of the sealant?**

A: The exact percentage is unknown, however the majority of it has damage that must be repaired.

**Q: Is the sealant foam or is it actually sealant?**

A: Actual sealant.

**Q: Is containment of wash water a concern?**

A: If a green product is used and stormwater pollution is prevented, no. Please refer to pages 45 and 46 of the IFB, "Stormwater Pollution Prevention," for more information.

**Q: Does the caulking/sealant need to be kept clean or painted?**

A: Painted.

**Q: In the areas that contain cracks, should the whole area be replaced or resealed or just the cracked areas?**

A: The whole area should be replaced or resealed.

**Q: Has ECCTA experienced any leaking issues inside the building?**

A: No.

**Q: Does ECCTA want any of the window frames, doors, or downspouts repainted?**

A: No.

**Q: Does ECCTA want any of the bottom window sills repainted?**

A: Yes.

**Q: Does ECCTA want the repainting to be all one color?**

A: Yes.

**Q: What kind of paint does ECCTA want to be used?**

A: As mentioned in the Scope of Work, the paint shall be blue acrylic latex paint that matches the current blue color as closely as possible.

## Additional Information

**Due to changes in how the project will be funded, federal clauses must now be included in the bid document. Some of these clauses require additional certificates to be completed as part of the bid submission. Those clauses and forms are included in this addendum and are made part of the bid document and the final contract.**

# Federal Clauses

## **Federal Requirements**

This contract is subject to the receipt of financial assistance from the U.S. Department of Transportation (U.S. DOT), Federal Transit Administration (FTA) and local sales tax funds, and may also be subject to a grant contract between the Metropolitan Transportation Commission (MTC). The contract is subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federal or state funded contracts. Full compliance with applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful bidder.

ECCTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. DOT, 49 Code of Federal Regulations (C.F.R.) Part 26, and as a recipient of federal financial assistance, ECCTA has signed an assurance that it will comply with 49 C.F.R. Part 26. As such, ECCTA hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this IFB, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit a bid in response to this request. ECCTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contracts or in the administration of its DBE Program or the requirements of 49 C.F.R. Part 26. ECCTA shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. ECCTA's DBE Program, as required by 49 C.F.R. Part 26 and as approved by U.S. DOT, is incorporated by reference in this contract. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to ECCTA of its failure to carry out its approved program, the U.S. DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

## **DBE Program and Participation**

### **General**

ECCTA, a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for contracts in accordance with federal regulations 49 C.F.R. Part 26, issued by the U.S. Department of Transportation (U.S.DOT).

It is the policy of ECCTA to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which DBE's can compete fairly for contracts and subcontracts relating to ECCTA's construction, procurement, and professional services activities.

To this end, ECCTA has developed procedures to remove barriers to DBE participation in the bid, bidding and award processes and to assist DBE's to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the contractor will cooperate with ECCTA in meeting these commitments and objectives.

ECCTA encourages all businesses to use minority-owned financial institutions when seeking financial services. A list of such financial institutions can be found here:

<https://www.fdic.gov/regulations/resources/minority/mdi.html>.

Pursuant to 49 C.F.R. Section 26.13 and as a material term of any agreement with ECCTA, the contractor hereby makes the following assurances and agrees to include this assurance in any agreements it makes with contractors in the performance of this contract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as ECCTA deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.”

Any contractor who would like to request additional information or ask questions regarding ECCTA's DBE Program may contact Tania Babcock, DBE Liaison Officer, 801 Wilbur Avenue, Antioch, CA 94509, telephone (925) 754-6622.

### **List of Subcontractors**

Bidders shall complete and submit with bid documents the "Designation of Subcontractors and DBE Firms" form. Any and all DBE subcontractors must be listed on the "Designation of Subcontractors and DBE Firms" regardless of the dollar value of work the DBE will perform. For the purpose of this paragraph, a subcontractor is defined as anyone who contracts with the contractor to furnish materials and labor, labor only, and/or one who specially fabricates and/or installs a portion of the work or improvement according to the contract documents.

All listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq. All subcontractors must be currently registered with the DIR.

## **Substitution of DBE Subcontractors or Suppliers**

Should substitution of any DBE firm listed on the Designation of Subcontractors or DBE form in this IFB become necessary, the contractor shall, subject to the approval of ECCTA, replace the affected DBE firm with another DBE firm or show that it made reasonable efforts to do so.

## **DBE Records**

The contractor shall maintain records to verify DBE participation as set forth in the bid and as modified in any way during the course of the contract. Such records shall show the name and business address of each DBE firm participating in the contract and the total dollar amount actually paid each DBE firm and the date of payment. A closing report based on these records and certified to be correct by the contractor shall be submitted with the final invoice.

The contractor shall also submit with the report copies of all DBE firm's subcontracts and purchase orders that have been entered into or issued in connection with the contract, and shall submit with the report copies of all invoices submitted by each DBE firm during the contract period. No invoice will be approved for payment unless the current report and all required attachments have been furnished. A DBE final report shall be submitted with the final invoice.

