



Yuba-Sutter Transit Authority

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFP) #04-26

**Construction Quality Assurance Services for the Next Generation
Transit Facility (NGTF) Project**

July 20, 2026

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This is funded, in whole or in part, by the Federal Transit Administration (FTA)

PROPOSALS ARE DUE PRIOR TO 3:00PM ON August 31, 2026

NOTE: Updates, changes, or addenda to the RFP are posted at:
<https://www.yubasuttertransit.com/current-requests-for-proposals>

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SECTION 1 – INVITATION AND SCHEDULE OF EVENTS

1.0 INTRODUCTION

Yuba-Sutter Transit Authority (Authority) desires to construct a new administrative, operations, and maintenance facility (Yuba-Sutter Transit Next Generation Transit Facility). The Authority is seeking proposals from qualified professional firms (“Contractor”) to provide Construction Quality Assurance Services for the Next Generation Transit Facility (NGTF).

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 Consultant will perform the Services according to:

- The Scope of Services, which are included in **Section 5** of this RFP;
- The instructions and requirements in this RFP; and
- The proposed Contract.

The Project-specific location for the NGTF is 6035 Avondale Avenue, Linda, CA 95901.

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

Subject to the Board of Directors’ approval, the services described in this RFP and in the proposed Agreement are for a period of three (3) years (“Initial Term”), beginning on the Effective Date and ending at the completion of construction activities, which is estimated at approximately three (3) years from the Effective Date. The Authority will have the option to extend the Proposer’s Contract for an additional one (1) year term.

This is a public works Project. The successful awardee shall be responsible for paying prevailing wage rates, training apprentices, and complying with other related requirements. Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of contract award. (See Labor Code sections 1725.5 and 1771.1.) Each Proposer must submit proof of contractor registration with the DIR prior to commencing work (e.g. electronic copy of the relevant page of the DIR’s database found at <https://www.dir.ca.gov/public-works/contractor-registration.html>). This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.

A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.

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

Schedule of Events	Date	Time
RFP Issue Date	July 20, 2026	Not Applicable
Pre-Proposal Conference (not mandatory)*	August 4, 2026	3:00pm (PST)
Written Questions Due	August 12, 2026	3:00pm (PST)
Written Answers Due	August 19, 2026	3:00pm (PST)
Proposal Due Date	August 31, 2026	3:00pm (PST)
Anticipated Contract Execution	October 2026	Not Applicable

*A pre-proposal conference to clarify any contractual or technical questions for this RFP will be held via Zoom. Proposers attending the Zoom meeting must use the information below. Attendance is not required to submit a Proposal.

Join Zoom Meeting

<https://us06web.zoom.us/j/84510945230?pwd=EXschWslwchvFjstUVMdjnzOIPtKe.1>

Meeting ID: 845 1094 5230

Passcode: 506696

QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED TO ADAM HANSEN AT ADAM@YUBASUTTERTRANSIT.COM.

Responses to questions and addenda will be posted at:

<https://www.yubasuttertransit.com/current-requests-for-proposals>

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

SECTION 2 – PROPOSAL INSTRUCTIONS

The following instructions and conditions apply when responding to this RFP:

2.0 DEFINITIONS

For the purpose of this RFP:

1. Agreement/Contract shall mean the entire and integrated written agreement between the Authority and the Contractor that takes the place of prior negotiations, representations, or agreements, either written or oral.
2. AHJ shall mean Authorities Having Jurisdiction, which 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.
3. “Authority” shall mean Yuba-Sutter Transit Authority, Purchaser, Owner, Buyer, FTA Recipient, or Grantee.
4. Consultant/Contractor shall mean the selected Proposer(s) to whom the Authority has awarded a Contract for the Project.
5. Design Builder shall mean the single entity responsible for both the design and construction of the project, offered under one contract.
6. “Proposer” shall mean the person, entity, or organization that submits a Proposal in response to this RFP.
7. FTA means Federal Transit Administration.
8. DBE means Disadvantaged Business Enterprise
9. RFP means Request for Qualifications and Proposals. This RFP and all of its attachments, including documents and other items from the Authority and relevant third parties.
10. Owner’s Engineer means the design professional who prepared the Project Manual (AECOM) and provides technical support to the Authority during construction.
11. Project means the entire Scope of Work described in this RFP. The Scope of Work may constitute the whole or a part of the Project.
12. Project Manual shall mean a set of documents setting forth the scope and estimated price of the Project. The documents may include, but need not be limited to, the size, type, and desired design character of the Project, performance specifications covering the quality of materials, equipment, workmanship, preliminary plans or building layouts, or any other information deemed necessary to describe adequately the local agency’s needs. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California. Approximate 30% Conceptual Design.
13. Services shall mean 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.

2.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in writing no later than the date indicated in Section 1, Schedule of Events. All written questions will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. The point of contact for this RFP shall be:

Adam Hansen
Planning Manager
(530) 634-6880
adam@yubasuttertransit.com
<https://www.yubasuttertransit.com/current-requests-for-proposals>

All communications regarding this solicitation shall be made directly with the designated point of contact. Any verbal or written communications between any potential or actual Proposer, or its representatives, and any Authority Board Member, staff member, committee member, or consultant regarding this procurement are strictly prohibited from the date of the RFP advertisement through the date of execution of the Agreement. The only exception to this is communications at a publicly-noticed meeting of the Authority's Board of Directors.

Any violation of the requirements set forth in this section shall constitute grounds for immediate and permanent disqualification of the Proposer from participation in this procurement.

2.2 PROPOSAL SUBMITTANCE

Proposals must be submitted in strict compliance with the Proposal Instructions as prescribed within this RFP, and Proposers must submit one (1) hard copy and one (1) electronic copy in PDF format on a USB drive of the Proposal. The hard copies and USB drive shall be mailed or hand-delivered to the Yuba-Sutter Transit Authority, 2100 B Street, Marysville, CA, and received prior to 3:00 PM on August 31st, 2026. Proposals shall be submitted in a sealed envelope clearly marked Yuba-Sutter Transit Next Generation Transit Facility Project Proposal and addressed as follows:

**Yuba-Sutter Transit Authority
ATTN: Adam Hansen, Planning Manager
2100 B Street, Marysville, CA 95901**

Proposers shall complete the Proposal Submittal Checklist (Attachment G) and submit it as part of the Proposal.

Any proposals received prior to the time and date specified for the Proposal Due Date in the Schedule of Events above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 3:00 P.M., August 31st, 2026.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or to contract for services. The Authority reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Authority to do so.

Proposers are advised that should this RFP result in a recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by action of the Authority's Board of Directors. The selected Consultant shall comply with all Insurance Requirements (Attachment A) and the conditions in the Sample Professional Services Agreement (Attachment C).

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

THE COST PROPOSAL (ATTACHMENT B) MUST BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE. THE TECHNICAL PROPOSAL AND COST PROPOSAL MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED MAY BE DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

2.3 PROPOSAL VALIDITY

All Proposals submitted must be valid for a period of one hundred twenty (120) days from the "Proposal Due Date."

2.4 PROPOSAL FORMS

The Proposal must include all forms provided and requested by the Authority. Proposals submissions that do not incorporate all forms provided and requested by the Authority may be considered non-responsive and may be rejected. Your Proposal shall include the properly completed and signed Attachment B, Cost Proposal Form; as well as all mandated FTA **required** forms and certifications (Attachment D).

2.5 PROPOSAL CHANGES

Any verbal modifications of the conditions or specifications documented herein shall be considered void and ineffective for Proposal preparation and evaluation purposes. Only changes issued in the form of written addenda to this RFP from the Authority shall be considered valid and binding.

2.6 PROPOSAL FORM PROVISIONS

No form provisions, terms, conditions, requirements, and the like shall be considered as part of the Proposal unless a statement is typed or written on the Proposal that such form provisions are intended to be part of the Proposal.

2.7 WAGES – WORKER'S COMPENSATION

Proposing Companies are reminded that not less than the minimum salaries and wages set forth by the Department of Industrial Relations, State of California, must be paid on this Project. Proposers' sole responsibility is to comply with those prevailing wages under California Labor Code 1770-1781. If a dispute based upon the prevailing wage laws

occurs, Proposer, at its expense, shall indemnify, defend (including Proposers providing and paying for legal counsel for Authority), and hold harmless Authority, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws. Additionally, Proposing Companies must also be compliant with requirements relating to workers' compensation and conditions of employment.

