Construction Management Services

for the

Lake County Interregional Transit Center

Request for Proposals

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Table of Contents

Table of Contents 2
Attachments 4
I. INTRODUCTION 5
II. BACKGROUND 7
A. Area Profile 7
B. Organization and Management 7
C. Purpose 7
III. PROJECT DESCRIPTION 8
IV. SCOPE OF WORK 8
V. Proposal Requirements 23
A. Presentation 23
B. Letter of Transmittal 23
C. Executive Summary 23
D. Personnel 24
E. Qualifications, Related Experience and References 24
F. Subcontractors 25
G. Methodology 25
H. Schedule of Tasks 26
I. Cost Proposal 26
J. Insurance Requirements 27
VI. EVALUATION AND SELECTION CRITERIA 27
A. Evaluation of Proposals 27
B. Evaluation Procedure 28
C. Scoring Schedule 28
D. Evaluation Criteria 28
E. Award 30
F. Notification of Award and Debriefing 31
G. Confidentiality 31
VII. GENERAL INFORMATION 31
A. Proposal Submittal 31

B. Late Submittals 32
C. Modification or Withdrawal of Proposals 32
D. Schedule 32
E. Property Rights 32
F. Amendments to Request for Proposals 32
G. Funding 33
H. Non-commitment of the Lake Transit Authority 33
I. Public Domain 33
J. Questions 33
K. Affirmative Action 33
L. Protest Procedures and Dispute Resolution Process 33
M. Acceptance of Contract 34
N. Disqualification of Proposers 34
O. Discrepancies and Misunderstandings 34
P. Record Keeping 34

Attachments

Attachment A	Detailed legal description of the parcel and a conceptual layout of the new transit center
Attachment B	Sample Contract – Lake Transit Authority
Attachment C	Protest Procedures & Dispute Resolution Process
Attachment D	Required Forms and Certifications
Attachment E	Reference Form
Attachment F	FTA Terms and Conditions
Attachment G	Cost Proposal Form
Attachment H	Insurance Requirements

I. INTRODUCTION

Lake Transit Authority (Authority) desires to construct an Interregional Transit Center and is seeking consultant team to provide construction management, resident engineering, quality assurance, project controls, labor compliance support, and project closeout services for the Center. An improved transit center is important in enhancing the overall transit system and ensuring that adequate capacity is available to accommodate future ridership growth.

The proposed Interregional Transit Center is intended to serve as a centralized "node" for local rural transit system uses, as well as a linkage to larger metropolitan areas, increasing opportunities for rural access to airports and passenger rail service, as well as a number of other services that are locally unavailable, and reduce greenhouse gas emissions across the transit system. Refer to Scope of Work for additional details.

This Project may be funded in part by the FTA and must meet all Federal, State, and local requirements. Federal Clauses are included in Attachment F.

The Authority intends to adhere to the following solicitation schedule, but it is subject to change at the Authority's discretion:

Activity	Date
RFP Mail-out	8/19/2026
Written Question Submittal Deadline	9/02/26
Response to Questions Posted to LTA's website http://www.laketransit.org/	9/09/26
Proposal Submittal Deadline	9/30/26
Review/Ranking of Proposals	10/14/26 – 10/16/26
Interviews (if needed)	10/22/26 – 10/23/26
Contractor Selection, Negotiation and Contract Award	11/4/26
Project Starting Date - Notice to Proceed	11/14/26

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

Definitions

- **Agreement/Contract**: The entire and integrated written agreement between the Authority and the Consultant that takes the place of prior negotiations, representations, or agreements, either written or oral.
- **AHJ**: Authorities Having Jurisdiction means the organization, office, or individual responsible for issuing permits, approving layout drawings, enforcing the requirements of a code or standard or approving materials, an installation, procedure, or a final product.
- **Authority**: Lake Transit Authority (LTA). Depending on the context in which it is used, the term *Authority* may also refer to: A person whom the Lake Transit Authority employs or uses and who is authorized to represent the Lake Transit Authority in matters concerning the Project.
- **Project Manager**: The Authority's designated representative for all issues related to the project.
- **Consultant/Contractor**: The selected Proposer(s) to whom the Authority has awarded a Contract for the Project.
- **Project**: The entire Services described in this RFP. Services may constitute the whole or a part of the Project.
- **Proposal**: The documents and other items that a Proposer submits in response to this RFP.
- **Proposer**: The person, entity, or organization that submits a Proposal in response to this RFP.
- **RFP**: This Request for Proposals and all of its attachments including documents and other items from the Authority and relevant third parties.
- **Services**: The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
    - Described in this RFP; and
    - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **Subconsultant/subcontractor**: A contractor, supplier, vendor, person, entity, or organization whom Consultant hires, employs, or uses on Consultant's behalf to provide, perform, or fulfill a portion of the Services.

II. BACKGROUND

A. Area Profile

Lake Transit Authority (LTA) serves Lake County, which lies within the coastal range of mountains approximately 100 miles north of San Francisco and 35 miles east of the Pacific Ocean. LTA also provides interregional bus routes to Ukiah in Mendocino County to the west, and to Calistoga in Napa County to the south.

The County's most prominent geographical feature is Clear Lake, which covers approximately five percent of the County's land area, and offers a variety of recreational opportunities.

The largest income producing industries are agriculture, including extensive vineyards and wineries, tourism, and geothermal development. Lake County is a popular weekend destination for Bay Area visitors to enjoy wine tasting, water sports, and concerts.

The California Department of Finance estimated Lake County's population at 66,793 as of January 1, 2026. This includes a population of 45,359 within the unincorporated area of the County, 4,983 within the City of Lakeport, and 16,642 within the City of Clearlake. The population increases during the summer months with the influx of tourists as well as seasonal residents and employees. It is estimated that 20 to 25 percent of the existing houses in the County are second/vacation homes and are occupied for only part of the year. There are seven tribes in Lake County of which five have land and four have established casinos.

B. Organization and Management

Lake Transit Authority (LTA), a joint powers public agency, was established in February 1996 to administer public transit services for the Lake County area. Its members include the City of Clearlake, City of Lakeport, County of Lake, and two members-at-large. The LTA finances transit services through a combination of passenger fare revenue, Transportation Development Act (sales tax) funding and Federal Transit Administration funds.

Since its inception, LTA has contracted with the private sector to provide for all of its administrative, planning, management and operational needs. Davey-Bates Consulting provides administrative and general management services to LTA. Transportation Concepts, provides operations and maintenance services.

Lake Transit's projects are subject to the cities of Clearlake and Lakeport and Lake County's zoning and development guidelines. Lake Transit coordinates and works in partnership with the cities and County to support residents and the community.

C. Purpose

Lake Transit Authority is soliciting proposals for Construction Management services for the Lake County Interregional Transit Center.

Gov Code 4525: “Construction project management” means those services provided by a licensed architect, registered engineer, or licensed General contractor that meet the requirements of California Government Code Section 4529.5 for management and supervision of work performed on state construction projects.

The Contractor will perform the Services according to:

- The Scope of Services, which are included in **Section 4** of this RFP;
- The instructions and requirements in this RFP; and
- The proposed Contract.

III. PROJECT DESCRIPTION

The Lake County Interregional Transit Center is planned for the southwest corner of Dam Road Ext. and South Center Drive in the City of Clearlake. A detailed legal description of the parcel and a conceptual layout of the new transit center are provided in Attachment A.

The facility will feature a single-story structure equipped with an east-west gable rooftop designed for solar panel installation. The site will include three electric bus charging bays, while auto parking will be situated in a dedicated lot to the west of the charging infrastructure. This lot will provide two-way access via South Center Drive with parking spaces. Of these, four will be designated for EV charging, and one will be reserved for individuals with disabled placards..

IV. SCOPE OF WORK

Task 1 – Construction Quality Assurance

Consultant shall provide a qualified construction quality assurance team to complete this Scope of Work.

The Consultant shall perform various construction quality assurance tasks. These include, but are not limited to, construction oversight, technical assistance, coordination, and public outreach as needed. Additionally, the Consultant's scope includes oversight of soils and materials testing, field inspections, structural observations, quality assurance surveying, Health, Safety, and Environmental (HSE) inspections, project closeout support, and all other related construction quality assurance tasks. The Consultant shall be responsible for the quality, efficiency, and timely completion of all project work. Consultant may be subject to periodic quality audits as determined by the Authority.

Engineering Oversight. The Consultant shall ensure that all services requiring the practice of engineering under California law are performed under the responsible charge of a Professional Engineer licensed in the State of California. The designated Professional Engineer shall review and supervise engineering recommendations, technical evaluations, constructability reviews, and other engineering services performed under this Agreement. Administrative and project management functions not

constituting the practice of engineering need not be performed by a licensed engineer. This person shall be designated as the Responsible Engineer (RE)

Construction Quality Assurance Plan

Within three (3) weeks of the agreement's execution, the Consultant shall prepare and submit to the Authority for review and acceptance a Construction Quality Assurance Plan (CQAP). Consultant shall implement the accepted CQAP for the duration of the Project.

Prior to preparation of the CQAP, Consultant shall conduct a value engineering review of the Project Manual, including plans, specifications, and other project documentation. Consultant shall meet with the Design Consultant and the Authority to discuss any value engineering and obtain any necessary design clarifications.

CQAP shall demonstrate the Consultant's understanding of the project and all requirements. CQAP shall outline Consultant's plans and strategies to manage the construction of the project to complete the work within budget and schedule in compliance with Project Manual and all Authority and AHJ's requirements.

At a minimum, CQAP shall demonstrate Consultant's understanding of the following potential issues:

- Public and site safety and security
- Coordination timeline with Authority, AHJ, and adjacent property owners
- Site operating hours
- General construction methodology and programs
- Project constructability
- Noise and vibration controls
- Air, dust, stormwater, drainage/sediment controls.
- Site waste management
- Traffic management, including access routes to and from the site
- Site-specific details that require detailed assessments.
- Project document controls.
- Project communication controls.

Consultant shall allow the Authority a minimum of two (2) weeks to review and comment on the CQAP. Consultant shall address all comments, revise, and resubmit the CQAP within one (1) week upon receipt of the Authority's review comments.

Construction Quality Assurance/Oversight and Technical Assistance:

Consultant shall provide construction quality assurance services, acting as the Authority's Construction Technical Expert. Consultant shall communicate and coordinate closely with the Authority's Project Manager on all project-related matters.

Consultant shall be knowledgeable of and comply with all applicable local, state, and/or federal regulations, cooperate and consult with the Authority officials during the course

of the Agreement, and perform other duties as may be required to assure that the construction is being performed in general accordance with construction contract documents. Consultant shall be thoroughly familiar with the Authority and AHJ's requirements for the Project.

