

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY
(COUNTY CONNECTION)**

**REQUEST FOR PROPOSALS FOR ON-CALL GENERAL
ENGINEERING CONSULTING SERVICES
RFP# 2025-MA-01**

JANUARY 7, 2025

(Revised to reschedule Pre-Proposal Conference to January 23, 2025)

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I. STATEMENT OF PURPOSE

The Central Contra Costa Transit Authority (“CCCTA” or “County Connection”) intends to engage the services of an engineering/consulting firm herein referred to as General Engineering Consultant (“GEC” or “Consultant”) to provide on-call multidisciplinary engineering, design, architectural and construction management support services for various projects associated with County Connection bus system facilities and CCCTA administrative office facilities. If approved by CCCTA’s Board of Directors, the successful Proposer will execute a contract for the above-mentioned services. The Consultant must be able to deliver engineering services working in collaboration with internal CCCTA staff and external parties such as municipalities and other transit agencies.

CCCTA is seeking proposals from qualified firms to provide on-call general engineering consulting services for a three (3) year base term with two one-year option terms. It is anticipated that CCCTA will award a contract to one firm. CCCTA reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

The contract awarded under this RFP may be funded in whole or in part by the Federal Transit Administration (FTA). The successful Proposer shall cooperate with CCCTA to ensure full conformance with its funding agreements with the FTA. The successful Proposer shall comply with all terms and conditions prescribed for third party contracts by the FTA, if applicable.

II. PROCUREMENT TIMELINE

The following project timeline is provided for your scheduling information; however, it is subject to change at the discretion of CCCTA.

<u>Activity</u>	<u>Date</u>
RFP Issued.....	January 07, 2025
Pre-Proposal Conference.....	January 23, 2025 @ 10 a.m.
Requests for Clarifications/Questions Due.....	January 27, 2025 @ 4 p.m.
Response to Clarifications/Questions.....	February 3, 2025
Proposals Due	February 14, 2025 @ 4 p.m.
Interviews (tentative).....	February 27, 2025 and February 28, 2025
Contract Award (tentative)	March 20, 2025

III. COUNTY CONNECTION FACILITIES AND ANTICIPATED PROJECTS

County Connection, headquartered in Concord, CA, was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra

Costa County. County Connection is governed by an 11-member Board of Directors representing the following member jurisdictions: the Cities of Clayton, Concord,

Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, the Towns of Danville and Moraga, and unincorporated areas of central Contra Costa County. The County Connection service area encompasses 200 square miles with a population just over 540,000.

County Connection owns its operations, maintenance, and administration facilities located at 2477 Arnold Industrial Way in Concord. The facilities were built approximately 40 years ago and in recent years have required updates to the HVAC system, the bus wash, in-ground hoists, and roofing. All administrative, operations, and maintenance functions are housed at this location, including bus parking, repair, fueling, washing, parts storage, and tire storage; dispatch; driver areas; administrative offices, training facilities; radio systems; server room; on-site WiFi, etc.

County Connection continues to work towards meeting the Innovative Clean Transit (ICT) regulation requiring all transit agencies in California to transition to a zero emissions fleet by 2040. To fulfill this requirement, County Connection will be installing approximately 90,000 sq. ft. of solar panels over the bus parking area, on-site battery power storage, and a new hydrogen fueling facility. Engineering services will be needed for the length of the contract to ensure success of these projects.

Other potential projects include facility upgrades, and maintenance related projects such as a parking lot redesign to add spaces for driver parking, bus access and zero-emission infrastructure. County Connection has approximately 2,200 bus stops, most of which are located in the public right-of-way. A bus stop access improvement plan was recently developed with the intention of identifying a ranking and cost for desired stop improvements. Staff has obtained funding for stop improvements and will need engineering services to help refine and implement these types of projects.

Most routes end or begin at one of the seven (7) BART stations in the service area. Recently BART has been engaged in upgrading station signage, making improvements to the North Concord/Martinez and Concord stations, and implementing a private/public development at the Walnut Creek BART station. These projects directly affect County Connection. Another project requiring engineering services involves coordinating with the developer at the North Concord/Martinez and Concord BART stations so that it incorporates adequate zero emission vehicle infrastructure for County Connection's vehicles.

IV. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held commencing promptly at **10:00 a.m. on January 23, 2025**, at CCCTA's Administrative Offices Board Room, 2477 Arnold Industrial Way, Concord, CA 94520. Attendance is encouraged but is not mandatory.