2.8 EQUAL OPPORTUNITY

The Authority hereby notifies potential Proposers that all firms will be afforded equal opportunity to submit Proposals in response to this request and will not be discriminated against in consideration for award on the basis of race, religion, color, sex, creed, marital status, ancestry, physical or mental disability, medical condition, sexual orientation, national origin, age, or any other consideration made unlawful by federal, state or local laws.

While there is no specific Disadvantaged Business Enterprise (DBE) goal for this Project, DBE participation is strongly encouraged.

2.9 APPEAL PROCEDURES

- (1) All requests for clarifications of specifications, and protests of specifications must be received by the Authority in writing via mail or e-mail addressed to the Planning Manager at the following:

Yuba-Sutter Transit Authority
ATTN: Adam Hansen
2100 B Street
Marysville, California 95901
Email Address: adam@yubasuttertransit.com

Protests must be submitted no later than the date as specified on the "Written Questions Due" date on the Schedule of Events. Verbal inquiries will not be accepted.

- (2) Authority replies to requests under paragraph 2.9 (1) above will be dated no later than the "Written Answers Due" date as specified in the Schedule of Events. Any verbal replies are not to be considered valid.
- (3) Any requests for clarifications of specifications, and protests of specifications must be clearly labeled "Not A Proposal" and submitted on or before the Written Questions due date mentioned in Section 1. The Authority is not responsible for failure to address a request or protest that has not been labeled as such.

2.10 APPENDICES

Information considered by the Proposing Company to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposing Companies are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

2.11 TAXES

- A. The authority is exempt from the payment of federal excise and transportation taxes, so such taxes must not be included in proposal prices.
- B. This proposal is subject to a state and local sales tax, which shall be shown separately but is a part of the contract price.

2.12 PRE-CONTRACTUAL EXPENSES

The Authority will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Proposing Company for the following:

- A. Preparing the Proposal in response to this solicitation;
- B. Submitting that Proposal to the Authority;
- C. Negotiating with the Authority any matter related to this Proposal; and/or
- D. Other expenses incurred by the Proposing Company prior to the date of award.

2.13 JOINT OFFERS

Where two or more Proposing Companies desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

2.14 PROPOSAL PROTEST PROCEDURES

A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. There are three basic types of protests, based on the time in the procurement cycle when they occur:

- 1. A pre-bid or solicitation phase protest is received prior to the Proposal's due date.
- 2. A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- 3. A post-award protest is a protest received after the award of a contract.

All protests must be submitted in writing via mail or e-mail addressed to the Executive Director at the following:

Yuba-Sutter Transit Authority
ATTN: Executive Director
2100 B Street
Marysville, California 95901
Email Address: matt@yubasuttertransit.com

Required Contents - In order to be deemed substantive, a written protest must include at a minimum the name of the protester; the applicable solicitation title, number or description; statement of grounds for the protest; adequate contact information and preferred delivery method for the response/determination.

The Yuba-Sutter Transit Board of Directors has the ultimate responsibility for awards made to a vendor or contractor financed with Federal assistance or otherwise subject to Federal and State Third Party Contract provisions.

Request for Reconsideration - Yuba-Sutter Transit will allow for submission of a request for reconsideration if data becomes available that was not previously known, or there has been an error of law or regulation. Requests for reconsideration should be submitted in writing within five (5) working days of the date the protester learned or should have learned of an error or other basis of appeal.

Pre-Bid Protests - Unless otherwise explicitly stated in the public solicitation document, the deadline for the submission of a pre-bid protest shall be the close of normal business hours, no later than ten (10) working days after the publication/release date of the respective solicitation document(s). In instances where a solicitation document expresses a specific date and/or time deadline for submission of pre-bid protest, the published deadline shall take precedence over the ten (10) working day policy.

Responses - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to protester's preference) during normal business hours, no later than five (5) working days after the receipt of the pre-bid protest or prior to the published proposal due date, whichever is first. A response to any substantive questions received by Yuba- Sutter Transit may be sent to all interested parties or otherwise published as an addendum to the original solicitation.

Pre-Award Protests - To be considered, a pre-award protest must be received in writing prior to the close of business, within three (3) working days of the date the protester learned or should have learned of a recommendation to award or prior to the date of the award, whichever is first.

Responses - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to the protester's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest or prior to the date of the award, whichever is first.

Post-Award Protests - To be considered, a post-award protest must be received prior to the close of business, within five (5) working days of the date the protester learned or should have learned of an adverse decision or other basis of appeal.

Responses - The Executive Director shall respond, in detail, to each substantive issue raised in the protest. Written responses/determinations will be mailed or emailed (according to the protester's preference) prior to the close of normal business hours, within three (3) working days of receipt of the protest.

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

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

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

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

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

Requirements for the Protester

The protester must:

- A. Qualify as an “Interested Party.” Only an “interested party” qualifies for FTA review of its appeal. An “interested party” is a party that is an actual or prospective bidder whose direct economic interest would be affected by the award or failure to award the third-party contract at issue.
 1. Subcontractors. A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
 3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an “interested party,” because it does not have a direct economic interest in the results of the procurement.
- B. Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient’s protest procedures to completion.

2.15 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of any plans, specifications, or other pre-proposal documents will be made to any Proposing Company orally. Every request for such interpretations shall be in writing, addressed to the attention of the Authority listed above. Such requests must be received prior to the date fixed for “Written Questions Due” in Section 1 listed above. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and, if issued, will be posted on <https://www.yubasuttertransit.com/current-requests-for-proposals>. It is the

Proposing Company's responsibility to ensure all requests are received and answered by the Authority in a timely fashion.

- B. Failure of any Proposing Company to receive any such addendum or interpretation shall not relieve such Proposing Company from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents. Proposing Company shall assume full responsibility for making itself completely aware both of the existence and contents of all addenda. Each Proposing Company will be presumed to have inspected any relevant site, and to have read and be thoroughly familiar with any associated or referenced plans, specifications, or other documentation (including all addenda) and referenced legal provisions. The failure or omission of any Proposing Company to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposing Company from any obligation with respect to the Proposal submitted.

2.16 SUB-CONTRACTORS/SUB-CONSULTANTS

An explanation describing the composition of all Sub-contractors/Sub-consultants performing work for the prime Contract shall be submitted and received with the Technical Proposal. This explanation of Sub-contractors/Sub-consultants is a part of the Proposal, and failure to submit said listing may constitute an incomplete Proposal.

2.17 PROPOSER'S LICENSING REQUIREMENTS

All personnel designated to work on this Project must possess valid licensing with all authorities having jurisdiction throughout the entirety of the Project. Proposers shall be licensed as an Architect, Engineer or General Contractor in accordance with the laws of the State of California, County of Yuba, and Linda.

Furthermore, the Proposing Company shall ensure that any and all sub-contractors fully comply with any other appropriate licensing requirements. The Proposing Company certifies that all information provided and representations made in the Proposal are true and correct, and made under penalty of perjury. Failure to provide the information requested on any certification forms or elsewhere as part of the Proposal may be cause for rejection of the Proposal.

2.18 PROPOSAL RESPONSIVENESS

Proposing Companies shall respond to this RFP with respect to any and all sections, terms, conditions, requirements, specifications and drawings, and the like. Failure to submit a complete response will likely result in Proposal rejection.

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey a reasonable understanding of all requirements, terms, and conditions for the performance of the services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, and examining documents for this Project;
- The Proposer is fully familiar with—and has fully considered—all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;

- The Proposal is an irrevocable offer for a period of at least one hundred and twenty (120) days following the date of submittal; and
- The Proposer is and will be, in compliance with the RFP's requirements, terms, and conditions.
- All personnel designated to work on this Project will possess valid licensing throughout the entirety of the Project.

2.19 CHANGES

- A. The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-
 1. In the specifications (including drawings and designs);
 2. In the method or manner of performance of the work;
 3. In the Authority-furnished property or services; or
 4. Directing acceleration in the performance of the work.
- B. Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-
 1. The date, circumstances, and source of the order; and
 2. That the Contractor regards the order as a change order.
- C. Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- D. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Authority is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- E. The Contractor must assert its right to an adjustment under this clause within thirty (30) days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the Proposal, unless this period is extended by the Authority.