The Consultant's personnel shall be thoroughly familiar with the project plans, specifications, and other relevant construction documents. The Consultant's Construction Manager (CM) / Resident Engineer (RE) shall be involved in the constructability review as needed during each stage of the design and shall assist the Authority during the bid phase if necessary. The Consultant shall meet with the General contractor to obtain any necessary design clarifications before the start of project construction. Consultant shall be responsible for all construction quality assurance services for the project as specified herein below:

a. Ensure that the General contractor's work meets all requirements under the terms of the agreement between the General contractor and the Authority. Inspect and monitor the work for defects, deficiencies, and deviations from Construction Contract Documents. Notify the Authority promptly of any General contractor's work defect, deficiencies, and deviations, and provide recommendations to the Authority. Subject to review and approval by the Authority, reject work that does not conform to the Construction Contract Documents. Monitor corrections of defects, deficiencies, and deviations until they are corrected and accepted by the Authority.

b. Ensure General contractor has obtained all required permits and that the work is performed and inspected in compliance with Authority and AHJ requirements.

c. Assist the Authority in inspecting and verifying the General contractor's compliance with the safety provisions and the accident and injury prevention provisions of the Construction Contract Documents.

d. Provide technical assistance, helping to resolve issues and problems, and advise the Authority on any necessary design changes required for the project due to unforeseen field conditions, for project budget/schedule saving. Technical assistance shall cover architectural, civil, mechanical, electrical, plumbing, and other technical aspects of the project. The technical assistance will also be in the form of reviews and audits of work done by others.

e. Assist the Authority in planning and monitoring construction activities, reviewing construction phasing and staging, monitoring, evaluating General contractor's performance and work quality.

f. Monitor the General contractor's traffic control measures and practices and work to cause any deficiencies to be remedied promptly by the General contractor. Monitor General contractor's pedestrian circulation, access, and safety/security plan to assess and mitigate impact to sidewalks and right of ways. Consultant shall work closely with the Authority for community communications to minimize unanticipated disruptions to the public.

g. Monitor the General contractor's Daily Log Reports for accuracy and completeness. At a minimum, each Daily Log shall document weather conditions; work activities performed; number of workers by trade; equipment on site; work accomplished; inspections and tests conducted; problems encountered; delays; and other relevant project data. The General contractor shall document any significant issues in writing and with photographs. The Consultant shall promptly notify the Authority of any discrepancies between the information contained in the Daily Log and the Consultant's observations of site conditions.

h. Be knowledgeable about and keep track of all submittals required by Construction Contract Documents. Consultant shall perform an administrative and completeness review of all submittals prepared by the Design-Builder to verify they meet contract requirements and include all required documentation. Following this review, the Consultant shall forward the submittals to the Authority's Project Manager along with the Consultant's recommendation for approval. Consultant must ensure its review resolution is as "Rejected. Resubmit", "Revise and Resubmit", or "No Exception Taken", as applicable. Review resolution as "Conforms with Corrections as Noted", "Approved as Noted", or likewise is not acceptable. Coordinate with General contractor and the Authority's Project Manager to ensure all submittals are processed in a timely manner, as specified in the Construction Contract Documents. Maintain a log of all submittals received. Consultant, in compliance with the Construction Contract Documents, shall be able to review and accept submittals that do not require technical assistance from the Authority's Engineer, in order to provide responses to the General contractor in a timely manner to avoid delay in the project.

i. Review all Request for Information (RFI) from General contractor. Identify any frivolous RFI and return them to the General contractor. Consultant shall work closely with the Authority's Engineer to properly respond to the RFI in a timely manner. The Consultant shall also provide recommendations and responses to RFIs that do not require consultation with the Owner's Engineer. Maintain a log of all RFIs received.

j. Monitor and manage the initiation, preparation, justification for Contract Change Order (CCO). Review, evaluate, and support the Authority in negotiating Change Order Requests (COR) from General contractor, and provide recommendations to the Authority. Initiate CCO as required for the construction of the project in a manner that benefits the project with approval from the Authority. Conduct negotiations with the

General contractor and the Authority, advising the Authority of the acceptability of the General contractor's proposed adjustment to the Contract Time and/or Contract Amount for CCOs. Consultant shall coordinate with the Authority and Authority's Engineer to prepare appropriate CCO documents, including revised/additional drawings/sketches, exhibits, detailed engineer's independent cost estimates (ICE), technical evaluations, and memoranda. Consultant shall provide ICE as required and requested by the Authority in order to timely process the CCO's to avoid delay in construction. Inform and coordinate with the Authority for scope, schedule, and cost impacts, and any coordination issues with the Authority and AHJ. Complete and process CCO packages in compliance with the Authority's contract change order procedures. Keep track of costs for labor, equipment, and materials for Force Account CCOs; review General contractor's Force Account CCO invoices.

k. Monitor and manage the initiation, preparation, review, and justification for project cost reduction proposals submitted by the General contractor, the Authority, or other project participants to affect the most desirable benefit to the project. Consultant shall recommend to the Authority cost reduction ideas judged by the Consultant to be advantageous, or necessary, review all estimates prepared by the Authority's Engineer and, if appropriate, suggest revisions, prepare independent cost reduction cost estimates, as necessary, evaluate General contractor's cost reduction proposals and express a written opinion about the proposed adjustment to the Contract Sum or Contract Time. Assist the Authority in negotiations with the General contractor and advise the Authority of the acceptability of the General contractor's proposed adjustment to the Contract Sum or Contract Time for cost reduction CCOs. Prepare and submit the CCO documents and supporting data to the Authority for approval.

l. Collect, review certified payroll records, assist the Authority with labor compliance, including performing field interviews with General contractors' on-site personnel at least once a month, and preparing field interview reports. The Consultant is responsible for monitoring compliance with State and Federal Prevailing Wage Programs.

m. Review the General contractors' maintained as-built drawings on-site, not less than monthly, to reflect changes and field conditions. Verify that General contractor accurately locates all underground utilities on the as-built drawings.

n. Verify all changes made during construction on General contractor's redlined plans and specifications, and other Construction Contract Documents.

o. Provide support, tracking, and analysis to the Authority in resolving and negotiating General contractor's claims. Provide recommendations to the Authority for claim resolution. Consultant will maintain a log of all pending issues or claims to include the approximate cost impact, recommendations, and implement procedures for reducing the likelihood of disputes and claims.

p. At the end of each month, prepare and submit to the Authority monthly progress reports describing in detail the construction activities performed during the month, issues resolved, outstanding issues, pending and executed change orders, any other potential obstacles that would impede the progress of the work, and job progress within the allocated construction schedule. Information contained in the report shall include, but not be limited to:

- Project summary, status, including major work activities, quality, and percentages of completion.

- Status of all Submittals, RFI's, CCOs, and Claims in process, including copies of tracking logs, project safety and environmental incidents (to include, but not limited to employee injuries/illnesses, environmental issues, observer non-conformities/violations, vehicle accidents, property damage, etc.). Include representative photographs of the work noted in the report.

- Identification of any performance problems of the General contractor and risks to the Project.

- Description of the General contractor's work activities planned to be performed next month.

- Project budget status and estimate of probable cost. Include earned-value S-curve.

- A description of any General contractor's new notices of claim.

- Project schedule status – compare actual progress to objectives, including a summary-level bar-chart showing previous update targets and current schedule update, percent complete per contract value, and time.

q. Monitor Design-Builder's daily construction photos and maintain records of all these photos for the entire duration of the Project.

r. Coordinate, provide, and present construction status and project information to the Authority management and staff, other agencies, stakeholders, and public relations consultants.

s. Evaluate the completion of the General contractor's work, review project closeout documents, and as-built documents.

t. All services required herein shall be performed in accordance with the Construction Contract Document and all of the latest Authority, AHJ, and other applicable regulations, policies, procedures, manuals, and standards. All Authority and AHJ

codes, regulations, requirements, policies, procedures, manuals, and standards documents shall be made available to the Authority by the Consultant upon request.

Project Controls

- Assist in planning, scheduling, and controlling project work. Keep track of project schedule, monitor General contractor, and AHJ efforts in support of project construction.
- Review and provide comments to all schedules of all types submitted by the General contractor in accordance with the Construction Contract Documents requirements, conduct analyses and assessments of those schedules, and provide written review comments to ensure project completion within the scheduled timeframes.
- Provide time impact analysis, provide advice and opinions to the Authority regarding the General contractor's schedules, schedule updates, progress of the construction work, and project expenditure/budget as necessary.

Project Administration/Document Controls

a. Project Administration:

• The Consultant shall verify the accuracy of the General contractor's monthly invoice against field progress and documentation and provide a recommendation for approval. The Consultant shall assist and support the Authority as needed in processing each payment to the General contractor.

• With each General contractor, vendor, or other service provider's progress payment request or invoice, the CM/RE shall certify in writing that:

"Based on the Resident Engineer's observations at the site of the Project and on the data comprising the Application for Payment or Invoice, the Resident Engineer hereby certifies that the Work has progressed to the point indicated and that, to the best of the Resident Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Construction Contract Documents. The foregoing representations are subject to minor deviations from the Construction Contract Documents correctable prior to completion and to specific qualifications expressed by the Resident Engineer."

• Obtain and review weekly certified payrolls (CPR) submitted by General contractor for compliance with prevailing wage rates. This project is considered a federal contract with regard to labor compliance. Consultant shall review Certified Payroll Reports and compare them with observed workforce activity documented in the General contractor's daily field reports to identify discrepancies; however, the Consultant is not responsible for maintaining independent payroll or detailed labor-hour records. Consultant must notify the Authority and General contractor of any discrepancies between wages paid and the prevailing wages. Verify supplemental checks for back wages are issued, if required.

- Review bonds and certificates of insurance from General contractor, vendors, and other service providers for compliance with their contracts and forward them to the Authority. Notwithstanding the review of certificates of insurance by Consultant, General contractor, vendors, and other service providers shall remain solely liable for providing insurance in accordance with the provisions of their Contracts. On behalf of the Authority, Consultant shall notify General contractor, vendors, and other service providers of the expiration of insurance or increases in bond values due to change order additions. Consultant shall not recommend progress payments unless insurance and bonds are in full force and effect.

- Coordinate with the Authority to verify General contractor's Disadvantaged Business Enterprise (DBE) compliance as necessary.

- Each Monday, the Consultant shall prepare and distribute to the General contractor a "Weekly Statement of Calendar Days" report for the previous reported week. The report shall include the number of calendar days elapsed, remaining Contract Time, approved time extensions, and any variance from the Contract completion date.

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b. Document Controls:

- Provide all project document controls services. Keep accurate records of Construction Contract Documents, plans, specifications, addenda, change orders, and other modifications, RFIs, shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operations manuals and instructions, correspondence, reports, and other project-related documents. Support the flow of documents and communications between the Authority staff, General contractor, Authority, AHJ, and all other project stakeholders. Maintain Project files of all documents. Assist the Authority as necessary in responding to public record requests.

<u>Monthly Invoicing and Progress Reports</u>

Compensation for services under this Agreement shall be on a Time and Expense basis, subject to the total agreed-upon not-to-exceed amount. Consultant shall submit monthly invoices itemizing labor hours by classification and reimbursable expenses. Reimbursable expenses shall be billed at cost without markup unless otherwise authorized in writing by the Authority. By the last day of each month, submit monthly invoices, including a list of personnel and hours worked for the month. With each monthly invoice, Consultant shall include a monthly progress report that describes the work the Consultant completed during the invoice period, the current status of the Project, the projected status for the next month, and any outstanding issues.

Provide payroll records upon the Authority's request to verify the Consultant's staff hours spent for the reported months.

Project Coordination and Meetings

Consultant shall coordinate, schedule, attend, and administer project meetings. Meetings, other than field meetings, may be in-person or virtual at the Authority's sole discretion. Prepare and distribute the meeting agenda a minimum of two (2) business days prior to each meeting. Prepare and distribute meeting minutes within three (3) business days after each meeting. Consultant shall attend the meetings below at a minimum during the entire duration of the Project:

- Preconstruction meetings after Notice to Proceed of the Construction Contract between the Authority and General contractor.
- Field and office meetings with the General contractor on a regular basis, not less than weekly, for purposes of communication, coordination, discussion, and resolution of problems and/or negotiation of CCOs.
- Weekly meetings with the Authority and Consultant.
- Monthly status update meetings with the Authority. The Consultant shall present monthly progress reports to the Authority, including all construction issues and potential solutions.
- Quarterly update meetings with the Authority and other stakeholders. Consultant shall make a presentation for project updates. No monthly status update meetings are required in the months when quarter update meetings are held.
- Any other project technical and coordination meetings as required for the project.