The Pre-Proposal Conference will take approximately one hour. Members of CCCTA's staff will be available to answer general questions pertaining to the RFP and the specifications herein. Any questions that may require staff research to answer, or that will otherwise clarify or modify the meaning or intent of this RFP, shall be submitted to CCCTA in writing as described in Section V.

V. SUBMISSION OF QUESTIONS AND REQUESTS FOR CLARIFICATION

Proposers and Proposers' representatives may not communicate with CCCTA's Board members except in writing and if the communication is made public. Proposers and Proposers' representatives must communicate in the manner set forth in this RFP. All such communication shall be directed to Andrew M. Smith, Director of Planning & Marketing. There shall be no communication with any other officer, director, employee, or agent of CCCTA, except as may be reasonably necessary to carry out the procedures specified in this RFP.

Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of CCCTA during a public meeting.

If any person submitting a proposal is in doubt as to the true meaning of any part of this RFP, or if additional information is required, they shall submit a written request for information and clarification thereof.

Any questions and/or requests for clarification regarding this RFP shall be mailed to Andrew M. Smith, at CCCTA's address set forth in Section IX, or e-mailed to asmith@cccta.org for receipt no later than **4:00 p.m. on January 27, 2025**. CCCTA's reply to questions and/or requests for clarification will be posted to CCCTA's website (<http://countyconnection.com/>) by **February 3, 2025**. It is the Proposer's responsibility to monitor the website on a regular basis. Any modification to the RFP requirements will be by written Addenda only, issued by CCCTA, and will be posted on CCCTA website. Oral interpretations will not be binding on CCCTA.

Proposers shall acknowledge the receipt of each individual addendum in their proposals in their cover letters.

VI. SUBMISSION OF PROPOSALS

A. Proposal Due Date

All Proposals must be received by CCCTA **no later than 4:00 p.m. on February 14, 2025**, at 2477 Arnold Industrial Way, Concord, CA 94520, Attention: Andrew M. Smith, Director of Planning & Marketing, email: asmith@cccta.org. Proposals received after this time or at any other location will not be accepted. If proposals are delivered in person, they should be delivered to the reception desk on the second floor. Please allow for additional time for screening and processing in the building lobby.

B. Proposal Submittal Checklist

Proposers shall use the checklist provided in Attachment B as a guide to ensure all required documentation is included in their Proposal.

C. Conflict of Interest

All prospective Proposers must first review the conflict of interest requirements contained in the solicitation documents before determining whether to submit a proposal. The requirements are contained in the following Sections:

- RFP, Section XIII.B
- Agreement for Professional Services, Section 12.

VII. SCOPE OF SERVICES

A. General

The on-call services contract amount is estimated to be \$2 million over the three-year base term and two one-year option terms. Said services (the “Work”) under the Agreement will be established as needed on an individual Work Order basis. There is no guaranteed minimum level of compensation. CCCTA reserves the right to procure the services described in these solicitation documents from other firms at its sole discretion.

B. Scope of Services

Professional services to be provided by Consultant may include, but are not limited to, the following tasks and activities:

1. Engineering studies (e.g., infrastructure assessment)
2. Civil/site improvement designs (e.g., pavement rehab, storm drains)
3. Mechanical design (e.g., plumbing, HVAC)
4. Environmental studies
5. Electrical design
6. Equipment analysis/design (e.g., emergency generator)
7. Architectural/space planning
8. Structural design and analysis
9. Constructability/bidability reviews
10. Project cost estimating

The scope of services is described in more detail in Attachment A, Scope of Services, On-Call General Engineering Consultant Services.

The deliverables under this contract will be specified in detail as each Work Order is issued and authorized.

C. Typical Tasks:

Typical tasks that may be required of the Consultant include, but are not limited to:

- Preparation and delivery of feasibility/cost studies
- Preparation of conceptual engineering and project study reports
- Preparation of Plans, Specifications and Cost Estimates (PS&E)
- Project Controls activities, including cost estimate preparation and review, and schedule preparation and review
- Construction Management support services
- Review of consultant submittals
- Evaluation of consultant’s claims and dispute resolution assistance

VIII. PERFORMANCE PERIOD

The term of this Agreement will be for a three (3) year base term and two (2) one-year options, to be exercised at CCCTA's sole discretion. Work Orders can be issued against the Agreement any time during the base term or option years. At CCCTA's discretion, Work Orders will be issued either on a cost reimbursable (with a ceiling) plus fixed fee basis, or on a fixed price basis.