The statement of Proposal for adjustment may be included in the notice under paragraph (b) of this clause.

- F. No Proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Agreement.

2.20 PROPOSAL FORMAT AND CONTENT

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. Proposing Companies are urged to be thorough in the presentation of their Proposals. Material shall be presented in the order of the format below. Electronic Proposals shall be submitted in a searchable PDF format. 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 proposing company and demonstrate the Firm's 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 1 of these instructions and must, at a minimum, contain the following:

1. Identification of the Proposing Company, including name, address, and telephone.
2. Proposed working relationship between the Proposing Company 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

1. In addition to any introductory remarks in the Executive Summary, the Proposing Company 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, and requirements.
2. 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.

D. Technical Proposal

1. Qualifications, Related Experience, and References of the Proposing Company

This section of the Proposal should establish the ability of the Proposing Company to satisfactorily perform the required work by reason 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.

The Proposing Company shall:

- i. 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.
- ii. 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 Proposing Company's ability to complete the Project.
- iii. 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. The Authority is particularly interested in selecting a Proposer who has a thorough understanding and extensive experience in providing construction management/quality assurance services for transit facilities, large structures containing fueling stations, commercial properties, corporate buildings, 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 Proposing Company 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 Proposing Company shall state and identify its involvement with other clients for both past and present Projects. The Proposing Company shall state the client's name, and references (see 5 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 Proposing Company's involvement and responsibility should be defined for each Project.
- iv. Identify any subcontractors by company name, address, contact person, telephone number, and Project function.
- v. Provide a minimum of three (3) references within the last ten (10) years, from previous or current clients, with a similar scope of work as outlined within this RFP. Furnish the name, title, address, and telephone number of the person(s) at the client organization who are most knowledgeable about the work performed. Proposers must also submit Attachment E, Reference Form.

- vi. Briefly describe other Projects currently in process and how those Projects affect the company's current capacity and capacity during this proposed Project. Identify any capacity or availability issues for proposed key personnel and major subcontractors.

2. Proposed Staffing and Project Organization

This section of the Proposal should establish the method that will be used by the Proposing Company to manage the Project, as well as identify key personnel assigned. The Proposing Company shall:

- i. Indicate adequacy of labor resources
- ii. Include the name and roles of the Proposing Company'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.
- iii. Include a statement certifying that the key personnel will be available to the extent proposed, for the duration of the Project in the manner prescribed, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of the Authority.
- iv. Include and thoroughly explain the Project organization and control measures, including the proposed quality assurance plan.
- v. Include a statement signed by a duly authorized officer of the Proposing Company 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.

3. Resumes

Each technical Proposal shall include a resume of not more than two (2) pages, for each key staff member including the Project Manager, task and discipline leaders, and key specialists. Resumes will include: title, years of experience, education, professional registrations, specific prior assignments with name of client, specific Project role and responsibilities, and start and end dates for each assignment.

4. Work Plan

The Proposing Company shall provide a narrative that addresses the Technical Specifications and shows the Proposing Company's understanding of the Authority's needs and requirements.

The Proposing Company shall:

- (1) Describe the approach to completing the tasks specified in the Technical Specifications. While explaining your approach, describe how you will ensure that the Design-Build Contractor complies with Federal Transit Administration (FTA), California Air Resources Board (CARB), and all other applicable federal, state, and local regulatory requirements during the performance of its design-build services.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a detailed schedule with key Project milestones for completing the tasks in terms of elapsed weeks from the Project commencement date.
- (4) Identify methods that the Proposing Company will use to ensure quality control, as well as budget and schedule control for the Project.

The Proposing Company may also propose procedural or technical enhancements/innovations to the General Requirements and Technical Specifications, which do not materially deviate from the objectives or required content of the Project.

5. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, separating "technical" exceptions from "contractual" exceptions. Where the Proposing Company 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.

E. Cost and Price Proposal

1. Cost Proposal must be submitted in a ***separately sealed*** envelope from the Technical Proposal. Refer to Attachment B, Cost Proposal Form.
2. As part of the Cost and Price Proposal, the Proposing Company shall submit proposed pricing for each task described in the Scope of Work.
 - a. Cost for the EarthCam (or equivalent) system should be separately itemized at the fully burdened cost on Attachment B - Cost Proposal Form
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 Proposing Company 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. The 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 Proposing Company shall complete the Cost Proposal Form (Attachment B), included with this RFP, and furnish any narrative required to explain the prices proposed. Additionally, the Proposing Company shall provide an Excel spreadsheet that includes a breakdown of each project task, the proposed personnel and their job titles, the proposed personnel's hourly rates, and the estimated hours each individual will spend on each task.

SECTION 3 – EVALUATION AND SELECTION CRITERIA

3.0 EVALUATION OF PROPOSALS

This RFP includes specific requirements that will be used for the evaluation of Proposals. To be considered a responsive Proposal, the Proposing Company 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 Proposing Companies appear for clarifications and discussions after reviewing the written Proposals. Proposing Companies 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 Proposing Company of the date and time at which they will occur. The Authority may also request additional information to clarify or assist in the evaluation.

3.1 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. Proposing companies 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.

3.2 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%

3.3 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. 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.

2. 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.

3. 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.

4. Past Performance:

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.

3.4 AWARD

- A. Award will be made to the highest-ranked Proposer offering a price determined to be fair and reasonable.
- B. 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 Proposing Company 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.
- C. The Authority reserves the right to award its total requirements to one Proposing Company or to apportion those requirements among several Proposing Companies 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 Proposing Company's most favorable terms and conditions, since the selection and award may be made without discussion.
- D. 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 Proposing Company's acceptance.
- E. 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 the Firm's accounting system for administering the Project.

3.5 NOTIFICATION OF AWARD AND DEBRIEFING

The Proposing Companies 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.

3.6 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, Proposing Companies 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.

3.7 ACCEPTANCE OF CONTRACT

The successful Proposing Company 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.

3.8 DISQUALIFICATION OF PROPOSING COMPANIES

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

3.9 DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies 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 Proposing Company 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.

SECTION 4 – MINIMUM QUALIFICATIONS

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 quality assurance 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/quality assurance 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.

SECTION 5 – SCOPE OF WORK

PROJECT SUMMARY

The Authority is requesting proposals from California-licensed architects, engineers, or contractors who meet the requirements of California Government Code Section 4529.5 for managing and supervising work on construction projects to provide construction quality assurance services for the Next Generation Transit Facility. This project will be executed through a design-build delivery approach in accordance with the California Public Contract Code.

The Authority intends to construct the Yuba-Sutter Transit Next Generation Transit Facility, which will consist of a new administrative, operations, and maintenance facility. The NGTF calls for an approximate 15,000 sq. ft. maintenance building and a 14,000 sq. ft. administration and operations building, along with bus parking, a fuel bay, and a bus wash facility. The facility will be designed for the maintenance of the Authority's bus fleet and may include energy resiliency features. See Appendix B – Project Manual for additional information.

The Authority provides local fixed-route, rural-route, commuter, and paratransit services across the bi-county region. The fixed route and paratransit services are provided in the core service area consisting of the cities of Marysville and Yuba City, and the communities of Linda and Olivehurst. The Commuter service provides weekday service on the State Route (SR) 70 and SR 99 corridors to downtown Sacramento. Yuba-Sutter Transit operates and maintains a fleet of 53 revenue vehicles and provided 609,237 passenger trips in Fiscal Year (FY) 2025. By 2040, Yuba-Sutter Transit's revenue fleet is projected to include up to 60 vehicles.

The awarded Proposer shall complete all work necessary to safely provide construction quality assurance services throughout construction, in accordance with all relevant local regulations, state laws, and federal laws (as deemed necessary by the Authority) for the Yuba-Sutter NGTF.

PROJECT LOCATION

The approximately 19.2-acre vacant property is located at 6035 Avondale Avenue in Linda, Yuba County, California. The property is accessed from SR 70 by traveling northeast on Feather River Boulevard, east on North Beale Road, then north on Avondale Avenue. An aerial photograph of the site is presented in Appendix A. The property is referenced as Yuba County APN 020-030-048. The subject property is bounded by a levee and agricultural properties to the north, residential properties to the northeast, commercial properties to the west and southeast, and North Beale Road and undeveloped properties to the south. The subject property is currently vacant and undeveloped. Additional reference maps are provided in Appendix A.