TASK 2 – Coordination with Authority and Other Project Stakeholders

Consultant shall coordinate with applicable agencies and project stakeholders as necessary to monitor compliance and verify that concerns are identified, tracked, and addressed in accordance with the Contract Documents. Keep a record/history of all coordination and communications.

TASK 3 - Construction Field Inspections and Observations

The Consultant, for each workday on which construction activities occur, shall verify that the General contractor performs daily field inspections throughout construction, and shall witness and document all field testing and inspections conducted by the AHJ. The Consultant's field inspectors and quality assurance survey crew shall coordinate with the General contractor to verify that all construction staking required for the Project is performed accurately and in accordance with the Contract Documents.

Consultant shall provide structural observations for construction work as required. The structural representative shall perform inspections required in this scope of services to assure compliance with construction plans, specifications, and special provisions for all phases of structural construction, including all structural supporting elements, foundations, walls, falsework, shoring, and drainage structures. Provide a separate report for each structural observation. Identify any structural issues and any resolutions discussed and provided.

Daily inspection reports and structural observation reports shall be signed and dated by Consultant, field inspector, or structural representative, prior to being submitted to the Authority via email on the following date of the date reported.

TASK 4 - Soils and Materials Inspection Services

The Consultant shall validate and certify all work, providing oversight of all material testing and inspections, including, but not limited to, compaction of foundation base, base, and sub-base; asphalt concrete; concrete; reinforcing steel; and structural steel welding. Such work shall be inspected and tested under the Consultant's oversight of the General contractor's staff, and in accordance with the requirements of all AHJ, as applicable.

Consultant shall implement and administer a compliance monitoring program to verify the General contractor's adherence to applicable federal domestic preference requirements, including but not limited to Buy America requirements under 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661, and the Build America, Buy America Act (BABA), as applicable to the Project.

Consultant's services shall include review of domestic content certifications; manufacturer affidavits; mill test reports; bills of materials; cost of components documentation; waiver documentation, if applicable; and other supporting records necessary to evaluate compliance for steel, iron, and manufactured products incorporated into the Work. The Consultant shall track and maintain a compliance log that identifies applicable items, certification status, and outstanding documentation.

Consultant shall promptly notify the Authority in writing of any incomplete, deficient, or nonconforming documentation or materials and shall recommend corrective actions as appropriate. Consultant's review shall be for the purpose of advising the Authority regarding apparent compliance and shall not constitute certification of compliance nor relieve the General contractor of sole responsibility for meeting all applicable federal domestic preference requirements.

TASK 5 - Quality Assurance Surveying

Consultant shall establish and maintain independent quality assurance control points and benchmarks as necessary to verify the accuracy of the General contractor's construction staking. The General contractor remains solely responsible for all

construction layout and staking required to perform the Work. Consultant shall review and comment on the General contractor's survey data.

The number of Consultant surveying personnel required for the project is expected to fluctuate based on project needs. Consultant shall provide qualified personnel and equipment necessary to perform authorized quality assurance surveying services, subject to Authority-approved staffing levels and written task authorizations.

Specific surveying requests will be initiated by the Responsible Engineer, utilizing a survey request form in a mutually agreed-upon format. Once the request has been approved, Consultant shall commence authorized services within the agreed response time and proceed in accordance with the approved task order. The Consultant shall order other special check surveys, quantity measurements, and investigative surveys that are required, following authorization by the Authority.

Consultant shall not perform quality assurance surveying services when, in its professional judgment, site conditions present a safety hazard, and shall promptly notify the Authority of such conditions.

Consultant may be requested to assist the Authority in reviewing and verifying real property/surveying documentation such as legal descriptions, plat maps, etc.

A report of surveying work and results shall be submitted to the Authority within three (3) business days after surveying work has been performed. Include all field notes and data as appendices to the reports.

Tasks and assignments to be performed by Consultant personnel will generally include, but are not limited to, the following:

Construction Contract Documents. Consultant shall perform independent quality assurance surveys as directed by the Authority or RE for the purpose of verifying conformance of the Work with the Contract Documents. Consultant shall not perform construction staking or layout required under the Construction Contract. Consultant may perform limited survey-related calculations necessary to verify field conditions. Consultant shall not perform design engineering services unless specifically authorized under a separate written amendment. Coordinate with field inspectors to verify the General contractor's project staking. Consultant shall review and comment on the General contractors' QA/QC plans for adequacy and sufficiency.

Survey Calculations and Adjustments. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System. Cross-Section Data Collection shall be performed by conventional and terrain line interpolation survey methods. Survey Data Formatting will include formatting topography, cross-section, and other survey data into computerized formats compatible with the computerized survey and design systems. Preparing and maintaining survey documents will include compiling any survey field notes, maps,

drawings, and other survey documents. If directed by the Authority, Consultant shall perform settlement monitoring to report observed movement. Consultant shall not be responsible for structural evaluation or design determinations related to settlement. GPS equipment shall be made available for use if required by the Authority.

Existing Right of Way and Easements. Consultant may assist the Authority in reviewing right-of-way documentation; however, Consultant shall not assume responsibility for statutory filings or recordation unless specifically authorized in writing.

New Right of Way and Easements. Consultant may perform verification surveys related to right-of-way limits as shown in the Contract Documents. Consultant shall not establish new legal property boundaries unless expressly authorized in writing by the Authority.

Control Survey. Consultant may establish independent horizontal and vertical control points for the limited purpose of verifying the General contractor's construction control. The General contractor shall remain solely responsible for establishing and maintaining all control required for construction. Consultant shall not assume responsibility for construction layout or staking.

Topographic Surveys. Consultant shall perform limited QA topographic surveys as directed by the Authority to verify that construction conforms to the Contract Documents. The General contractor remains responsible for all design, layout, and construction control points.

As-built Drawing Survey Support. Consultant shall provide verified field measurements and electronic survey data to support the development of as-built drawings. Consultant is not responsible for the preparation or design verification of as-built drawings beyond verifying field measurements.

Survey Monument Markings. Consultant shall mark survey monuments established under its QA responsibilities with disks, plugs, or tags acceptable to the Authority. Consultant shall identify monuments with the license number of the surveyor in charge. Consultant shall not assume responsibility for legal property boundaries or statutory recordation unless specifically authorized in writing.

All surveys shall be performed in accordance with the current industry standards, the Professional Land Surveyors Act, and in accordance with the directions of the Authority.

Surveys performed by Consultant shall conform to the requirements of the Land Surveyors' Act. In accordance with the Act, "responsible charge" for the work shall reside with a Licensed Land Surveyor or a pre-January 1, 1982, Registered Civil Engineer, in the state of California.

Unless otherwise specified, control surveys shall conform to the Authority-approved standards.

Additional standards for specific surveying work might be included in a special survey request by the Authority. Such standards supplement the standards specified herein. If such additional standards conflict with the standards specified herein, the survey request standard shall govern.

Task 6 Constructability Review Services

The Consultant shall furnish all labor, materials, expertise, and incidentals necessary to perform a comprehensive constructability review and value engineering (VE) evaluation of the bridging documents, including drawings, specifications, design narratives, performance criteria, and technical requirements. All services shall comply with applicable federal, state, and local regulations, including the California Building Code, transit agency standards, and Owner directives.

The Consultant shall perform the following services:

1. Document Completeness and Coordination
    - Review architectural, structural, civil, mechanical, electrical, plumbing, communications, and specialty system documents for consistency and completeness.
    - Identify omissions, discrepancies, or conflicts that may impair the Design Build procurement process or construction operations.
    - Verify alignment with Owner performance requirements and operational needs.
2. Construction Feasibility and Methodology
    - Evaluate practicality regarding sequencing, site logistics, staging, crane access, and construction safety.
    - Assess impacts of existing conditions, utilities, geotechnical information, and environmental permitting requirements.
    - Recommend adjustments to improve constructability and minimize construction risk.
3. Cost, Schedule, and Procurement Considerations
    - Identify design elements that may drive elevated cost, long-lead procurement, supply chain risk, or schedule delays.
    - Highlight opportunities for cost containment or improved construction efficiency.
4. Value Engineering (VE) Services

The Consultant shall conduct a value engineering review in conjunction with the constructability analysis. VE services shall include:

a. Identification of Cost Reduction Opportunities

- Evaluate alternative materials, systems, assemblies, or design approaches that can reduce capital cost without diminishing performance, durability, or compliance with Owner requirements.
- Identify opportunities to simplify construction methods or reduce labor intensity.
- Review lifecycle considerations and recommend cost-saving strategies that maintain long-term operational efficiency.

b. VE Alternatives Development

- Develop feasible VE proposals including description, rationale, anticipated cost savings, potential schedule impacts, risks, and required design modifications.
- Coordinate with the Project Manual design team to confirm that suggested alternatives remain compliant with project performance criteria and regulatory requirements.

c. VE Recommendations Summary

- Provide a prioritized list of VE opportunities categorized by estimated cost impact, implementation complexity, and effect on project quality and performance.
- Identify VE items appropriate for incorporation into the Project Manual versus those appropriate for Design-Build proposer consideration.

5. Risk Assessment
   - Identify constructability and cost-related risks including ambiguous requirements, incomplete scope definitions, or areas prone to design-builder interpretation.
   - Provide a risk matrix ranking likelihood and impact, with recommended mitigation strategies.
6. Review Workshops and Coordination
   - Participate in meetings and workshops with the Owner, Project Manual design team, and stakeholders to review findings, VE proposals, and resolution strategies.
   - Support refinement of Project Manual based on mutually agreed recommendations.
7. Deliverables

The Consultant shall provide the following deliverables:

a. Constructability Comment Log

- Consolidated, discipline-specific comments in a trackable format compatible with Owner systems.

b. Constructability Review Summary Report

- Key findings, significant issues, proposed resolutions, and potential cost or schedule impacts.

c. Value Engineering Report

- Detailed VE proposals including estimated cost savings, implementation considerations, risks, and recommendations.
- Prioritized VE matrix summarizing high-value opportunities.

d. Risk and Mitigation Matrix

- Identification and ranking of constructability and cost-related risks with mitigation strategies.

e. Workshop Participation

- Attendance at up to two (2) workshops or meetings to present findings and support Owner decision-making.

8. Schedule

The Consultant shall begin services upon issuance of Notice to Proceed. The initial review and VE assessment shall be completed within the agreed schedule, typically three (3) to six (6) weeks, depending on document volume and complexity. Additional review cycles shall be authorized by Owner direction.

9. Assumptions and Owner Responsibilities

- Owner will furnish all Project Manual documents, relevant studies, and background information necessary for the Consultant's review.
- Consultant will not provide architectural or engineering design services; all VE recommendations are advisory.
- Additional services due to significant document revisions or Owner-requested extra review

10. Acceptance Criteria

Deliverables shall be considered acceptable when they:

- Address all required Project Manual components;
- Include clear, actionable constructability and VE recommendations;
- Are submitted in the required format and within agreed timelines; and
- Are reviewed and approved by the Owner's Project Manager

-END OF SCOPE OF WORK-

V. Proposal Requirements

Each technical proposal shall contain as a minimum, the following elements:

A. Presentation

Proposals should not include any unnecessarily elaborate or promotional material. The formats for the technical and Cost Proposals shall be as shown below. Proposers are urged to be thorough in the presentation of their Proposals. Material shall be presented in the order of the format below. All submittals are mandatory and considered part of the evaluation process. Failure to comply with this requirement may result in disqualification.