IX. PROPOSAL FORMAT

All Proposals shall have two components: the Technical Proposal and the Cost Proposal. All pricing information shall be submitted in the Cost Proposal in a separate sealed envelope marked confidential.

Proposers are directed to submit: (1) two hard copies (one identified as original and one copy) of their Technical Proposal in a separate sealed envelope, and one electronic copy of their Technical Proposal via email to asmith@cccta.org; and (2) two hard copies (both identified as original) of their Cost Proposal in a separate, sealed envelope and marked CONFIDENTIAL, and one electronic copy of their Cost Proposal via email to asmith@cccta.org. Each envelope shall be clearly marked indicating the Proposer's name, RFP number, and Proposal type (i.e., Technical or Cost). Whether mailed, personally delivered, or emailed proposals shall be addressed to:

CENTRAL CONTRA COSTA TRANSIT AUTHORITY
Attn: Andrew M. Smith, Director of Planning & Marketing
2477 Arnold Industrial Way
Concord, CA 94520
Email: asmith@cccta.org

A. Technical Proposal Requirements

Format – The Technical Proposal must follow the prescribed format to be accepted for evaluation. This format is to allow for uniform review of all proposals and simplification of the evaluation process.

Type style and size for normal text shall be Arial 12pt. The Technical Proposal shall be limited to 30 letter size pages, excluding resumes.

Content - All technical proposal responses must include all of the sections listed below and must address the requirements of each individual section, in order for a proposal to be accepted for evaluation.

1. Cover Letter
2. Firm Background
3. Relevant Experience
4. Key Personnel
5. Approach to Accomplishing Scope of Work
6. Designation of Subconsultants and Sub-bidders Report
7. Lobbying Certification
8. Evidence of Financial Stability
9. Joint Venture agreement (if applicable)

10. Levine Act Disclosure
11. Evidence of Ability to Provide Insurance
12. Exceptions to the Agreement (if any)

1. Cover Letter

The cover letter shall:

- (a) Identify the Request for Proposal number, 2025-MA-01, and proposal component and shall introduce the proposing firm(s) (prime consultant or joint venture), and its experience and capabilities to perform the required services.
- (b) The letter shall identify all subconsultants and individuals proposed for use in the performance of the required services.
- (c) The cover letter shall also identify the individual within the proposing organization who will respond to questions CCCTA may have regarding the Technical Proposal. This person's title, firm affiliation, phone number, e-mail address, and mailing address shall be included.
- (d) The cover letter shall state whether the Proposer has adequate resources to meet CCCTA's quality and schedule expectations and whether the terms contained in the Agreement are accepted as proposed or with exceptions. Any exceptions should be clearly noted on a separate sheet and submitted with the proposal.
- (e) The letter shall be signed and dated by an authorized person of the firm submitting the proposal.
- (f) The cover letter shall also confirm that the Cost Proposal, included as part of this RFP, is a firm offer to CCCTA for 120 days from the submission deadline for the proposals.
- (g) The letter shall include a listing indicating any Addendum to the RFP issued by CCCTA, by number of issue, which the Proposer has received.

2. Firm Background.

Proposer shall provide, at a minimum, the following information about the prime consultant or joint venture member firms, and any subconsultant firm or individuals on the team:

- Firm (or joint venture and joint venture member firms) name and business addresses, contact(s), including phone number, and e-mail address;
- Subconsultant firm(s) name and business addresses, contact(s), including phone number, and e-mail address;

- Individual consultant name and business address, phone number, and e-mail address;
- Year firm(s) was established (including former names and year established, if applicable); and
- Firm type/ownership and parent company, if applicable.
- Location of office from which work will be provided.

3. Firm's Relevant Experience

The Proposer shall provide a description of relevant prior project experience that exhibits the Proposer's capabilities to perform the required scope of services.

This prior project experience shall be limited to a total of ten (10) project assignments (the same project may be cited for different assignments, if appropriate). No assignment shall have started before 2000. The Proposer shall provide, in tabular form, a summary of this relevant prior project experience with particular reference to the categories of services within the Detailed Scope of Services for Consultant in Attachment A, Scope of Services.

The Proposer shall include in the Technical Proposal, a description of each relevant prior project assignment, and a reference for each project.

The Proposer shall list any projects which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.

4. Key Personnel

The Proposer shall identify individuals proposed for assignment under this RFP and specify why each individual has been included. The Proposer shall provide a summary of the relevant experience of individuals proposed for assignment under this RFP with particular reference to the categories of services within the Scope of Services.