REGULATORY REQUIREMENTS

This project may use federal funding through FTA grant funds. As such, all work, including work under the project construction contract, is subject to federal requirements that may be updated during the Project. The Consultant shall be responsible for ensuring the Design Builder's compliance with all federal requirements during the project. Should federal requirements change during the project, the Consultant shall discuss scope ramifications with the Authority before proceeding further.

This Project shall also conform to the governing standards and current requirements of state and local agencies, such as the City, and all AHJ over the project. Other conformance documents/requirements shall include Occupational Safety and Health (OSHA) requirements. If state and local requirements change during the project, the Consultant shall discuss scope ramifications with the Authority before proceeding further.

GENERAL REQUIREMENTS

Consultant shall function as an agent of the Authority by providing construction quality assurance services as required to effectively support the Project's construction and administer the construction contract in accordance with the requirements established within the Agreement. Under the general direction of the Authority Project Manager, the Consultant shall provide staff and technical expertise for oversight of soil and materials testing, quality assurance surveying, safety oversight, environmental monitoring, commissioning support, inspection services, and all other construction quality assurance services for the construction of the NGTF as required in this scope of work. The general responsibilities of the Consultant are:

- a. Perform pre-construction services to support elements of the Project, including a design constructability review and recommendations, value engineering support, assisting the Authority in the Design-Builder procurement process (as needed), performing Design-Builder proposal analysis and review of bidding documentation for compliance with FTA Regulations, Industry Standards, and California Codes for construction bids.
- b. Perform project inspection, ensure that materials and workmanship are in conformance with the construction contract documents and all applicable codes and regulations.
- c. Monitor the progress of the work supporting the Authority to ensure the project is completed within the allotted construction contract time and within budget. The Consultant shall ensure that the project schedule is monitored closely throughout the Project.
- d. Maintain accurate project records of all construction activities and costs. The Consultant shall prepare, implement, and maintain document control procedures throughout the Project.

- e. Validate soils and materials testing services and all field inspection services required per Construction Contract Documents. The Design-Builder shall prepare and implement a material testing plan for the Project that conforms to the requirements of the Construction Contract Documents, AHJ.
- f. Perform quality assurance surveys as required for the project.
- g. Provide assistance to the Authority in environmental monitoring, compliance, and reporting activities, including but not limited to, providing field and reporting support for quarterly FTA reports.
- h. Provide oversight of the Design-Builder to ensure that erosion control measures are implemented and maintained in accordance with the Storm Water Pollution Prevention Plan (SWPPP).
- i. Ensure compliance of all applicable local, state, and federal safety laws by the Design Builder.
- j. Provide safety oversight, ensure that a construction quality assurance plan is prepared, implemented, and maintained for the duration of the Project.
- k. Facilitate communication between the Design-Builder and all other project participants as needed, ensuring to include the Authority's Project Manager in all communication. Collect and maintain Project communications and records. Provide technical support to the Authority in evaluating and responding to RFIs and submittals, and all other technical matters. Maintain organized project documentation in accordance with established project protocols and provide regular updates to the Authority's Project Manager.
- m. Perform all other tasks as required and related in this Scope of Work.

Consultant staff shall work with the Authority's designated staff in managing the construction of the project. Specific tasks are described in the Scope of Work below.

The Authority shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed by Consultant.

PROJECT SCHEDULE

Construction of the NGTF is expected to be completed over a period of approximately sixteen (16) months. The Consultant is expected to be involved earlier in the project, throughout the design phase, for constructability reviews and any other technical support needed on behalf of the Authority. The project's design is currently approximately 30% complete.

CONSULTANT'S STAFF

The level of support staff and duration of assignments will be re-evaluated periodically and determined by the Authority to ensure that the appropriate level of support is maintained as required for the project. Consultant's personnel shall be available within two (2) weeks from a written request by the Authority.

The Authority will provide access to project design documents to the Consultant's staff working on the project. Any special equipment or supplies, including vehicles for transportation, laptop computers, cellular phones, and other mobile devices required for the Consultant's staff to perform duties in this Scope of Work, shall be provided by the Consultant.

Consultant shall provide and maintain its own office, utilities, furniture, all necessary instruments, tools, equipment, and computer software/programs, and safety equipment for its personnel to perform duties in this Scope of Work accurately, efficiently, and safely.

Any expense for new Consultant's staff not listed within Attachment B (Cost Proposal), whether at the prime or sub-consultant level, will not be paid, unless prior written approval has been received from the Authority, and the employee's name, function, their respective payroll records are submitted no later than fourteen (14) days from the performance of the work. Overtime shall not be reimbursed without the Authority's prior written approval and only as required by prevailing wage laws.

Any expense for other direct costs (ODCs) not listed within Attachment B (Cost Proposal), whether at the prime or sub-consultant level, will not be paid unless submitted and accepted in accordance with the terms of the Agreement.

COMMUNICATION

As the Authority's representative, the Consultant shall support the Authority's Project Manager in managing communications and submissions from the Design Builder to the Authority. The Consultant will review, log, and route submissions and inquiries to the appropriate Authority team members, track responses, and return completed replies to the Design Builder. The Consultant is responsible for maintaining all project correspondence and records, unless directed otherwise by the Authority.

The Consultant shall include the Authority's Project Manager and designated Authority staff in all project-related communications. All communications shall occur through Authority-approved platforms.

The Authority will provide the Consultant with Approved Studies, Reports, Construction Contract Documents, including plans, specifications, general and special conditions of the project, environmental documents, and all other project-related documents, manuals, standard forms, policies, and procedures in the Authority's possession that their personnel may need to perform the work. Project documents are confidential and are to be used solely for the project. Dissemination of these documents outside of the project is strictly prohibited.

SCOPE OF WORK TASKS AND REQUIRED DELIVERABLES

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.

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 Design Builder 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 Design Builder's work meets all requirements under the terms of the agreement between the Design Builder and the Authority. Inspect and monitor the work for defects, deficiencies, and deviations from Construction Contract Documents. Notify the Authority promptly of any Design Builder'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 Design Builder 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 Design Builder'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 Design Builder's performance and work quality.
- f. Monitor the Design Builder's traffic control measures and practices and work to cause any deficiencies to be remedied promptly by the Design Builder. Monitor Design Builder'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 Design Builder'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 Design Builder 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 Design Builder 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 Design Builder in a timely manner to avoid delay in the project.

i. Review all Request for Information (RFI) from Design Builder. Identify any frivolous RFI and return them to the Design Builder. 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 Design Builder, 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 Design Builder and the Authority, advising the Authority of the acceptability of the Design Builder'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 Design Builder's Force Account CCO invoices.

k. Monitor and manage the initiation, preparation, review, and justification for project cost reduction proposals submitted by the Design Builder, 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 Design Builder'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 Design Builder and advise the Authority of the acceptability of the Design Builder'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 Design Builders' 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 Design Builders' maintained as-built drawings on-site, not less than monthly, to reflect changes and field conditions. Verify that Design Builder accurately locates all underground utilities on the as-built drawings.

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

o. Provide support, tracking, and analysis to the Authority in resolving and negotiating Design Builder'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 Design Builder and risks to the Project.
- Description of the Design Builder'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 Design Builder'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. Consultant will provide and maintain EarthCam (or equivalent) system live streaming, time-lapse imaging construction cameras to record and display real-time video of construction activities at the project site.* Consultant shall coordinate with the Design Builder and the Authority's Information Technology department to ensure the Authority's project management team has access to recorded and real-time videos.

***Provide a separate fully burdened cost for this item (q.) in addition to the Base Proposal Price. The Authority reserves the right to accept or reject this Add Alternate.**

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

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

t. Evaluate the completion of the Design Builder's work, review project closeout documents, and as-built documents.

u. 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 Design Builder, and AHJ efforts in support of project construction.
- Review and provide comments to all schedules of all types submitted by the Design Builder 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 Design Builder'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 Design Builder'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 Design Builder.
- With each Design Builder, 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 Design Builder 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 Design Builder'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 Design Builder 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 Design Builder, 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, Design Builder, 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 Design Builder, 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 Design Builder's Disadvantaged Business Enterprise (DBE) compliance as necessary.
- Each Monday, the Consultant shall prepare and distribute to the Design Builder 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.