B. Letter of Transmittal

The Letter of Transmittal should identify the proposer and demonstrate their understanding of the Project and services required and the anticipated outcomes. Specifically, the Letter of Transmittal shall be addressed to the Authority as indicated in Section VII of these instructions and must, at a minimum, contain the following:

1. Identification of the Proposer, including name, address, and telephone.
2. Proposed working relationship between the Proposer and sub-contractors/sub-consultants, if applicable.
3. Acknowledgment of receipt of all RFP addenda, if any.
4. Name, title, address, and telephone number of contact person during the period of Proposal evaluation.
5. A statement to the effect that the Proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
6. Signature of a person authorized to bind the Proposing Company to the terms of the Proposal.

C. Executive Summary

In addition to any introductory remarks in the Executive Summary, the Proposer shall state its understanding of the overall Project objectives and the skill levels required to successfully accomplish the Project objectives. Key points of the Proposal should be summarized including: primary tasks or events, the approach to be employed, any innovative techniques or solutions, insights, resources, requirements, etc.

This summary shall also state whether the Proposal does or does not fully comply with the requirements as defined in this RFP, noting any exceptions, and shall be signed by an authorized representative of the company.

The prospective contractor shall designate by name the project manager to be assigned to this project. The selected contractor shall not cause the substitution of the project manager without prior written approval of the Lake Transit Authority.

D. Personnel

The prospective contractor shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resume for each professional, a statement indicating how many hours (estimated) each professional will be assigned to the contract and what tasks each professional will perform. The contractor shall not cause members of the project team to be substituted without prior written approval of the Lake Transit Authority.

1. Indicate adequacy of labor resources utilizing a table projecting the approximate labor-hour allocation to the Project by individual task. Include the name and roles of the Proposer's Project Manager and other key managerial and technical personnel to be assigned to the Project in the specified tasks and include major areas of any subcontract work.
2. Include and thoroughly explain the Project organization and control measures, including the proposed quality assurance plan.
3. Include a statement signed by a duly authorized officer of the Proposer to the effect that all personnel offered in the Proposal are either employed full-time by the firm or contractually obligated to the firm and available for the duration of the Project at the person-hour level shown.

E. Qualifications, Related Experience and References

This section of the Proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be provided, strength and stability of the firm, staffing capability, workload, record of meeting schedules on similar Projects, and supportive client references.

1. Provide a brief profile of the firm including the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the Project.
3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this Project. Authority is particularly interested in selecting a Proposer who has a thorough understanding and extensive experience with transit facilities and the Scope of Work outlined herein. Describe experience in similar Projects, particularly in the transit and public sector environments. Any value-added services should be included here. The Proposer must demonstrate to the satisfaction of the Authority that it has sufficient resources, capabilities, and experience to meet the business needs as stated in this document. The Proposer shall state and identify its involvement with other clients for both past and present Projects. The Proposer shall state the client's name, and references (see 4 below) for similar Projects, particularly those

conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those Projects of similar type, magnitude, and complexity. The Proposer's involvement and responsibility should be defined for each Project.

4. The prospective contractor shall provide names, addresses and telephone numbers for at least three clients for whom the prospective contractor has performed within the last five (5) years, from previous or current clients, work similar to that proposed in this request (See Attachment E - Reference Form). A summary statement for each assignment shall be provided. Furnish the name, title, address, and telephone number of the person(s) at the client organization who are most knowledgeable about the work performed.

F. Subcontractors

If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal. Consultant mark-up on sub-consultant costs is not allowed.

Identify any subcontractors by company name, address, contact person, and telephone number, and Project function.

NOTE: Subcontractors will be obligated to comply with all applicable Federal and State procedures for this contract.

G. Methodology

The Proposer shall provide a narrative Work Plan, which addresses the Scope of Work and shows the Proposer's understanding of the Authority's needs and requirements. The prospective contractor shall describe the overall approach to the project, specific techniques that will be used, and specific administrative and operations management expertise that will be employed.

Proposers' responses to the required tasks outlined in the RFP must be specifically numbered the same as in the RFP. If the responsible party for a certain task is not the Consultant, then that should be noted to maintain the required numbering. If additional tasks are proposed, they should be numbered as sub-tasks under the appropriate existing task.

The work plan shall also identify all meetings, progress reports, deliverables, and the estimated staffing and hours to accomplish each task and deliverables.

1. Describe the approach to completing the tasks specified in the Scope of Work.
2. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
3. Identify methods that the Proposer will use to ensure quality control as well as budget and schedule control for the Project. The Proposer may also propose procedural or technical enhancements/innovations to the General Requirements

and Scope of Work, which do not materially deviate from the objectives or required content of the Project.

4. Exceptions/Deviations

   State any exceptions to or deviations from the requirements of this RFP, separating "technical" exceptions from "contractual" exceptions. Where the Proposer wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, thorough explanations are required. Authority, at its sole discretion, may modify or reject any exception or proposed change. The exceptions will be taken into consideration when evaluating the section that is most applicable to the exception listed.

   If no exceptions are requested or identified during the Q&A phase, Proposer(s) will be deemed to have accepted all requirements, including contractual terms and conditions, as set forth in the solicitation. Exceptions may not be considered after this phase of the solicitation.

H. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall also include key Project milestones for completing the tasks in terms of elapsed weeks from the Project commencement date.

The Consultant shall submit all documentation to LTA in PDF, CAD, Word, and/or Excel formats, based upon the document type, including the as-built drawings per LTA's request.

I. Cost Proposal

1. **Cost Proposal must be submitted in a separately sealed envelope** from the Technical Proposal. Refer to Attachment G, Cost Proposal Form.
2. As part of the Cost and Price Proposal, the Proposer shall submit proposed pricing for each task described in the Scope of Work.
3. All prices expressed by the Proposer in its offer must be firm, expressed in U.S. dollars, and defined as to be understandable and without ambiguity as to the meaning. The Cost Proposal shall describe the hourly rate for all employees assigned to this contract and all costs of performing the work including costs associated with the administrative and risk responsibilities assigned to the Proposer.
4. The Proposer shall only be reimbursed for indirect rates that comply with Federal Acquisition Regulations (FAR) Part 31.2. Authority will accept approved rates by the Defense Contract Audit Agency (DCAA) or another approved governmental entity. Said proposed indirect rates will be subject to audit prior to a notice to proceed with the work contemplated in the Agreement. In the alternative, Authority reserves the right to audit the proposed rates and make an appropriate adjustment to the prior billings at any time prior to the final payment of the Proposer.

5. The Proposer shall complete the Cost Proposal Form (Attachment G), included with this RFP, and furnish any narrative required to explain the prices proposed. Additionally, the Proposer shall provide an Excel spreadsheet that includes a breakdown of each project task, the proposed personnel and their job titles, the proposed personnel's fully-weighted hourly rates, and the estimated hours each individual will spend on each task. Reimbursement for travel-related direct costs (hotels, meals, etc.) is limited to approved State rates which be found on the Caltrans website: https://dot.ca.gov/programs/accounting/travel-guide. Receipts are required to be submitted for all direct costs, other than fully-weighted personnel costs.
6. Consultant shall include the preparation and submittal of Record drawings upon project completion. Consultant shall provide a cost estimate based on time-and-materials to provide As-Built services after the construction phase of the project has been completed.

J. Insurance Requirements

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions entirely consistent with— all LTA's "Insurance Requirements," which are noted in Attachment H ("Insurance Requirements"). Evidence of the insurance coverage will need to be in place before a Consultant starts performing the Services. A Proposer must be prepared to meet all insurance requirements (at no cost to LTA) if the Proposer is awarded a Contract. LTA will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to LTA.

However, before a Proposer submits a Proposal:

1. A Proposer must give to its insurance company, or insurance agent, the "Insurance Requirements" in this RFP and the proposed Contract;
2. The insurance company's underwriter or agent then must complete the "Insurance Requirements Declaration" which states that the insurer's underwriter or agent will furnish LTA with the required insurance documents within fourteen (14) calendar days from the date that LTA issues the selected Proposer a "Notice of Intent to Award Contract."

The Proposer must submit the "Insurance Requirements Declaration" with its Proposal. LTA may reject any Proposal made without this declaration or made with an incomplete declaration form.

VI. EVALUATION AND SELECTION CRITERIA

A. Evaluation of Proposals

This RFP includes specific requirements that will be used for the evaluation of Proposals. To be considered a responsive Proposal, the Proposer will submit all information as required in the Proposal Submittal Checklist, General Requirements, Scope of Work, and Technical Specifications. Selection of the Proposer will be made in accordance with

California Government Code Section 4525 et. seq. The selection of professional services is made on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services at a price determined by the Authority as being fair and reasonable. The Authority will evaluate Proposals with respect to established evaluation criteria. As part of the evaluation process, the Authority may request that selected Proposers appear for clarifications and discussions after reviewing the written Proposals. Proposers should be prepared to have key management personnel available for these clarifications and discussions.

If clarifications and discussions are conducted, the Authority will notify the Proposer of the date and time at which they will occur. The Authority may also request additional information to clarify or assist in the evaluation.

B. Evaluation Procedure

An evaluation committee, in accordance with the criteria established, will evaluate all proposals received as specified. Based on that evaluation, Authority may select finalists for possible clarifications and discussions related to the submitted Proposal. Proposers should be aware, however, that an award may be made without further discussions. Once the evaluation process is complete, Authority will enter into negotiations with the highest-ranked Proposer. If an agreement cannot be reached, then negotiation proceeds with the next highest-ranked Firm's Cost Proposal.

C. Scoring Schedule

	Evaluation Criteria	**Allocation**
A	Proposer Experience with Similar Projects	30%
B	Key Personnel Qualifications and Project Organization	25%
C	Technical Solutions/Work Plan	35%
D	Past Performance	10%
	Total Possible:	**100%**

D. Evaluation Criteria

An award will be made to the highest ranked Proposer who is most qualified and offers a fair and reasonable price to the Authority. Proposals will be evaluated in accordance with the following criteria:

1. To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify the Proposal from further consideration.
    a. In accordance with California Government Code 4525, all construction project management services for this project shall be provided by a licensed architect, registered engineer, or licensed General Contractor

who meets the requirements of California Government Code Section 4529.5 for management and supervision of work performed on construction projects.

b. Firm has not defaulted on a contract within the past five (5) years, declared bankruptcy, been placed in receivership, or been denied credit within the past three (3) years.
c. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
d. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations, including, without limitation, prevailing wage laws and apprenticeship laws.
e. Firm must have a minimum of ten (10) years' experience and a demonstrated track record of quality work, knowledge, skills, and abilities in providing construction management services, preferably in an environment of similar size and scope as defined in this solicitation.
f. Licensed to do business in the State of California.

2. Proposer Experience with Similar Projects:
   In evaluating a Proposer's experience with similar projects, a favorable Proposer shall demonstrate extensive experience with projects of similar scope and size of service as outlined in the Scope of Work, strength, and stability of the firm, staffing capability, workload, and a record of meeting schedule requirements on similar projects. Additionally, favorable Proposers will have a variety of experience performing similar public works projects with public, government, and transit agencies. Proposers with a deep understanding of federal, state, and local laws will be considered more favorably, including firms with experience in design-build project delivery methods.