5. Approach to Accomplishing Scope of Work

Proposers shall describe their approach to accomplishing the scope of work. This section should reflect the Proposer's knowledge and experience with the management and technical methodologies, standards and tools required to successfully manage and deliver services.

Describe innovative approaches that have been used in the execution of similar programs that will be advantageous and cost effective to CCCTA during performance under Work Orders.

6. Designation of Subconsultants and Sub-bidders Report

Proposers must describe whether they intend to subcontract any of the services required under this contract to any subconsultants using the List of Prime Consultant and Subconsultants/Suppliers form. Proposers must indicate whether they have made any efforts to solicit small businesses (SBEs), including DBEs, to participate on this contract using the DBE/SBE Good Faith Efforts – Selection Process of Subcontractors/Subconsultants/Suppliers form. If a proposer has not yet made any efforts to solicit SBEs or DBEs and intends to subcontract any of the services, the proposer must briefly describe how it intends to solicit SBEs or DBEs.

Proposers shall cooperate with CCCTA in meeting its commitments and objectives with regards to ensuring non-discrimination in the award and administration of CCCTA contracts and shall use its best efforts to ensure that barriers to participation of DBE firms do not exist. See RFP section XIII.F Disadvantaged Business Enterprise Program Requirements, below.

7. Lobbying Certification

Proposers are required to complete and submit as part of the Technical Proposal, the certification form contained in Attachment G regarding lobbying. The same certification is required for all lower tier sub-proposers and sub-suppliers with projected work greater than \$100,000.

8. Evidence of Financial Stability

The proposal must include the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow CCCTA to reasonably formulate a determination about the financial stability and strength of the Proposer. The proposals must describe any administrative proceedings, claims, lawsuits, settlements, or other exposures pending against the Proposer.

Examples of acceptable documentation include annual financial statements and tax records, or if the proposer is not a corporate entity, it may be appropriate to submit other evidence of the proposer's track record in business and debt/credit history, such as a letter from the proposer's bank or other trustworthy source. Proposers shall disclose potential or pending claims, litigation or other exposures against the Proposer that could affect its ability to perform.

9. Joint Venture Agreement

If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement shall be included with the Technical Proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture shall be outlined.

10. Levine Act

The Levine Act (Government Code 84308) is part of the California Political Reform Act. The Levine Act prohibits any CCCTA Board Member from participating in or influencing the decision on awarding a contract with CCCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the CCCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, CCCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before CCCTA or for twelve months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a CCCTA Board Member within the twelve-month period preceding submission of its Proposal. This duty applies to the Proposer's company, any member of the Proposer's team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the Proposer's team. If you have made a contribution that needs to be disclosed, **you must include this information with your Technical Proposal.**

11. Evidence of Ability to Provide Insurance

Provide evidence in the form of a letter or verification of insurance certificate from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in Section 14 of the sample Agreement for Services including, but not limited to professional liability, and worker's compensation coverage.

12. Exceptions to the Agreement

The selected Proposer will be required to execute an Agreement for Professional Services with CCCTA, which describes the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. This Agreement is shown in Attachment H. ***Submittal of a Proposal shall be deemed as acceptance of all the terms set forth in this RFP and the sample Agreement for Professional Services, unless the Proposer includes with its proposal, in writing, any exceptions requested by the Proposer to the sample Agreement.***

B. Cost Proposal Requirements

Proposers are directed to submit their Cost Proposal, consisting of two hard copies (both identified as original) in a separate, sealed envelope and marked CONFIDENTIAL.

The Cost Proposal shall include the required information in accordance with Attachment H, Sample Agreement, Section 5, "Compensation". All Cost Proposals must include and address all of the sections listed below to be accepted for evaluation.

- (a) Cover Letter
- (b) Consultant's Direct Labor Costs.

- (c) Consultant's Indirect Cost Rates (overhead).
 - (d) Proposed Fixed Fee
- (a) Cover Letter – The cover letter shall identify the Request for Proposal number, 2025-MA-01, and proposal component and shall identify the proposing organization (prime consultant or joint venture).
 - (b) Consultant's Direct Labor Costs – Proposers shall include individual positions and include hourly salaries for each individual using the format contained in Attachment C, Consultant Actual Hourly Salaries. The salaries shall be exclusive of any burden or markups. Proposers shall provide the same data for all proposed subconsultants using the format contained in Attachment D, Sub Consultant Actual Direct Hourly Salaries.
 - (c) Consultant's Indirect Cost Rates (payroll, employee benefits, and overhead) – Proposer shall submit Indirect Cost Rates for home office, dedicated field office using the format contained in Attachment E, Consultant Multiplier and Fee.
 - (d) Proposed Fixed Fee – Proposer shall submit its proposed fixed fee (profit), and the basis therefor.