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, Design Builder, Authority, AHJ, and all other project stakeholders. Maintain Project files of all documents. Assist the Authority as necessary in responding to public record requests.

Monthly Invoicing and Progress Reports

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 Design Builder.
- Field and office meetings with the Design Builder 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, minimum one (1) hour each meeting with the Authority and Consultant.
- Monthly status update meetings with the Authority, minimum one (1) hour each meeting. 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, two (2) hours each meeting. Consultant shall make a Microsoft PowerPoint 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 Design Builder 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 Design Builder 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 Design Builder's staff, Specialty Inspection and Testing firm hired by the Authority, and in accordance with the requirements of all AHJ, as applicable.

Consultant shall implement and administer a compliance monitoring program to verify the Design Builder'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 Design Builder 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 Design Builder's construction staking. The Design Builder remains solely responsible for all construction layout and staking required to perform the Work. Consultant shall review and comment on the Design Builder'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 RE, utilizing a survey request form in a mutually agreed-upon format. Once the request has been issued, Consultant shall commence authorized services within the agreed response time and proceed in accordance with the approved task order. Other special check surveys, quantity measurements, and investigative surveys may be required, as ordered by the RE and authorized 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 Design Builder's project staking. Consultant shall review and comment on the Design Builders' 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 Design Builder's construction control. The Design Builder 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 Design Builder 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 latest SCRRA or 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 DB 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 buildability 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:

b. 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.

c. 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.

d. 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:

1. Constructability Comment Log

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

2. Constructability Review Summary Report

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

3. Value Engineering Report

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

4. Risk and Mitigation Matrix

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

5. 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

TASK 7 - On-Call Specialists

Environmental Monitoring Services

Consultant shall fully understand the project's environmental documents and requirements. Consultant shall perform environmental monitoring services to support the construction of the project. Tasks and assignments to be performed by Consultant personnel may include, but are not limited to, the following:

a. Biological Monitoring – (as required).

b. Storm Water Pollution Prevention Plan (SWPPP) – Consultant shall review and comment on Design Builder's SWPPP submittal. Inspect, monitor, and ensure that appropriate SWPPP measures are implemented and maintained throughout the duration of the Project in compliance with the approved SWPPP and the Construction Storm Water General Permit. Provide support to the Authority in completing any necessary SMART Storm Water Program database documentation and submittals, including permit registration documents, notice of intent, and submittals of required periodic reports, including annual certifications to the California State Water Resources Control Board, and all other SWPPP-related work as required by AHJ.

Structure Commissioning

Consultant shall review and thoroughly understand the Design Builder's commissioning plan. In cooperation with the Authority and participation by AHJ, and/or maintenance personnel, observe and advise the Authority of the Design Builder's checkout of utilities, operational systems, and equipment for readiness and assist in their proof testing, commissioning, and turnover to the Authority. Oversee and monitor the commissioning process to ensure a complete operating facility based on the commissioning plans and standard practices, upon Substantial Completion.

Utility Locating Services:

As directed in writing by the Authority, Consultant may coordinate and manage independent third-party utility locating services for verification purposes. Consultant shall not assume responsibility for the completeness or accuracy of existing utility records or subsurface conditions.

TASK 8 – Project Closeout

Consultant shall review and verify project closeout in compliance with the Construction Contract Documents.

Preliminary and Final Punch Lists:

Consultant shall conduct inspections of the project site to determine dates of substantial completion. Coordinate with project stakeholders to conduct preliminary and final punch-list walks in accordance with the Construction Contract Documents.

Coordinate with the Owner's Engineer to prepare preliminary and final punch lists for the Design Builder. Monitor and ensure the Design Builder addresses all punch list items in compliance with Construction Contract Documents and the Owner's Engineer's comments and recommendations.

Assist the Authority in obtaining all required final documents specified in the Construction Contract Documents, including, but not limited to:

- Any delinquent certified payrolls
- Final Labor Summary and Final Labor Certificate
- Design Builder's survey notes and Record Drawings
- Operating and Maintenance Manuals for all equipment installed throughout the project
- Copy of final inspection (permit sign-off cards) from the appropriate Authority's building department and Certificate of Occupancy
- Warranty certificates
- Stop Notice Releases

Consultant shall review written guarantees, warranties, and related closeout documents assembled by the Design Builder for completeness and conformance with the Contract Documents, and shall provide a recommendation to the Authority's Project Manager regarding issuance of the Final Certificate for Payment.

As-built Documents and Project Records:

Consultant shall maintain a field record set of Drawings and Specifications to document observed changes during construction. The Design Builder shall remain solely responsible for maintaining and submitting the official redlined as-built drawings.

At Project closeout, Consultant shall review the Design Builder's as-built submittal for general conformance with observed field conditions and the Contract Documents and shall provide comments and recommendations to the Project Manager. Consultant's review shall not relieve the Design Builder of sole responsibility for the accuracy and completeness of the as-built documents.

After receiving the electronic record documents from the Design Builder, the Consultant shall verify them.

Notice of Completion:

Consultant shall recommend to the Authority the appropriate Notice of Completion (NOC) date following final acceptance of the Work. Upon written authorization from the Authority, Consultant shall prepare the NOC for execution by the Authority and coordinate recordation with the appropriate governmental recording office.

Project Acceptance and Turn-over:

Consultant shall coordinate and facilitate project closeout and turnover. Consultant shall collect, organize, and transmit to the Authority all required closeout documentation submitted by the Design Builder, including electronic files, product data, material records, final as-built drawings, warranties, operations and maintenance manuals, and final punch list documentation. Consultant shall review such documents for completeness and general conformance with the Contract Documents prior to submission to the Authority. Consultant's review shall not relieve the Design Builder of sole responsibility for the accuracy and completeness of the closeout documents.

CONSULTANT'S PERSONNEL QUALIFICATIONS

Consultant shall submit to the Authority detailed resumes of all proposed personnel for the work in this Scope of Work. Consultant must specify how many individuals are anticipated to be assigned to the project and outline each individual's role.

If personnel must be absent from the project work for a period of time, Consultant shall provide temporary personnel with equal or higher qualifications to perform the work until the accepted personnel returns to the project. Temporary personnel's qualifications shall be approved by the Authority at least two weeks in advance.

The typical workday includes all hours worked by the Design Builder, normally 40 hours per week. If ordered by the Authority, overtime and night work may be required. The Design Builder's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. On days when work is not performed by the Design Builder, such as weather days, suspension of work, holidays, etc., Consultant services shall not be provided unless authorized by the Authority. The Authority will provide advance notice if Consultant services are not required.

If, at any time, the level of performance is below expectations, the Authority shall have the right to request the removal of any Consultant's personnel. The Authority may request that another qualified person be assigned to the project as needed.

Consultant's anticipated personnel qualifications/requirements shall be as below:

Construction Manager/Resident Engineer:

Consultant shall provide a Construction Manager (CM) who shall also act as the Project Resident Engineer (RE) for the duration of the Project. CM/RE shall, on behalf of the Authority within the limits authorized in writing by the Authority, manage and perform all construction quality assurance tasks required in this Scope of Services. As minimum qualifications, CM/RE shall:

- a. Have a minimum five (5) years of experience as Construction Manager and/or Resident Engineer on similar FTA-funded transit projects, with knowledge of FTA regulatory and funding requirements, FTA procedures and requirements on a specific project basis, including assisting in coordination of projects with FTA, or other equivalent experience, as determined by the Authority.
- b. Have thorough knowledge of construction practices, and the ability to read and interpret plans and specifications, construction schedules, and all other construction-related documents.
- c. Be able to work independently and to make effective decisions concerning field problems and work in progress.
- d. Be proficient in the use of computer application programs, Microsoft Word, Excel, Teams, Zoom, and other industry-relevant software applications.
- e. Possess a current OSHA 10 Hour Certification.