3. Key Personnel Qualifications and Project Organization:
   Favorable Proposer's key personnel will possess an appropriate level or combination of education, certifications, licensing, experience, and background for the Project. Key personnel with experience in transit facility projects similar to the Scope of Work will be evaluated more favorably. Additionally, favorable Proposers will indicate the adequacy of labor resources, thoroughly explain project organization and control measures, including the proposed quality assurance plan, and include the names and roles of key managerial and technical personnel to be assigned to the Project in the specified tasks and include major areas of any subcontract work.

4. Technical Solutions/Proposer Work Plan:
   A favorable Proposer will demonstrate a clear understanding of the scope of services as evidenced by a complete work plan that describes the Proposer's approach and fulfills all requirements outlined in the Scope of Work. Furthermore, a favorable Proposer will clearly explain sequentially the activities that would be

undertaken in completing the tasks and specify who would perform them. Likewise, a detailed work schedule representing all major Project milestones for completing the tasks in terms of elapsed weeks from the Project commencement date will be provided. Also, the favorable Proposer will identify methods that will be utilized to ensure quality control as well as budget and schedule control for the Project.

High-quality, creative, tactful, and comprehensive proposals that demonstrate the proposer's understanding of the Project and willingness to comply with standard Agreement requirements will be evaluated more favorably. If the Proposer believes that additional activities/tasks beyond what are identified in the RFP are necessary to successfully achieve the Project's goals, the Proposer shall identify these activities/tasks in their Proposal. Not all necessary tasks may be listed in the Scope of Work, and the Authority will rely on the expertise and experience of a well-qualified firm to identify additional tasks in their proposal, ensuring successful Project delivery.

5. Past Performance (References):
   Proposers that provide a minimum of three (3) references within the last ten (10) years, from previous or current clients, with a similar scope of service as outlined within this RFP will be evaluated more favorably. The Authority reserves the right to consider references from other sources available to the Authority.

The Authority will perform a preliminary evaluation to determine whether each Proposal is responsive to this RFP immediately after receipt of the Proposal Documents. The Authority may exclude from further consideration any non-responsive Proposal. A responsive Proposal is a Proposal that conforms, in all material respects, to the RFP documents.

E. Award

1. Award will be made to the highest-ranked Proposer offering a price determined to be fair and reasonable.
2. The Authority reserves the right to withdraw this request at any time without prior notice. Furthermore, the Authority makes no representations that an Agreement will be awarded to any Proposer responding to this invitation. The Authority expressly reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals received without indicating any reasons for such actions.
3. The Authority reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted. Therefore, the Proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion.
4. The Authority reserves the right to make an award within one hundred twenty (120) calendar days from the date Proposals are opened. Should the award in

whole or in part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon the successful Proposer's acceptance.

5. Prior to the award of the contract, the selected firm may be required to submit to a pre-award audit of its financial records to confirm claims of financial stability and ascertain the capacity of their accounting system for administering the Project.

F. Notification of Award and Debriefing

The Proposers that submit a Proposal in response to this RFP shall be notified in writing regarding the firm that was awarded the Agreement. Such notification shall be made within fourteen (14) days of the date the Agreement is awarded.

G. Confidentiality

Prior to Contract Award, the Authority will treat as confidential all information contained in and so clearly identified in Proposals, supplements, and communications made in the course of procurement negotiations.

To ensure appropriate post-award confidentiality, Proposers should clearly identify trade secret information and should specifically cite statutory or regulatory authority for exemption from public disclosure. The Authority disclaims liability for inadvertent disclosure of trade secrets or other information entitled to confidential treatment if the Proposer has failed to identify trade secrets or other sensitive information clearly or has failed to cite statutory or regulatory authority for keeping other information confidential.

VII. GENERAL INFORMATION

A. Proposal Submittal

Proposals must be received by no later than **5:00 p.m. on September 30, 2026**. Five (5) print copies of the proposal, plus one electronic copy shall be furnished. Proposals may be either mailed or hand delivered to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482

The technical proposal and cost proposal (**Attachment G**) must be submitted in separate sealed envelopes.

Proposals not received by the date and time specified will be deemed non-responsive and not considered for award.

Proposals **may** also be submitted electronically via email (an electronic submission would be in addition to mailed, hard copies. Proposers **must** submit a hard copy proposal to be considered responsive) to James Sookne at jsookne@dbcteam.net. If submitting electronically, please send all cost proposals separately in a password protected PDF document.

B. Late Submittals

A proposal is late if received at any time after **5:00 p.m. on September 30, 2026**. Postmarks will not suffice. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the proposer. To be considered, however, any modified proposal must be received by the date and time specified above.

D. Schedule

The tentative schedule of activities related to the Request for Proposals is as follows:

Activity	Date
RFP Mail-out	8/19/26
Written Question Submittal Deadline	9/02/26
Response to Questions Posted to LTA's website http://www.laketransit.org/	9/09/26
Proposal Submittal Deadline	9/30/26
Review/Ranking of Proposals	10/14/26 – 10/16/26
Interviews (if needed)	10/22/26 – 10/23/26
Contractor Selection, Negotiation and Contract Award	11/4/26
Project Starting Date - Notice to Proceed	11/14/26

E. Property Rights

Proposals received within the prescribed deadline become the property of the Lake Transit Authority and all rights to the contents therein become those of LTA.

F. Amendments to Request for Proposals

The Lake Transit Authority reserves the right to amend the Request for Proposals by addendum prior to the final date of proposal submission. All addenda will be posted on LTA's website https://www.laketransit.org//.

G. Funding

Funding for this project is provided with State (Transit and Intercity Rail Capital Program [TIRCP]) grant funds. The project may include FTA (Federal Transit Administration) funding. Project must comply with regulatory requirements of all funding sources.

H. Non-commitment of the Lake Transit Authority

This Request for Proposals does not commit Lake Transit Authority to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. LTA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified individual or firm, or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of LTA to do so.

I. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

J. Questions

Questions regarding this Request for Proposals will only be accepted in writing (Correspondence or E-mail is acceptable). Questions should include the individual's name, name of the firm, address, telephone number, and e-mail address. Questions must be submitted no later than **September 02, 2026** to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482
Email: jsookne@dbcteam.net

Questions and answers will be provided in the form of an addendum to this RFP, and will be posted on LTA's website http://www.laketransit.org/ by **September 09, 2026.**

K. Affirmative Action

Prospective contractors should be aware that the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11275, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other federal and state laws pertaining to equal employment opportunity are applicable to any contract awarded by the Lake Transit Authority.

L. Protest Procedures and Dispute Resolution Process

Lake Transit Authority's "Protest Procedures and Dispute Resolution Process" shall be utilized to resolve any protests or disputes to this procurement process. *(See attached **Attachment C** - Protest Procedures & Dispute Resolution Process)*

M. Acceptance of Contract

The successful Proposer will be required to accept a written contract in accordance with, and including as a part thereof, the published notice of Request for Proposals, the requirements and conditions and specifications, with no exceptions other than those specifically listed in the written contract.

N. Disqualification of Proposers

If any Proposer acting as a prime contractor has an interest in more than one (1) Proposal, all such Proposals will be rejected, and the Proposer will be disqualified. This restriction does not apply to sub-contractors or suppliers who may submit Proposals to more than one Proposer. No Proposal will be accepted from a Proposer that has not been licensed in accordance with the provisions of the State Business and Professions Code.

O. Discrepancies and Misunderstandings

Proposers must satisfy themselves by personal examination of any work site, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed.

No Proposer shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Authority and clarified prior to the submission of Proposals.

P. Record Keeping

Comprehensive records and documentation relating to this RFP shall be maintained by the Consultant.

The records shall include, but are not limited to, contract documents, plans, drawings, specifications, addenda, shop drawings and submittals, change orders, modifications, field test results and records, and as-built drawings and records.

The Consultant shall keep and maintain reasonably complete and reliably detailed records of costs incurred in performing the contract in accordance with applicable FTA requirements.

ATTACHMENT A

Legal Description

For APN/Parcel ID(s): 010-043-580

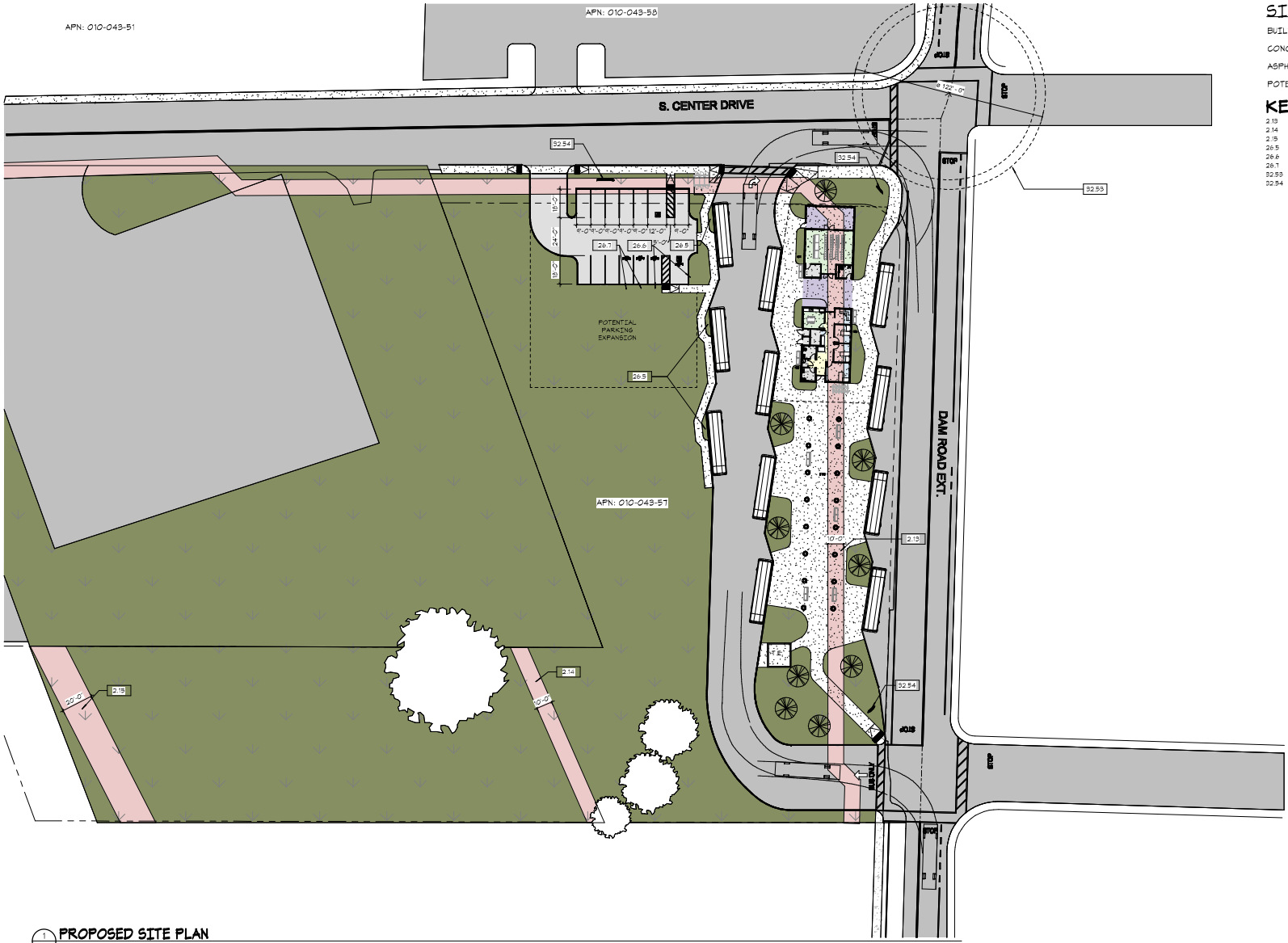
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CLEARLAKE, COUNTY OF SONOMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF CLEARLAKE, COUNTY OF LAKE, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS OF COUNTY OF LAKE AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED IN BOOK 270 OF OFFICIAL RECORDS AT PAGE 134, LAKE COUNTY RECORDS, SAID REAL PROPERTY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY COMER OF THE LANDS OF ADVENTIST HEALTH CLEARLAKE HOSPITAL, INC., AS SAID LANDS ARE DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NO. 97-010079, OF OFFICIAL RECORDS, LAKE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, SOUTH 89° 50 01" EAST 41.69 FEET TO A POINT THEREON, SAID POINT BEING POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 89 50' 01" EAST 264.00 FEET TO A POINT THEREON; SAID POINT LYING NORTH 89° 50 01" WEST 149.14 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE LEAVING SAID SOUTHERLY LINE AT RIGHT ANGLES TO LAST SAID COURSE SOUTH 00° 09' 59 WEST 194.50 FEET; THENCE AT RIGHT ANGLES TO LAST SAID COURSE NORTH 89° 50 01" WEST 260.00 FEET; THENCE NORTH 01° 00' 42" WEST 194.54 FEET TO THE POINT OF BEGINNING.