## **Civil Rights (Title VI, EEO, & ADA)**

During the performance of this contract, the contractor, its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

**Race, Color, Creed, National Origin, Sex.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the contractor Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements the California Department of Transportation any issue.

**Nondiscrimination.** The contractor, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and

retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements the California Department of Transportation may issue.

**Solicitations for Subcontractors Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation by the contractor for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**Information and Reports.** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by ECCTA or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall certify to ECCTA of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of the Contract, ECCTA shall pursue:

- Withholding of payment to the contractor under the Contract until the contractor complies, and/or
- Cancellation, termination, or suspension of the Contract, in whole or in part.

**Incorporation of Provisions.** The contractor shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor will take such action with respect to any subcontractor or procurement as ECCTA or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the contractor may request ECCTA to enter into such litigation to protect the interest of ECCTA, and, in addition, the contractor may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

## **Section 504 and Americans with Disabilities Act Program Requirements**

The contractor will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

### **Prohibition on certain telecommunications and video surveillance services or equipment.**

ECCTA is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

### **Environmental Protection**

The contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to the project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Section 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. Section 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. Section 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The contractor also recognizes that U.S. EPA, FHWA and other federal agencies have issued, and in the future are expected to issue, federal regulations and directives that may affect the project. Thus, the contractor agrees to comply, and assures the compliance of each subcontractor



and each third party contractor, with any applicable federal laws, regulations and directives as the federal government are in effect now or become effective in the future, except to the extent the federal government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and ECCTA. The contractor understands and agrees that those laws, regulations, and directives may not constitute the contractor's entire obligation to meet all federal environmental and resource conservation requirements.

### **National Environmental Policy**

ECCTA is obligated to facilitate FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. Section 4321 through 4335 (as restricted by 42 U.S.C. Section 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. Section 4321 note; FTA statutory requirements at 49 U.S.C. Section 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. Section 139 and 326 as well as to amendments to 23 U.S.C. Section 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

### **Energy Conservation**

The contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

### **FTA Funding Requirement**

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

### **No Government Obligation to Third Parties**

**No Federal Government Obligation to Third Parties.** The contractor agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in or approval of any

solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the contractor or third-party contractor.

**Third-Party Contracts and Subagreements Affected.** To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontracts of third-party contractors and the subcontracts at every tier. Accordingly, the contractor agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subcontract financed in whole or in part with financial assistance provided by the FTA.

**No Relationship between the California Department of Transportation and Third-Party Contractors.** Nothing contained in this contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the contractor of his responsibilities and obligations hereunder. The contractor agrees to be fully responsible to ECCTA for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The contractor's obligation to pay its third-party contractors is an independent obligation from ECCTA's obligation to make payments to the contractor. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

**Obligations on Behalf of the California Department of Transportation.** The contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.

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

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

The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the federal

government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the contractor, to the extent the federal government deems appropriate.

The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the California Department of Transportation. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives**

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

### **Records**

The contractor and its subcontractors shall establish and maintain complete records pertaining to the contract. The contractor and subcontractors accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under the contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit the U.S. Secretary of Transportation, the Comptroller General of the United States, the State of California, ECCTA and/or their authorized representatives to inspect and examine contractor's books, records, accounts, and any and all data relevant to the contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by contractor pursuant to the contract and shall provide such assistance as may be reasonably required in the course of such inspection.

The contractor shall not dispose of, destroy, alter, or mutilate said books, records, accounts, and data for three years after the termination of the contract. ECCTA reserves the right to examine and re-examine said books, records, accounts, and data during the three year period following the termination of the contract. In addition, the parties to the contract shall be subject to the examination and audit by a representative of the Auditor General of the State of California for a period of three years after final payment under the contract.

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

All contractual provisions required by U.S. DOT, as set forth in FTA circular 4220.1F, dated March 18, 2013, whether or not expressly set forth in the contract provisions herein, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract document.

The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ECCTA requests, which would cause ECCTA to be in violation of the FTA terms and conditions.

The contractor shall complete and submit with the bid documents the "Incorporation of Federal Transit Administration (FTA) Terms" form.

**Disclosure of Governmental Positions**

Depending on the nature of the work performed, a consultant to ECCTA may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law (California Government Code, Section 1090 et seq.) that govern ECCTA employees and officers. In order to analyze possible conflicts that might prevent a consultant from acting on behalf of ECCTA or other governmental agency prior to contract award, ECCTA requires that all potential participants disclose in their bids any positions that they hold as director, officer, consultant, or employee of any governmental agency. Additional disclosure may be required prior to contract award or during the term of the contract. Responses will be kept confidential to the extent permitted by law.

Therefore, each contractor and sub-consultant should complete and submit with bid documents the "Disclosure of Governmental Positions Form," whether or not any owner or employee of the firm currently hold positions as directors, officers, consultants, or employees of a governmental agency or have held such positions in the past twelve months.