- f. Be currently licensed as an architect, engineer, or Design Builder in the State of California. CM/RE qualify as key personnel who shall not be removed or replaced without advance written approval from the Authority.
- g. Experience with project documentation requirements and document filing practices on public works construction projects, and experience in using electronic document management systems, for access to, and retention of project documents of all types with document management software such as Primavera Contract Manager, Procore, Expedition, Meridian Prolog Manager, e-Builder, or other similar document control systems.
- h. Experience in managing and processing submittals, requests for information, change requests, change directives, change orders, payment applications, deficiency notices, and other typical duties of an office engineer-document controller.
- i. Experience with web-based systems for the storage and retrieval of shared documents and drawings, including but not limited to Dropbox.
- j. Experience with Certified Payrolls system and requirements, and ability to review and comment on Design Builder's CPRs.
- k. Experience in responding to public record requests.

Field Inspector:

Consultant shall provide a field inspector as required during the construction of the Project. A field inspector may be required during construction, depending on the needs of the project, and at the Authority's sole discretion; however, a minimum of one inspector shall be on the field during all critical construction activities. As a minimum qualification, field inspectors shall:

- a. Have a minimum of four (4) years of construction experience on similar projects or other relevant experience.
- b. Have knowledge in the disciplines the field inspector will inspect, knowledge of construction practices, physical characteristics, and properties of roadway, structures, drainage, and utility systems, construction materials, and the approved methods and equipment used in making physical tests of construction materials.
- c. Have thorough knowledge of construction practices, and the ability to read and interpret plans, specifications, and construction schedules.
- d. Be able to work independently and perform duties in the construction field and office.
- e. Be able to effectively make minor decisions concerning work in progress and solve field and office problems.
- f. Be proficient in the use of computer application programs, Microsoft Word, Excel, and Teams.

CONSTRUCTION QUALITY ASSURANCE DELIVERABLES:

Deliverables to be prepared, submitted to the Authority, by the Consultant shall include, but not be limited to:

- a. Monthly progress reports prepared by the CM/RE.
- b. Monthly Project Status Reports suitable for executive-level review, summarizing overall project health, key risks, critical path status, and financial tracking.
- c. Provide written recommendations to the Authority regarding the Design Builder's progress payment applications and associated quantity documentation. Recommendations shall be submitted within three (3) working days after receipt of complete and accurate documentation from the Design Builder.
- d. Provide written recommendations to the Authority regarding final payment quantities and documentation delivered to the Authority no later than three (3) working days after acceptance of the completed construction project by the Authority or three (3) working days after the date that all information is provided by the Consultant, whichever is later.
- e. All meeting agendas and minutes of the project meetings, including the action item list.
- f. Change order documentations and recommendations as required.
- g. Weekly Statement of Calendar Days reports documenting contract time usage, remaining days, and any time impacts.
- h. Daily Inspection Reports.
- i. All other inspection, observation, and monitoring reports as required to document quality assurance activities performed under this Scope of Services.
- j. Maintain a log of Submittals and all approved submittals.
- k. Maintain a log of RFIs, and all responded RFIs.
- l. Maintain a log of the Design Builder's Certified Pay Rolls that were reviewed for general compliance monitoring and any findings reported to the Authority.
- m. Maintain documentation demonstrating review and comments of the Design Builder's Project Baseline, Monthly Updated Schedules, and two-week look-ahead Schedules.
- n. Maintain a log of significant project correspondence.
- o. Preliminary and Final Punch Lists.
- p. Provide recommendations to the Authority regarding acceptance of all Project Closeout Documents required and submitted by the Design Builder under the agreement between the Authority and the Design Builder.
- q. All other documents required as a result of work performed under this Scope of Work.

- END OF SCOPE OF WORK -

ATTACHMENT A – INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Consultant has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The policies shall be provided on a true "following form" coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage

for a minimum of **five (5)** years after completion of work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All required documents are to be received and approved by the Entity before work commences. However, failure to obtain the documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

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

1. Consultant shall provide Authority with a "*certificate of insurance*" an "*additional insured endorsement*" and a "waiver of subrogation"— on forms satisfactory to the Authority Attorney or Authority'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.
 - The "certificate of insurance" and an "additional insured endorsement" must state:
 - "The Yuba-Sutter Transit 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 the Yuba-Sutter Transit Authority. The Yuba-Sutter Transit Authority'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 the Yuba-Sutter Transit Authority for any policy cancellation, termination, non-renewal, or reduction in coverage."

GENERAL REQUIREMENTS

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.
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 Authority— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.
 3. A deductible or self-insured retention is subject to the Authority’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:
 - The amount of the deductible, or self-insured retention, or both;
 - Whether a limit of insurance has been lowered by any pending or paid claim; and
 - The current limit amount, as lowered by the pending or paid claim.
 4. Despite any conflicting or contrary provision in Consultant’s insurance policy:
 - If Consultant’s insurance company adds Authority, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of Authority, or its representatives, or both, that insurer shall:
 - Pay those sums that Authority, or its representatives, or both, become legally obligated to pay as damages; and
 - Defend— and pay the costs of defending— Authority, or its representatives, or both;

- Consultant's insurance is primary;
 - Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to the Authority, or its representatives, or both, is excess over Consultant's insurance;
 - Authority's insurance, or self-insurance, or both, will not contribute with Consultant's insurance policy;
 - 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 the Authority, or its representatives, or both;
 - 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;
 - 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
 - Authority is not liable for a premium payment or another expense under Consultant's policy.
5. At any time during the duration of this Agreement, Authority may do any one or more of the following:
- Review this Agreement's insurance coverage requirements; or
 - Require that Consultant:
 - Obtain, pay for, and maintain more or less insurance depending on Authority's assessment of any one or more of the following factors:
 - Authority's risk of liability or exposure arising out of, or in any way connected with, the services of Consultant under this Agreement;
 - 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
 - The availability, or affordability, or both, of increased liability insurance coverage;

- Reduce or eliminate a deductible or self-insured retention as it applies to Authority; or
 - Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to Authority for liability, or costs, or both, that Authority incurs during Authority's investigation, administration, or defense of a claim or a suit arising out of this Agreement.
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 Authority specifies for any coverage that Consultant must maintain after the Final Payment.
 7. Consultant's insurance company or self-insurance administrator shall mail Authority 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.
 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 Authority 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.
 9. At any time, upon Authority'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 Authority Attorney or Authority's Risk Manager.
 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:
 - Meets, and fully complies with, this Agreement's insurance requirements;
 - Delivers to Authority— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
 - Furnishes Authority, at any time upon its request, with a complete

copy of the Subconsultant's insurance policy or policies for Authority's review, or approval, or both.

11. Consultant's failure to comply with an insurance provision in this Agreement constitutes a breach upon which Authority 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, Authority may obtain or renew the insurance, and Authority may pay all or part of the premiums. Upon demand, Consultant shall repay Authority for all sums or monies that Authority paid to obtain, renew, or reinstate the insurance, or Authority may offset the cost of the premium against any sums or monies that Authority may owe Consultant.

CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

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 AUTHORITY, 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

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

2. Authority will neither sign this Agreement nor issue a "Notice to Proceed"

until the Authority Attorney or Authority's Risk Manager has reviewed and approved the insurance documents. Authority's decision as to the acceptability of all insurance documents is final. Unless Consultant obtains Authority's written approval, Authority 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

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.