EXCEPTING AND RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT IN FAVOR OF THE COUNTY OF LAKE FOR INGRESS AND EGRESS PURPOSES AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE ABOVE-DESCRIBED PARCEL 1, SAID POINT LYING NORTH 89° 50 01" WEST 11.36 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE ALONG LAST SAID SOUTHERLY LINE NORTH 89° 50' 01" WEST 29.00 FEET TO A POINT THEREON; THENCE LEAVING SAID SOUTHERLY LINE NORTH 00° 09' 59" EAST 32.33 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" AN ARC DISTANCE OF 39.27 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS 45° 09 59 EAST 35.36 FEET); THENCE SOUTH 89° 50' 01" EAST 15.36 FEET TO A POINT ON THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL 1; THENCE ALONG SAID EASTERLY LINE 00° 09' 59" WEST 24.01 FEET TO A POINT THEREON, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 02° 01' 15" EAST; THENCE LEAVING SAID EASTERLY LINE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91° 51' 16" AN ARC DISTANCE OF 17.63 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 46° 05' 37" WEST 15.81 FEET); THENCE SOUTH 00° 09' 59" WEST 22.33 FEET TO SAID POINT OF BEGINNING.



SITE AREA

BUILDING FOOTPRINT:	2,471 SQFT
CONCRETE AREA:	18,951 SQFT
ASPHALT AREA:	27,159 SQFT
POTENTIAL PV AREA:	14,607 SQFT

KEYNOTES

2.13	(E) 10' EASEMENT FOR WATER LINE
2.14	(E) 10' EASEMENT FOR ELECTRICAL LINE
2.15	(E) 20' EASEMENT FOR SEWER LINE
26.5	EV CAPABLE BUS LEVEL 3 CONNECTION
26.6	EV INSTALLED LEVEL 2 CHARGERS
26.7	EV CAPABLE LEVEL 2 CHARGERS
32.53	SMALL ROUNDABOUT OUTER DIAMETER
32.54	MONUMENT SIGN

1 P.01 **PROPOSED SITE PLAN**
1" = 30'-0"

P.01 SITE PLAN

4/28/2026

LAKE COUNTY TRANSIT HUB

7180 S CENTER DR, CLEARLAKE, CA 95422

LDA Partners
DESIGNERS & ARCHITECTS

Attachment B – Sample Contract

Lake Transit Authority

AGREEMENT FOR PROFESSIONAL SERVICES

XX

This Agreement is entered into on XX, by and between the Lake Transit Authority, hereinafter referred to as the "LTA", and XX, hereinafter referred to as “Consultant.”
RECITALS:

The LTA may retain independent contractors to perform special, technical, expert, or professional services. Consultant is equipped, staffed, licensed, and prepared to provide such services.

The LTA is lead agency for the Lake County Interregional Transit Center, hereinafter referred to as the "Project," funded by the Transit and Intercity Rail Capital Program and Senate Bill 125 from the State of California, California State Transportation Agency (CalSTA), hereinafter referred to as the "State." The LTA shall be responsible to State for the successful completion of this Project.

All services performed by LTA, Consultant and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Lake laws, ordinances, regulations, and Caltrans’ published manuals, including the approved grant application. In case of conflict between Federal, State and County of Lake laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Lake laws and regulations, respectively.

The LTA and Consultant agree as follows:

1. WORK TO BE PERFORMED

   Consultant agrees to provide those services, tasks and products detailed in attachments, incorporated herein by reference. Professional services described in Exhibit A may be refined or amended by agreement of the LTA and Consultant.

   Exhibit A: Consultant’s Proposal to provide professional services to the project
   Exhibit B: Solicitation - RFQ #

   Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof.

2. COMPENSATION

Compensation for services provided shall not exceed $X on a job completion basis. This shall include compensation for completing the tasks and products identified in Exhibit A. Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibit.

The LTA shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on an hourly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit A.

3. INVOICES AND DISBURSEMENT

The LTA will pay Consultant no more than every thirty (30) days based on itemized invoices for work completed, including documentation of any direct costs. Costs shall be shown to reflect hourly billing rates for all staff. Monthly invoices shall be accompanied by a brief summary of progress to date, segregated by task. Sub-consultant invoices shall also include narrative of work completed as well as detailed receipts of any direct expenses. Consultant mark-up of direct expenses or of subcontractor invoices are not allowable, therefore LTA will not pay Consultant for any such increases to actual costs incurred.

The LTA shall review invoices and may approve them for payment or adjust them after consultation with Consultant. Total progress payments for each task shall not exceed 100% of the budget for each major task as shown in Exhibit A. The LTA will make payments within 30 days of receipt of Consultant's invoices.

The LTA shall hold retainage of ten (10%) percent of each invoice. This retention shall be released to Consultant within 30-days after receiving final work products deemed satisfactorily completed by LTA.

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration. For more information, refer to: http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm

If the LTA substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both the LTA and Consultant.

4. REPORTS

Due dates and milestones are detailed in Exhibit A. Preparation of deliverable work products detailed in Exhibit A shall be in formats acceptable to the LTA. The LTA will provide Consultant with guidance on acceptable formats. Consultant shall bear the expense of all printing and reproduction costs of the deliverables, until the final deliverables are accepted by the LTA.

5. SERVICES OF THE LAKE TRANSIT AUTHORITY

The LTA shall provide program guidance and appropriate monitoring of work task performance under this Agreement. The LTA shall place at the disposal of Consultant all available information pertinent to the project.

The LTA will examine all studies, reports, or other submittals from Consultant and will make every effort to provide comments pertaining thereto within ten (10) calendar days of receipt.

6. TERM OF AGREEMENT

The term of this Agreement shall be from XX through XX. Execution of this Agreement by the LTA shall constitute Consultant's authority to proceed immediately with the performance of the work described by Exhibit A, provided that evidence of insurance has been received by the LTA as specified under Section 11 below.

All work by Consultant shall be completed and all deliverables submitted to and in the possession of the LTA by XX. Extensions of the above term may be made only upon written authorization by the LTA.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

LTA, Consultant and all subcontractors shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by LTA upon request, at no cost to State.

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data (“Work Product”) as required by this Agreement shall be and shall remain the property of the LTA and State. However, notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement (“Background IP”), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants the LTA an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-party content that may be used or incorporated in the Work Product shall not become the property

of the LTA. Consultant shall secure all licenses necessary for the LTA to utilize Consultant's services and the Work Product for their intended purposes.

Consultant is advised that, according to Government Code Section 7550, which states in part that "*Any documents or written reports prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports if the total cost for work by non-employees of the public agency exceeds $5,000*."

9. TERMINATION

At any time, the LTA may suspend indefinitely or abandon the project, or any part thereof, and may require Consultant to suspend the performance of its services. In the event the LTA abandons or suspends the project, Consultant shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should the LTA determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of the LTA, Consultant fails to perform or provide prompt, efficient and thorough service, or if Consultant fails to complete the work within the time limits provided, the LTA shall have the right to give notice in writing to Consultant of its intention to terminate this Agreement. The notice shall be delivered to Consultant at least seven (7) days prior to the date of termination specified in the notice. Upon such termination the LTA shall have the right to take Consultant's studies, and reports insofar as they are complete and acceptable to the LTA and pay Consultant for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by the LTA due to the breach of this Agreement by Consultant. Said termination of the Agreement shall not relieve Consultant of its liability to the LTA for any damages, general or consequential, which the LTA may sustain as a result of Consultant's failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless the LTA and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of Consultant, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where Consultant is found to have caused the injury, damage, or loss only in part, Consultant shall hold the LTA harmless only to the extent Consultant caused the injury, damage, or loss. The LTA agrees to timely notify Consultant of any such

negligence claim and to cooperate with Consultant to allow Consultant to defend such a claim.

The LTA shall indemnify and hold harmless Consultant, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Consultant and the LTA and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of the LTA or its contractors or their respective employees, officers and agents

The LTA agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Consultant, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to the LTA for the LTA's protection, its elected or appointed officials, agents, employees and volunteers, Consultant and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by Consultant, by another independent contractor, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to the LTA Certificates of Insurance evidencing minimum coverage as specified in the RFQ #

LTA may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for LTA, and the financial capability of the CONSULTANT to bear the risk of losses without insurance.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the LTA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant to this Agreement. LTA reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by the LTA. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Consultant for liability in excess of such coverage, nor shall it preclude the LTA from taking such other action as is available to it

under any other provisions of this Agreement or otherwise in law.

Before beginning the work, the Consultant shall furnish to the LTA satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

The Consultant shall sign and file with the LTA a Workers Compensation Certificate prior to performing any work. Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

The LTA relies upon the professional ability and stated experience of Consultant as a material inducement to entering into this Agreement. Consultant understands the use to which the LTA will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination Clause. a.) In the performance of work under this Agreement, LTA, Consultant and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave. b.) LTA, Consultant and its sub- consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LTA, Consultant and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full. c.) LTA, Consultant and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement. d.) LTA, Consultant and its sub-consultants will permit

access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this section.

Disadvantaged Business Enterprise (DBE) Obligation. LTA, Consultant and its sub- consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the consultant 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 the recipient deems appropriate.

Title VI of the Civil Rights Act of 1964. The consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. LTA, Consultant and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, Part 200, Uniform Administrative Requirements, Cost Administrative Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable. For more information, refer to: http://www.gpoaccess.gov/nara/index.html.

Record Retention and Audits. LTA, Consultant and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by LTA upon request, at no cost to State.

LTA, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statues, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Lake.

15. INDEPENDENT CONSULTANT

Both the LTA and Consultant agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. The LTA shall compensate Consultant by payment of the gross amounts due to Consultant, and Consultant shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

The Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

The LTA and Consultant each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither the LTA nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, Consultant reserves the right to assign the proceeds due under this Agreement to any bank or person.

In the case of death of one or more members of the firm of Consultant, the surviving member or members shall complete the professional services covered by this Agreement.