X. PROPOSAL EVALUATION

CCCTA intends to award an Agreement to the most qualified, responsible firm submitting a responsive proposal. Proposals will be evaluated according to the following methodology.

A. Technical Proposal Evaluation Process

Proposals will first be evaluated as to responsiveness to the requirements of the Request for Proposal and responsibility of the Proposer. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. Proposals meeting these criteria will move to the second step in the technical evaluation process.

The Proposer's technical proposal will then be evaluated utilizing the criteria identified below. In ranking Proposals, CCCTA will consider the Proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer (i.e. references). CCCTA will not assume that a Proposer possesses any capability unless such a capability is established by the proposal submittal.

The proposals will be evaluated and ranked based on the following factors, which are identified below.

Award Evaluation Factors

Points

Firm Qualifications –

45 points

Evaluation criteria for this category will include:

- a) Evaluation is based on the extent of directly related experience in performing engineering planning, engineering surveys, engineering designs, construction services and other services set forth in the Scope of Services for projects that are similar to the types of anticipated projects described in Section III and Attachment A.
- b) Past performance on contracts with government agencies, transit operators, Caltrans, and private industry.
- c) References and record of completing similar work on schedule and within budget.
- d) Firm's proximity to Contra Costa County and knowledge of specific requirements of the County and the Cities in Central Contra County.
- e) Required licenses necessary to perform the work set forth in this RFP. Resources and financial capacity to perform the work.

Key Personnel –

35 points

Evaluation criteria for this category will include:

- (a) The professional, technical and managerial qualifications and experience of personnel put forth in the proposal, including qualifications of proposed Project Manager and subconsultants.
- (b) Key staff knowledge and understanding of applicable regulations and codes and familiarity with local conditions relating to the Scope of Services.

Approach and Capacity –

20 points

Evaluation criteria for this category will include:

- a) The capacity to provide disciplines necessary for the work and the capacity to provide personnel.
- b) Demonstrated ability and description of the approach and tools used to manage project timelines, budget, invoicing, coordination and communication.
- c) Approach to project management and client communications.

Total Possible Points

100 points

CCCTA reserves the right to request additional information to clarify any Proposal. Following the initial review and screening of all Technical Proposals, CCCTA will have the option of scheduling interviews with one or more firms. The interview process may include the submission of additional information and/or participation in an oral interview with CCCTA staff and possibly one or more outside experts.

CCCTA requests that Proposers make themselves available, if asked, to participate in an interview, tentatively scheduled for **February 27, 2025 and February 28, 2025**, at CCCTA's Administrative Offices, 2477 Arnold Industrial Way, Concord, CA 94520. If an interview is requested, the Proposer shall be responsible for all costs related to the interview (travel, meals, lodging, etc.). Upon completion of review of the written submittals and interviews, if any, CCCTA will rank each firm in accordance with the criteria set forth above.

B. Cost Proposal Evaluation Process

After the consultant ranking has been determined by CCCTA, CCCTA will open the cost proposal from the top-ranked firm only. CCCTA may accept the Proposal as presented or negotiate the terms and conditions of the Cost Proposal and contract with the highest-ranked firm. If negotiations are unsuccessful, CCCTA will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, CCCTA may repeat the negotiations process with the next-highest ranked firm, or, at its sole discretion, CCCTA may reject all remaining proposals.

CCCTA reserves the right to accept or reject any or all Proposals received as a result of this solicitation, to negotiate with any qualified firm, to modify or cancel in part or in its entirety the RFP or to request revised Proposals if it is in the best interest of CCCTA to do so. CCCTA, however, may award a contract without negotiation, so Proposers are encouraged to submit their best offers and proposals.

XI. CONTRACT AWARD

Thereafter, the selection committee will make a recommendation for award of a contract to CCCTA's Board of Directors. All Proposers will be notified of a recommended award, if there is one, by email. No contract will be in force until execution and delivery of all required contract documents, and issuance of a written Notice-to-Proceed.

This solicitation does not commit CCCTA to award a contract. CCCTA reserves the right to waive informalities and irregularities in the proposals received. CCCTA reserves the right to accept or reject any or all proposals or to modify or cancel the RFP in part or in its entirety.