- END OF ATTACHMENT A -

ATTACHMENT B - 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		Yuba-Sutter 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 33)	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 28)			Amount	
56.			\$0.00	
57.			\$0.00	
58. Total				\$0.00
Add Alternate(s)				
59. EarthCam (or equivalent) system (fully burdened cost)			Total Cost	\$0.00
60. Has any Agency of the United States Government, State government, local public agency or Yuba-Sutter 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.				
61.b. Agency Name/Address		61c. Individual to contact/Telephone Number		
62. As required by Yuba-Sutter 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.				
63. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to Yuba-Sutter 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.				
64. 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.				
65. 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 Yuba-Sutter Transit Authority's Contracting Officer or to Yuba-Sutter 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 Yuba-Sutter Transit Authority that are a part of the proposal.				
66. This proposal as submitted represents our best estimates and/or actual costs as of this date.				
67. Type Name and Title of Authorized Representative		Signature		Date***
* 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.) ** Insert the day, month and year when price negotiations were concluded and price agreement was reached. *** 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 B -

ATTACHMENT C – SAMPLE PROFESSIONAL SERVICES AGREEMENT

CONTRACT No. _____

(The Professional Services Agreement Will Be Finalized Upon Notification of Award)

SAMPLE PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE YUBA-SUTTER TRANSIT AUTHORITY AND

THIS AGREEMENT (“Agreement”), effective _____, 20 ____ (“Effective Date”), is between the Yuba-Sutter Transit Authority (“AUTHORITY”), a joint powers authority, and _____ (“CONSULTANT”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A. AUTHORITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] **[NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.]** **[ADD, IF APPLICABLE:(which) (who) employs persons who are duly registered or licensed to practice in the State of California.]**

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for AUTHORITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, AUTHORITY engages CONSULTANT’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which AUTHORITY and CONSULTANT have entered into this Agreement. AUTHORITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] ("the Services") in accordance with the Scope of Work [ADD, IF APPLICABLE: and Fee Schedule], which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. ***[NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/criteria for acceptance.]***

3.2. Written Authorization.

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from AUTHORITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) AUTHORITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by the AUTHORITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. [ADD, IF APPLICABLE: Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.] In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. Professional Standard of Care. During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, AUTHORITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, AUTHORITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that AUTHORITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by AUTHORITY.

(D) When the Scope of Work requires or permits AUTHORITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that AUTHORITY's review, approval, conditional approval, or disapproval:

(1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;

(2) Is not to be construed as a waiver of any breach, or acceptance by AUTHORITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;

(3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and

(4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to AUTHORITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

4.1. CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as “Exhibit B” to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by [DATE].

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from the AUTHORITY’s Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to fulfil the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. AUTHORITY’s Project Manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT’s project team shall work under the direction of the following key personnel [IDENTIFY CONSULTANT’S KEY PERSONNEL AND TITLE]. **[OR STATE:** CONSULTANT shall employ the key personnel identified in “Exhibit A.”] CONSULTANT shall minimize changes to its key personnel. AUTHORITY may request key personnel changes, and AUTHORITY may review and approve key personnel changes proposed by CONSULTANT. AUTHORITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With AUTHORITY’s prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities (“Subconsultants”) that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT’s duties. AUTHORITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and AUTHORITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between AUTHORITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of AUTHORITY. This Agreement does not create a partnership, joint venture, association, or employer-

employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give AUTHORITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that AUTHORITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of AUTHORITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT may possibly be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to AUTHORITY under this Agreement are, for the purpose of

workers' compensation liability, employees solely of CONSULTANT and not of AUTHORITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. AUTHORITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

5.9. Executive Order N-6-22 – Russia Sanctions.

(A) AUTHORITY may be using State of California grant funds for this Agreement. Accordingly, because AUTHORITY may be paying, awarding, or providing CONSULTANT with that State grant money, in whole or in part, CONSULTANT must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONSULTANT is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONSULTANT states and represents that CONSULTANT has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or AUTHORITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONSULTANT, AUTHORITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for AUTHORITY's convenience under Paragraph 13.4, if AUTHORITY determines that any one or more of the following circumstances or events have occurred

- (1) CONSULTANT is the subject or target of Economic Sanctions;
- (2) CONSULTANT is conducting prohibited transactions with sanctioned individuals or entities; or
- (3) CONSULTANT has failed to comply, in any manner, with the State Executive Order.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use an AUTHORITY facility, CONSULTANT shall meet and confer with AUTHORITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to AUTHORITY property, facilities,

structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. AUTHORITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** AUTHORITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement on a time-and-materials basis at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed _____ dollars (\$_____).

7.2. If AUTHORITY requires additional work not included in this Agreement, CONSULTANT and AUTHORITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.3. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed _____ dollars (\$_____) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to AUTHORITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.4. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, AUTHORITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.5. **Invoices.** CONSULTANT shall submit an original, itemized invoice to AUTHORITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY AUTHORITY

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit AUTHORITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide AUTHORITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, AUTHORITY.

9.2. **Ownership and Use.**

(A) Unless AUTHORITY states otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, "work product")—that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is AUTHORITY's exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into CONSULTANT's work product, CONSULTANT represents that:

(1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or

(2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless AUTHORITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in AUTHORITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of AUTHORITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without AUTHORITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that AUTHORITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that AUTHORITY has no obligation to notify CONSULTANT when a request for records is received.

(A) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(B) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

(1) CONSULTANT may, when notified by AUTHORITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or

(2) AUTHORITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(C) If CONSULTANT fails to identify one or more protectable documents, in AUTHORITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, AUTHORITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(D) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for AUTHORITY), and hold harmless AUTHORITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging AUTHORITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

10.1. Conflict of Interest. CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of AUTHORITY;

(B) CONSULTANT will not employ or hire a AUTHORITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) AUTHORITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform AUTHORITY about any possible conflict of interest that may arise as a result of any change in circumstances.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to AUTHORITY, and during this Agreement's Term, CONSULTANT shall furnish AUTHORITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-) to this Agreement and are incorporated into it by this reference.

11.2. 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.

12.0 INDEMNITY

(B) To the maximum extent permitted by law— including, but not limited to, California Civil Code Sections 2778 and 2782.8— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless AUTHORITY, its officers, agents, employees, and representatives (individually and collectively, "AUTHORITY INDEMNITEE") from and against a "liability" [as defined in Subparagraph (A) below], or an "expense" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of a CONSULTANT INDEMNITOR:

(A) "**Liability**" means claims, suits, actions, causes of action, proceedings,

judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.1. Under this Article, CONSULTANT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a AUTHORITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a AUTHORITY INDEMNITEE.

12.2. To the extent that CONSULTANT INDEMNITOR’s insurance policy provides an upfront defense to AUTHORITY, CONSULTANT INDEMNITOR’s obligation to defend a AUTHORITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to AUTHORITY, for the AUTHORITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a AUTHORITY INDEMNITEE arises out of, pertains to, relates to, or asserts the negligence, recklessness, or willful misconduct of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.3. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR’s

obligation to reimburse a AUTHORITY INDEMNITEE for the costs of defending the AUTHORITY INDEMNITEE against a **liability**, or an **expense**, or both. The defense costs charged to CONSULTANT INDEMNITOR will not exceed CONSULTANT INDEMNITOR's proportionate percentage of fault. A AUTHORITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the AUTHORITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the AUTHORITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the AUTHORITY INDEMNITEE's tender of defense.

12.4. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide AUTHORITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless AUTHORITY INDEMNITEE under the terms in this Article.

12.5. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless AUTHORITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.6. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

(1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;

(2) Pay for, obtain, maintain, or renew the insurance policies or

coverages that this Agreement requires;

(3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

(1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;

(2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;

(3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

(4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

(1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;

(2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying AUTHORITY, or without AUTHORITY's written authorization;

(3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying AUTHORITY, or without AUTHORITY's written authorization;

(4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the AUTHORITY Manager, or a designee.

13.2. Notice of Default. If AUTHORITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to perform satisfactorily the Services

specified in this Agreement, AUTHORITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within 10 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within 10 days after receiving AUTHORITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to AUTHORITY's reasonable satisfaction, AUTHORITY may exercise any one or more of the following remedies:

(A) AUTHORITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) AUTHORITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) AUTHORITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in AUTHORITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) AUTHORITY may immediately terminate the Agreement;

(E) AUTHORITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) AUTHORITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, AUTHORITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed by the termination date. AUTHORITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated

agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor AUTHORITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with AUTHORITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist.

14.3. **Entire Agreement; Conflict.** This Agreement and the Contract Documents appended hereto as Exhibits/Attachments comprise the entire agreement between the AUTHORITY and the CONSULTANT with respect to the Work. In the event of conflict between the terms of this Agreement and the Proposal of the CONSULTANT, then this Agreement shall control, and nothing herein shall be considered as an acceptance of the terms of the Proposal conflicting herewith. In the event of conflict between the terms of this Agreement and any Exhibit/Attachment hereto, the more restrictive provision shall govern.