18. NOTICES

Notices pursuant to this Agreement shall be served via registered United States mail, or when personally delivered as follows:

Lisa Davey-Bates, Executive Director
Lake Transit Authority
525 S. Main St., Suite G
Ukiah, CA 95482

19. VENUE

The venue for this agreement shall be Lake County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

Lisa Davey-Bates, Executive Director Lake Transit Authority	XX XX
	Federal ID No.:_____

- END OF ATTCHEMENT B -

Attachment C

LAKE TRANSIT AUTHORITY

Protest Procedures and Dispute Resolution Process

Any actual or prospective bidder, proposer, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Contracting Officer. The procedures for submitting protests are as follows:

Protests Prior to Proposal Opening:

Protests regarding any aspect of the attached materials or Lake Transit Authority's selection procedures must be submitted in writing by mail or email no later than 5:00 p.m. within five (5) business days of the date the materials are released to the public. Protests must be submitted to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482
Email: jsookne@dbcteam.net

The Program Manager will respond to any protest within ten (10) business days of receipt. The response will be issued as an addendum to this RFP and delivered by express mail and/or email. This action completes the pre-opening administrative protest remedy at the Lake Transit Authority level.

Protests After Proposal Opening or Announcement of Award:

Protests regarding Lake Transit Authority's proposed selection of a contractor must be submitted in writing by mail or email no later than 5:00 p.m. within five (5) business days following the proposal opening or award announcement. Protests must be submitted to:

James Sookne, Program Manager
Lake Transit Authority
525 South Main Street, Suite G
Ukiah, CA 95482
Email: jsookne@dbcteam.net

The Program Manager will respond to these protests within (10) business days of receipt by email or mail. This action completes the proposal opening/award announcement administrative protest remedy at the Lake Transit Authority level.

ATTACHMENT D – REQUIRED FORMS & CERTIFICATIONS

BUY AMERICA CERTIFICATION

Buy America. The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nora finding under § 70914(b).

A Proposer or Offeror must submit to the FTA recipient the appropriate Buy America certification (below)with all Proposals or offers on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The Proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date_____
Signature_____
Company_____
Name_____
Title_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The Proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D),and 49 C.F.R. 661.7.

Date_____
Signature_____
Company_____
Name_____
Title_____

CERTIFICATIONS AND RESTRICTIONS ON LOBBYING

I,_____ hereby

certify (Name and title of Principal)

On behalf of

_____

that: (Name of Bidder/Company Name)

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

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

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

Signature of authorized representative (Principal)_____ Date___/___/____

Type or print name:_____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

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

   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

      1. Debarred
      2. Suspended
      3. Proposed for debarment
      4. Declared ineligible
      5. Voluntarily excluded
      6. Disqualified

   b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

      1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
      2. Violation of any Federal or State antitrust statute, or
      3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property

   c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

   d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

   e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

   f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

      1. Equals or exceeds $25,000,
      2. Is for audit services, or
      3. Requires the consent of a Federal official, and

   g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

    a. Debarred from participation in its federally funded Project,
    b. Suspended from participation in its federally funded Project,
    c. Proposed for debarment from participation in its federally funded Project,
    d. Declared ineligible to participate in its federally funded Project,
    e. Voluntarily excluded from participation in its federally funded Project, or
    f. Disqualified from participation in its federally funded Project, and

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

Contractor Name:_____ Date:_____

Signature of Authorized Official_____

Name and Title of Contractor's Authorized Official_____

DRUG FREE WORKPLACE CERTIFICATION

I,_____, hereby certify on behalf of (Name of authorized official)

_____that (Name of company)

The CONTRACTOR named above, and all Sub-Contractors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The CONTRACTOR and all Sub-Contractors will therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-free Awareness Program, as required by Government Code Section 8355(b), to inform employees all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation and employee assistance programs, and
4. Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

CERTIFICATION:

I,_____, hereby certify that the above-named company, which I am duly authorized to represent, will comply with the Drug Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this_____day of_____, 20 _____

By_____
(Signature of authorized official)

_____
(Title of authorized official)

NON-COLLUSION CERTIFICATION OF PROPOSING PRIME CONTRACTOR

I_____of_____certify that:

(Printed name of authorized representative) (Proposing Company name)

1) Am fully informed with respect to the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;

2) Such Proposal is genuine and is not a collusive or sham Proposal;

3) Neither the said Proposing Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, Bidding Sub-contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposing company,firm or person to fix the price or prices in the referenced proposal or of any other Bidding or Proposing Company, or to fix any overhead, profit or cost element of the proposed price or theproposed price of any other Bidding or Proposing Company, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against any person interested in the proposed Contract; and

4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposing Company or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

Signature: _____

Title: _____

Date: _____

DBE PARTICIPATION

The following stated dollar ($) amount will be the compensation paid to Disadvantaged Business Enterprise (DBE) Firms certifiable or certified under the provisions of the "Lake Transit Authority DBE Program".

Total Contract Amount $_____

Firm Name:_____

Firm Address:_____

Description of Work:_____

Total Contract Amount $_____

Firm Name:_____

Firm Address:_____

Description of Work:_____

Total Contract Amount $_____

Firm Name:_____

Firm Address:_____

Description of Work:_____

Total DBE percentage participation _____%

Total dollar value of DBE participation $_____

The undersigned hereby certifies that the foregoing statements and information are true and correct.

Name of Bidder: _____

Company Name: _____

INSURANCE REQUIREMENTS DECLARATION

THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM AND THE PROPOSER MUST SUBMIT THIS DECLARATION WITH THE PROPOSAL FORMS.

I, the undersigned (**check one box:** □ underwriter □ agent), certify that I and the Vendor listed below have jointly reviewed the "Insurance Requirements" in this Request for Qualifications. If the Authority awards the Contract for , I will be able—within fourteen (14) calendar days after the Vendor is notified of the Contract's award—to furnish the Authority with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

Name of Insurance Company	**Date**
Insurance Agent's Name (Printed)	**Insurance Agent's Name (Signature)**

Address	**City**	**State**	**Zip Code**

Telephone Number	**FAX Number**	**Email Address**

Vendor's Name	**Request for Proposal**

Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

Commercial General Liability	**Automobile Liability**
Workers' Compensation Liability	**Professional Liability**

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Vendor submits to the Authority do not fully comply with the Insurance Requirements, and/or if the Vendor fails to submit the forms within the 14-day time limit, the Authority may: (1) declare the Vendor's Proposal non-responsive, and (2) award the Contract to the next highest scoring, responsible proposer.

CALIFORNIA LEVINE ACT

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any Agency Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than $250 from the person or company awarded the contract within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board members prior to answering the below questions:

Board Members: Stacey Mattina, Bruno Sabatier, Brad Rasmussen, Dirk Slooten, Kenneth Parlet, Russ Cremer, Danny Wind

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any Agency Board Member in the twelve (12) months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

__ YES __ NO. If yes, please identify the Board Member(s):

_____

_____

_____

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to any Agency Board Member in the three (3) months following any Board action related to this contract?

__ YES __ NO. If yes, please identify the Board Member(s):

_____

_____

_____

Answering yes to either of the two (2) questions above does not preclude the Agency from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

- END OF ATTACHMENT D -

ATTACHMENT E - REFERENCE FORM

Provide three references of similar sized projects/accounts preferably located in the state of California. Include detailed information about the services provided on this form.

1. Name:_____ Phone Number: _____

   Address:_____

   Contract Award Date:_____ Contract End Date: _____

   Contact Name/Title:_____

   Description of Services Provided: _____

_____

_____

_____

_____

2. Name:_____ Phone Number: _____

   Address:_____

   Contract Award Date:_____ Contract End Date: _____

   Contact Name/Title:_____

   Description of Services Provided: _____

_____

_____

_____

_____

3. Name:_____ Phone Number: _____

   Address:_____

   Contract Award Date:_____ Contract End Date: _____

   Contact Name/Title:_____

   Description of Services Provided: _____

_____

_____

_____

_____

- END OF ATTACHMENT E -

ATTACHMENT F – FTA TERMS AND CONDITIONS

1. **Incorporation of FTA Terms.** The following 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 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

2. **Access to Records.** The following access to records requirements applies to this Agreement:
    a. Where the Authority is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of them authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
    b. Where any Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
    c. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
    d. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. **Civil Rights**
    a. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as

amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity– The following equal employment opportunity requirements apply to the Agreement:

i. Race, Color, Creed, National Origin, Sex– In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. 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. § 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ii. Age– In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

iii. Disabilities–- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In

addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. **Disadvantaged Business Enterprises.**
   a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
   b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
   c. The Authority does not have a DBE goal for this project. Contractor will be required to report its DBE participation obtained through race neutral means throughout the period of performance of this Agreement.
   d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 10 days after the Contractor's receipt of payment for that work from the Authority. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
   e. The Contractor must promptly notify Authority whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Authority.

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

6. **Federal Changes**. 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 Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.

7. **Fly America Requirements**. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of

Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8. **Cargo Preference.** Use of United Flag Vessels. The Contractor agrees: (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and (3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

9. **Disputes, Breaches, Defaults, and Litigation Notification**. Notification to the Authority; Flow Down Requirement. If a current or prospective legal matter that may affect the Authority or Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontractor contracts. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Authority or Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

10. **EEO.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60- 300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11. **No Obligation By The Federal Government.** The Authority and Contractor

acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.**
    a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the 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 Agreement or the FTA assisted project for which the Services are 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.
    b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
    c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. **ADA Compliance**. The Contractor will be required to meet all requirements of the Americans With Disabilities Act of 1990 (ADA) and any and all regulations and rule adopted pursuant thereto in performing its Agreement with Authority, and to inform the Authority regarding any and all changes/modifications that are deemed necessary to assure the Project is in complete compliance with ADA.

14. **Davis-Bacon and Copeland Anti-Kickback Acts.**
    a. Minimum wages
        i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are

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

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and The classification is utilized in the area by the construction industry; and The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of

Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

v. (A) The contracting officer shall require that any class of laborers or mechanics who is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

c. Payrolls and basic records –

i. Payrolls and basic records relating thereto shall be maintained by the

contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations,

29 CFR p 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of ”compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees

i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the

applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the 'apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

15. **Patent and Rights in Data.**
a. Rights in Data
i. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under

the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

ii. The following restrictions apply to all subject data first produced in the performance of the Agreement:

1. Except for its own internal use, the Authority or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Authority or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below.

   As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

   a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
   b. Any rights of copyright purchased by the Authority or Contractor using Federal assistance in whole or in part provided by.

3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Authority and the Contractor performing experimental, developmental, or research work required by the Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Agreement, is not completed for any reason whatsoever, all data developed under

the Agreement shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for the Authority or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

4. Unless prohibited by state law, upon request by the Federal Government, the Authority and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Authority or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Authority nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

6. Data developed by the Authority or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Agreement is exempt from the requirements of subsections (2), (3), and (4) of this clause, provided that the Authority or Contractor identifies that data in writing at the time of delivery of the contract work.

7. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

iii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Authority and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

iv. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part

with Federal assistance provided by FTA.

b. Patent Rights
   i. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Authority and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
   ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Authority and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
   iii. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

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

18. **Safe Operation of Motor Vehicles.**

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AUTHORITY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents,

a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

19. **Suspension and Debarment.**

    a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

    b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it entered into.

    c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

21. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

23. **Contract Work Hours and Safety Standards.**

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidate– damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidate– damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this on.