## Additional Required Certifications

## DESIGNATION OF SUBCONTRACTORS AND DBES

Pursuant to 49 CFR Part 26, the Bidder must list on this form all DBEs and non-DBEs to be used, regardless of the dollar value of the work the DBE or non-DBE will perform.

Pursuant to 49 C.F.R. Part 26.11c, the following list will also provide the age and annual gross receipts for each subcontractor, both DBE and non-DBE.

Attach additional copies of this form if more space is needed and paginate the forms (i.e., Page \_\_\_\_ of \_\_\_\_). Attach a copy of DBE certifications for all DBE subcontractor and suppliers listed.

**Only 49 C.F.R., Part 26 certification accepted.**

Name and Location of business	Description of Portion of Work or Services Subcontracted	Value of Subcontracted Work or Service	Age of Firm?	Annual Gross Receipts (check one)	DBE?
				<input type="checkbox"/> \$0 - \$500,000 <input type="checkbox"/> \$500,000 - \$1mil <input type="checkbox"/> \$1 mil or more	
				<input type="checkbox"/> \$0 - \$500,000 <input type="checkbox"/> \$500,000 - \$1mil <input type="checkbox"/> \$1 mil or more	
				<input type="checkbox"/> \$0 - \$500,000 <input type="checkbox"/> \$500,000- \$1mil <input type="checkbox"/> \$1 mil or more	
				<input type="checkbox"/> \$0 - \$500,000 <input type="checkbox"/> \$500,000 - \$1mil <input type="checkbox"/> \$1 mil or more	
				<input type="checkbox"/> \$0 - \$500,000 <input type="checkbox"/> \$500,000 - \$1mil <input type="checkbox"/> \$1 mil or more	

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

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA)  
TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated April 14, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. \_\_\_\_\_ shall not perform any act, fail to perform any act, or refuse to comply with any ECCTA requests which would cause ECCTA to be in violation of the FTA terms and conditions.

---

Signed

---

Title

---

Date

---

Attest





## Exterior Painting IFB #2022-02

Name	Contact Person	Address	City	State	Zip	Phone #	Fax #	Email Address
North America Procurement Council		P.O. Box 40445	Grand Junction	CO	81504	302-450-1923	302-450-1925	<a href="mailto:bids@nape.me">bids@nape.me</a>
Bay Area Business Exchange	Andrea Ott-Dahl	3055 Alvarado Street	San Leandro	CA	94577	510-483-8880		<a href="mailto:planroom@bayareabx.com">planroom@bayareabx.com</a>
Bay Area Builders Exchange						510-483-8880		<a href="mailto:jeannie@bayareabx.com">jeannie@bayareabx.com</a>
Southern California Edison	AnnieLaurie Vann	48 S Chester Ave.	Pasadena	CA	91106			<a href="mailto:avann@calstart.org">avann@calstart.org</a>
Center for Transportation and the Environment	<a href="#">Jaimie Levin</a>	2041 Bancroft Way Ste. 210	Berkeley	CA	94704	510-851-0625		<a href="mailto:jaimie@cte.tv">jaimie@cte.tv</a>
SBTRC Southwest Region	Sonia Dueñas Navarro							<a href="mailto:sbtrcsouthwest@calasiancc.org">sbtrcsouthwest@calasiancc.org</a>
East Bay SCORE	Steve Doran	P.O. Box 429	Alameda	CA	94501			<a href="mailto:steve.doran@scorevolunteer.org">steve.doran@scorevolunteer.org</a>
East Bay SBDC		25800 Carlos Bee Boulevard VBT 346	Hayward	CA	94542			<a href="mailto:ebinfo@eastbaysbdc.org">ebinfo@eastbaysbdc.org</a>
AnewAmerica Women's Business Center	Darleen Neel	1470 Fruitvale Ave, Suite 5	Oakland	CA	94601			<a href="mailto:dneel@anewamerica.org">dneel@anewamerica.org</a>
NorCal PTAC	Taylor Bowes							<a href="mailto:info@norcalptac.org">info@norcalptac.org</a>
Hispanic Chamber of Commerce	Douglas Lezameta	1990 N. California Blvd 8th Floor, Suite 24	Walnut Creek	CA	94596			<a href="mailto:President@H5C.us">President@H5C.us</a>
Infinity Painting		4453 Rock Island Dr.	Antioch	CA	94509	925-300-6625		
KWH Painting Service	Kemper Hardy	1635 Auseon Ave.	Oakland	CA	94621	510-618-9146		<a href="mailto:kemperhardy25@gmail.com">kemperhardy25@gmail.com</a>
Maas Brothers Metal Finishing		285 Vasco Rd.	Livermore	CA	94551	925-294-8200		
The Colores Painting Co. Inc.	Tamara Ruiz	250 London St.	San Francisco	CA	94112	415-758-8281		<a href="mailto:thecolores1970@yahoo.com">thecolores1970@yahoo.com</a>

Updated 3/9/2022