14.4. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.5. **Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or AUTHORITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Yuba, California, or where otherwise appropriate, in the United States District Court, Eastern District of California. CONSULTANT and AUTHORITY acknowledge that the Agreement was negotiated, entered into, and executed— and the Services are performed— in the City of Marysville, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.6. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in

writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.7. **Attorney's Fees.** If AUTHORITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the AUTHORITY Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Yuba County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the AUTHORITY Attorney's services were rendered.

14.8. **Further Assurances.** Upon AUTHORITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.9. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to AUTHORITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of AUTHORITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without AUTHORITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without AUTHORITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If AUTHORITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.10. **Successors and Assigns.** Subject to the provisions in Paragraph 14.9, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.11. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in California's Government Code, or a day when AUTHORITY Hall is closed, the period is extended to and including the next day that AUTHORITY is open for business. A reference to the time of day refers to local time for Marysville, California.

14.12. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.13. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

(1) The date of personal delivery;

(2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;

(3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or

(4) The date of transmission, when sent by facsimile or email.

(C) AUTHORITY and CONSULTANT designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

AUTHORITY:

Yuba-Sutter Transit

Dept.: _____

Marysville, CA 95901

Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

CONSULTANT:

Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

(D) At any time, by providing written notice to the other PARTY, AUTHORITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

14.14. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.15. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.16. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.17. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.18. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed in Marysville, California.

AUTHORITY:

By _____
 (Name) _____
 (Title) _____

Date: _____

CONSULTANT:

By _____
 (Name) _____
 (Title) _____

Date: _____

APPROVED AS TO FORM	
NAME:	_____
TITLE:	_____
SIGNATURE:	_____
DATE:	_____

PROFESSIONAL SERVICES AGREEMENT EXHIBIT LIST

“Exhibit A”: Scope of Work
 (__pages)

“Exhibit B”: Project Time Schedule
 (__pages)

“Exhibit C”: Fee Schedule
 (__pages)

“Exhibit D”: Insurance Requirements
 (__pages)

- END OF ATTACHMENT C -

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 States, 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 _____

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 person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 the proposed 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: _____

FEDERAL TAX DELINQUENCY AND CONVICTION CERTIFICATION

The applicant **must complete the following two certification statements.**

The applicant **must indicate** its current status regarding tax delinquency and felony conviction by selecting the applicable response in the spaces below. The applicant agrees that, if awarded a contract resulting from this solicitation, **it will incorporate this provision for certification in all lower-tier subcontracts.**

Certifications

1. **Delinquency:** The applicant represents that it **is** or **is not** ,
a corporation that has 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.
2. **Conviction:** The applicant represents that it **is** or **is not** ,
a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award. If the prospective Third Party Participant cannot so certify, the Agency will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval

Term Definitions

Felony conviction: A felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law, and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony, and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is 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.

Date

Signature

Company Name

Title

NOTE: No award can be made without this form being completed.

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 "Yuba-Sutter 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: _____

- 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 4220.1G 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 may be required to report its DBE participation 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 loading 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 Contractor 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 \$150,000 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 \$150,000 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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. 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 contract 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 – PROPOSAL SUBMITTAL CHECKLIST

		Yes	No
1.	Proposal Submittal Checklist (Attachment G)	☐	☐
2.	Technical Proposal	☐	☐
3.	Cost Proposal Form (Attachment B) & Excel Spreadsheet SUBMITTED SEPARATELY FROM ALL OTHER REQUIRED PROPOSAL FORMS	☐	☐
4.	Insurance Requirements (Reference Attachment A) ANY PROPOSED EXCEPTIONS SHALL BE NOTED AND SUBMITTED WITH PROPOSAL FOR CONSIDERATION BY AUTHORITY	☐	☐
5.	Required Forms & Certifications (Attachment D)	☐	☐
6.	Reference Form (Attachment E)	☐	☐
7.	Proof of Registration with the DIR PROOF OF REGISTRATION WITH THE DIR MUST BE SHOWN PRIOR TO STARTING WORK.	☐	☐

I certify that I have provided all of the above documentation and that the documentation is complete.

Vendor Signature: _____

Company Name: _____

Date: _____

- END OF ATTACHMENT G -

APPENDIX A – PHOTOGRAPHS & MAPS

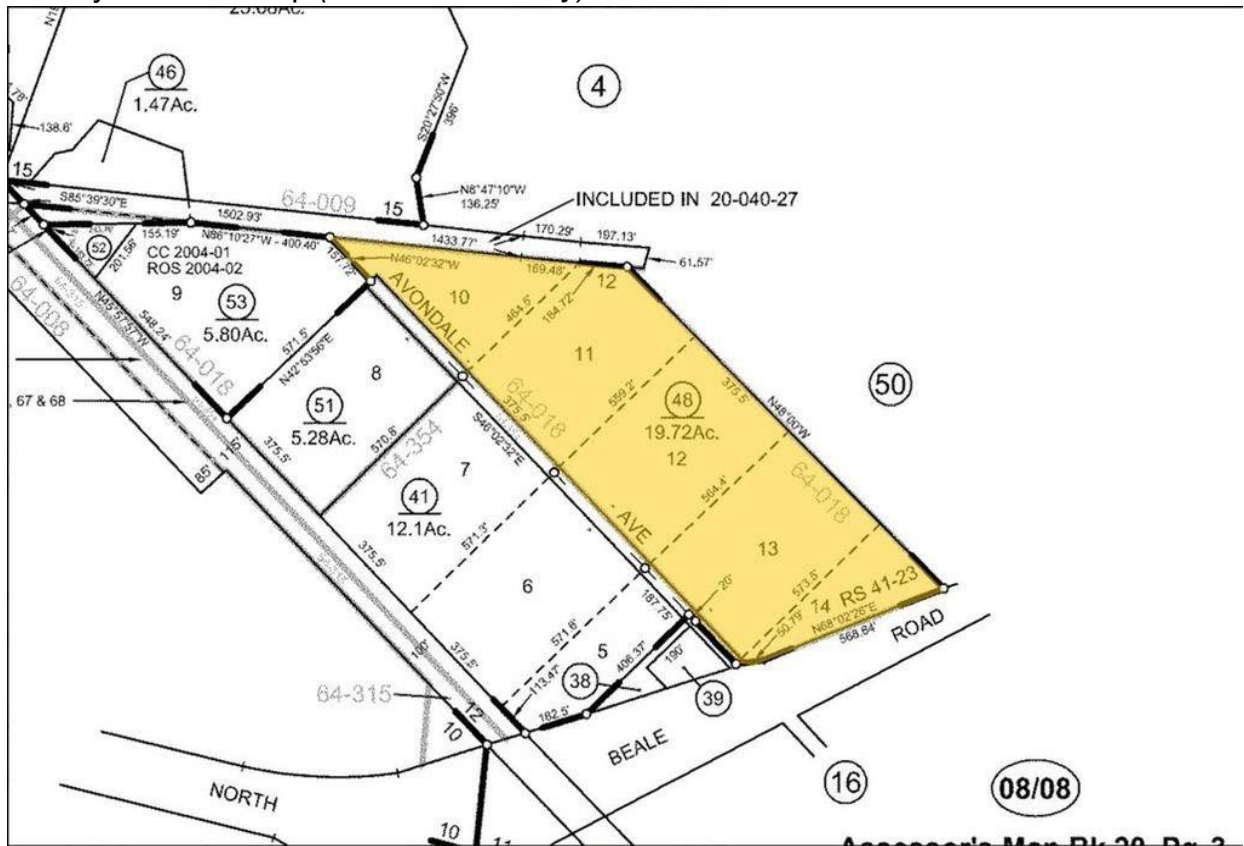
Both photographs and maps included herein are provided for reference only and should not be relied upon for accurate information by any Proposer.

Aerial View (for reference only)



Aerial View of the subject 19.2-acre parcel at 6035 Avondale Ave., Linda, CA., future home of the Yuba-Sutter NextGen Transit Facility.

Vicinity Location Map (for reference only)



APPENDIX B – PROJECT MANUAL

The Project Manual is provided for reference and informational purposes only. The contents are preliminary, subject to revision, and should not be construed as representing the final design or the final Contract Documents.

The Project Manual can be viewed here: <https://www.yubasuttertransit.com/current-requests-for-proposals>.