25. **Buy America.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act,

Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

A Proposer or Offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all Proposals or offers on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)
The Proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.
Date_____
Signature_____
Company_____
Name_____
Title_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)
The Proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.
Date_____
Signature_____
Company_____
Name_____
Title_____

26. **Prohibition on providing or using certain telecommunications and video surveillance services or equipment.** Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

27. **Termination**

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

   If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take

possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

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

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall

be the same as if the termination had been issued for the convenience of the Recipient.

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

   If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

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

28. **Conformance with ITS National Architecture.**
Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. **Trafficking in Persons.**
The contractor agrees that it and its employees that participate in the Recipient's Award, may not: Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect; Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

30. **Federal Tax Liability and Recent Felony Convictions.**
The contractor certifies that it:

a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

The Contractor shall flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

31. **Notice to Third Party Participants.**
Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

32. **Notification to FTA.**
If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the Authority, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its sub agreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

a. Types of Legal Matters Requiring Notification. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters Affecting the Federal Government. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the Authority, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the Authority and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Authority. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal,

state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision also applies to all divisions of the Authority, including divisions tasked with law enforcement or investigatory functions.

- END OF ATTACHMENT F -

ATTACHMENT G - COST PROPOSAL FORM

(FORM 60)

Name of Offeror/Contractor		Supplies and/or Services to be Furnished		
Home office address				
Division(s) and Locations where Work is to be performed		Lake Transit Authority Solicitation/Bid/Proposal/Contract Number/Change Notice/Change Order Number:		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.				
1. **Direct Labor**	Est. Hours	Rate Per Hour	Est. Cost	Total Est. Cost
2.	0.00	$0.00	$0.00	
3.	0.00	$0.00	$0.00	
4.	0.00	$0.00	$0.00	
5.			**TOTAL DIRECT LABOR**	$0.00
6. **Labor Overhead (O/H)**	O/H Rate	x Base = Est. Cost		
7.	0%		$0.00	
8.				
9.				
10.			**TOTAL LABOR OVERHEAD**	$0.00
11. **Fringe Benefits Overhead**	FB O/H Rate	x Base = Est. Cost		
12.	0%		$0.00	
13.				
14.			**TOTAL FRINGE BENEFITS OVERHEAD**	$0.00
15. **Direct Material**			Est. Cost	
16. a. **Purchase Parts**			$0.00	
17. b. **Subcontracted items**			$0.00	
18. c. **Other**			$0.00	
19.			**TOTAL DIRECT MATERIAL**	$0.00
20. **Equipment**		Unit Cost	Est. Cost	
21.		$0.00	$0.00	
22.		$0.00	$0.00	
23.			**TOTAL EQUIPMENT**	$0.00
24. **Travel**			Est. Cost	
25. a. **Transportation**			$0.00	
26. b. **Per Diem or Submissions**			$0.00	
27.			**TOTAL TRAVEL**	$0.00
28. **Other Direct Costs (See Line 55, details)**			Est. Cost	
29.			$0.00	
30.			$0.00	
31.			$0.00	
32.			**TOTAL OTHER DIRECT COSTS**	$0.00
33. **Consultants/Subcontractors (See Line 50, details)**			Est. Cost	
34.			$0.00	
35.			$0.00	
36.			$0.00	
37.			**TOTAL CONSULTANTS/SUBCONTRACTORS**	$0.00
38.				
39.	**TOTAL DIRECT AND OVERHEAD COSTS (Total Lines 5, 10, 14, 19, 23, 27, 32 and 37)**			$0.00
40. **General and Administrative Expense**	Rate %	% x Line 39		
41.	0%		$0.00	
42.			**TOTAL GENERAL AND ADMINISTRATIVE EXPENSE**	$0.00
43.			**TOTAL ESTIMATED COSTS (Total Lines 39 & 42)**	$0.00
44. **Fee**	Rate %	% x Line 5,10, 14		
45.	0%		$0.00	
46.			**TOTAL FEE**	$0.00
47.	**TOTAL ESTIMATED COST/PROPOSED PRICE AND FEE (Total of Lines 43 & 46)**			$0.00

48.				
49.				
50. **Identify Consultant(s)** (Refer to Line 28)	Task Assigned	Contract Type	Amount	
51.			$0.00	
52.			$0.00	
53.			$0.00	
54. Total				$0.00
55. **Identify Other Direct Costs** (Refer to Line 33)			Amount	
56.			$0.00	
57.			$0.00	
58. **Total**				$0.00

59. Has any Agency of the United States Government, State government, local public agency or Lake Transit Authority performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.

60.b. Agency Name/Address	60c. Individual to contact/Telephone Number

61. As required by Lake Transit Authority, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.

62. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to Lake Transit Authority's Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.

63. **CERTIFICATE**

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.

64. **CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to Lake Transit Authority's Contracting Officer or to Lake Transit Authority's Contracting Officer's representative in support of _____* are accurate, complete and current as of_____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and Lake Transit Authority that are a part of the proposal.

65. This proposal as submitted represents our best estimates and/or actual costs as of this date.

66. Type Name and Title of Authorized Representative	Signature	Date***

67. * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Request for Proposal No., Change Order No., Modification No., etc.)

68. ** Insert the day, month and year when price negotiations were concluded and price agreement was reached.

69. *** Insert the day, month and year of signing (i.e.. When price negotiations were concluded and mutual agreement was reached on contract

- END OF ATTACHMENT G -

Attachment H – Insurance Requirements

FOR PROFESSIONAL SERVICES AGREEMENT

"PROFESSIONAL LIABILITY" INSURANCE

1.1 Without limiting CONSULTANT's and SUBCONSULTANT's liability and at its sole expense, CONSULTANT's and SUBCONSULTANT's shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

(A) Include "errors and omissions" coverage or

"malpractice" coverage; Afford "practice specific" or "project

specific" coverage;

(B) Provide limits of liability in an amount not less than:

(1) ONE MILLION DOLLARS ($1,000,000) per claim; and

(2) THREE MILLION DOLLARS ($3,000,000) in the aggregate;

(C) Cover a claim or claims arising out of the performance of professional services by:

(1) CONSULTANT's or Subconsultant(s);

(2) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or

(3) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and

(D) Provide coverage for:

(1) The duration of this Agreement; and

(2) At least three (3) years after the Project's completion:

(a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an "extended reporting period" ("ERP") or a "discovery" feature— to allow LTA to report a claim
— for a period of not less than three (3) years following the initial policy's expiration, or following LTA's recordation of its "notice of completion" for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or

(a) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with "prior acts" coverage), for a period of three (3) years following the initial policy's expiration, or following LTA's recordation of its "notice of completion" for the Project, whichever date is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to LTA's review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

"WORKERS' COMPENSATION" INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

(A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

(B) Employer's Liability insurance in an amount not less than:

(1) ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease;

(2) ONE MILLION DOLLARS ($1,000,000) per employee for bodily injury or disease; and

(3) ONE MILLION DOLLARS ($1,000,000) policy limit.

1.2 CONSULTANT's and SUBCONSULTANT's shall provide LTA with a "*certificate of insurance*"— on a form satisfactory to the LTA Attorney or LTA's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

1.3 LTA shall not be liable to CONSULTANT's and SUBCONSULTANT's personnel, or anyone CONSULTANT's and SUBCONSULTANT's directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT's and SUBCONSULTANT's failure to comply with this Agreement's workers' compensation insurance requirements.

"COMMERCIAL GENERAL LIABILITY" OR "BUSINESSOWNERS LIABILITY" INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a "Commercial General Liability" or a "Businessowners Liability" insurance policy on an *occurrence* basis to fully protect CONSULTANT and LTA from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add LTA and its officers, agents, employees, and representatives (collectively, "LTA AND ITS REPRESENTATIVES") as *additional insureds*.

1.2 Coverage afforded to LTA AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONSULTANT. If CONSULTANT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to LTA AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

(A) ONE MILLION DOLLARS ($1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;

(B) ONE MILLION DOLLARS ($1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;

(C) ONE MILLION DOLLARS ($1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and

(D) TWO MILLION DOLLARS ($2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

(A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);

(B) Independent Contractors' Protective Liability;

(C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);

(D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);

(E) Contractual Liability; and

(F) Broad Form Property Damage.

1.4 CONSULTANT shall provide LTA with a "*certificate of insurance*" an "*additional insured endorsement*" and a "waiver of subrogation"— on forms satisfactory to LTA's Attorney or LTA's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The Authority, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of LTA. LTA's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to LTA for any policy cancellation, termination, non-renewal, or reduction in coverage."

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

(A) It must be "admitted" insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance's "List of Approved Surplus Line Insurers" ("LASLI");

(B) It must be domiciled within, and organized under the laws of, a State of the United States; and

(C) It must carry a minimum A.M. Best Company Financial Strength Rating of "A:VII," or

better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to LTA— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages' continuation.

1.3 A deductible or self-insured retention is subject to LTA's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

(A) The amount of the deductible, or self-insured retention, or both;

(B) Whether a limit of insurance has been lowered by any pending or paid claim; and

(C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT's insurance policy:

(A) If CONSULTANT's insurance company adds LTA, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of LTA, or its representatives, or both, that insurer shall:

(1) Pay those sums that LTA, or its representatives, or both, become legally obligated to pay as damages; and

(2) Defend— and pay the costs of defending— LTA, or its representatives, or both;

(B) CONSULTANT's insurance is primary;

(C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to LTA, or its representatives, or both, is excess over CONSULTANT's insurance;

(D) LTA's insurance, or self-insurance, or both, will not contribute with CONSULTANT's insurance policy;

(E) CONSULTANT and CONSULTANT's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against LTA, or its representatives, or both;

(F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;

(G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and

(H) LTA is not liable for a premium payment or another expense under CONSULTANT's policy.

1.5 At any time during the duration of this Agreement, LTA may do any one or more of the following:

(A) Review this Agreement's insurance coverage requirements; or

(B) Require that CONSULTANT:

(1) Obtain, pay for, and maintain more or less insurance depending on LTA's assessment of any one or more of the following factors:

(a) LTA's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;

(b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or

(c) The availability, or affordability, or both, of increased liability insurance coverage;

(2) Reduce or eliminate a deductible or self-insured retention as it applies to LTA; or

(3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to LTA for liability, or costs, or both, that LTA incurs during LTA's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that LTA specifies for any coverage that CONSULTANT must maintain after the Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail LTA written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to LTA evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon LTA's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the LTA Attorney or LTA's Risk Manager.

1.10 If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

(A) Meets, and fully complies with, this Agreement's insurance requirements;

(B) Delivers to LTA— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and

(C) Furnishes LTA, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for LTA's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which LTA may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, LTA may obtain or renew the insurance, and LTA may pay all or part of the premiums. Upon demand, CONSULTANT shall repay LTA for all sums or monies that LTA paid to obtain, renew, or reinstate the insurance, or LTA may offset the cost of the premium against any sums or monies that LTA may owe CONSULTANT.

CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to LTA, CONSULTANT also shall deliver:

(A) A "certificate of insurance" for each required liability insurance coverage;

(B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;

(C) A Waiver of Subrogation endorsement for Commercial General Liability coverage or Businessowners Liability coverage, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage or Businessowners Liability coverage;

(D) A "certificate of insurance" for Workers' Compensation insurance; or

If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self- insure" from the State of California; or

If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form; and

(E) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 LTA will neither sign this Agreement nor issue a "Notice to Proceed" until LTA Attorney or LTA's Risk Manager has reviewed and approved the insurance documents. LTA's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains LTA's written approval, LTA will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.