XII. PROTEST PROCEDURES

CCCTA maintains written procedures that must be followed for all protests. Copies of the complete protest procedures are available at the office of the Director of Planning and Marketing and available on CCCTA's website at: <https://countyconnection.com/>. In the event of a conflict between the procedures articulated in this section and the protest procedures available at the office of the Director of Planning and Marketing and CCCTA's website, the protest procedures available at the office of the Director of Planning and Marketing and CCCTA's website will control. **Failure to comply with any of the requirements set forth in the CCCTA's written protest procedures may result in rejection of the protest.**

Protests based upon restrictive specifications or alleged improprieties in the contract specifications or procedures, which are apparent or reasonably should have been

discovered prior to the proposal due date, shall be submitted in writing to Andrew M. Smith, Director of Planning & Marketing, no later than five (5) working days before the proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised; CCCTA will not consider such new grounds or evidence in the determination on the protest. Where the determination could affect proposals, an appropriate extension of the proposal due date may be granted.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to the proposal due date, such as disputes over the staff recommendation for contract award, shall be submitted in writing to Andrew M. Smith, Director of Planning & Marketing, within forty-eight (48) hours of CCCTA's notice advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised, CCCTA will not consider such new grounds or evidence in the determination on the protest. Staff shall analyze the protest and develop a recommendation.

For all contracts, a protestor may appear before the General Manager or reviewing Board Committee (or Board) to present evidence in support of its protest. After full consideration of the protestor's evidence and any other relevant information, the General Manager or Committee (or full Board) may make a determination to reject or allow the protest.

XIII. OTHER REQUIREMENTS

A. Confidentiality

All responses to this RFP become property of CCCTA and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.) (PRA). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between CCCTA and any Proposer regarding the procurement, shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that CCCTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential and providing an explanation of why the information is exempt from disclosure under the PRA. Proposer must also provide a redacted version of its proposal. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the PRA. **A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal or forms provided with this RFP as confidential.** CCCTA will not honor such designations and will disclose submittals so designated to the public.

By submitting a proposal, Proposer agrees that, if Proposer requests that CCCTA withhold from disclosure information identified as confidential, and CCCTA complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless CCCTA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer's information), and pay any and all cost and expenses related to the withholding of Proposer's information. Proposer shall not make a claim, sue, or maintain any legal action against CCCTA or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer's information.

If Proposer does not request that CCCTA withhold from disclosure information identified as confidential, CCCTA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to CCCTA.

B. Conflict of Interest

By submitting a Proposal, the Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 *et seq.* or sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the selected contractor may be required to publicly disclose financial interests under CCCTA's Conflict of Interest Code. The selected contractor agrees to promptly submit a Statement of Economic Interests on the form provided by CCCTA upon receipt.

No member, officer or employee of the CCCTA or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

C. CCCTA's Rights

CCCTA reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of CCCTA.

This RFP does not commit CCCTA to award an Agreement(s), to pay any costs incurred in the preparation of the proposal for this request, or to procure or contract for services. CCCTA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to CCCTA's interest in its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. CCCTA further reserves the right to reject all proposals and seek new proposals when CCCTA considers such procedure to be in its best interest.

If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by CCCTA.

D. Non-Discrimination Assurance - Title VI of The Civil Rights Act

The consultant shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of the Agreement. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the consultant agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with

U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49

C.F.R. Part 21. The consultant shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under the Agreement. Failure by the consultant to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as CCCTA deems appropriate.

E. Equal Employment Opportunity (EEO)

In connection with the performance of the Agreement, the consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

F. Disadvantaged Business Enterprises Program Requirements

CCCTA, as a recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a DBE Program in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

It is CCCTA's policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to CCCTA's construction, procurement and professional services activities. To this end, CCCTA has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully

outside of the DBE Program. In connection with the performance of this contract, the consultant will cooperate with CCCTA in meeting these commitments and objectives.

In addition to and in accordance with the federal DBE Regulations (49 CFR Part 26.39), CCCTA has implemented a small business element, as a part of its DBE Program. DBEs are often eligible for certification as small business enterprises (SBEs); therefore, CCCTA also encourages the participation of certified SBEs, who meet the current SBA business size standard.

CCCTA has committed to a three-year, overall DBE goal of 5.9% for the participation of small and disadvantaged business enterprises. Proposers are urged to obtain DBE and/or SBE participation for this contract, although there is no contract-specific DBE or SBE goal.

Pursuant to U.S. DOT Regulations 49 CFR Part 26, the consultant is required to make the following assurance in its contract with CCCTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Consultant (and any subconsultants/subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant (and any subconsultants/subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Consultant (and any subconsultants/subcontractors) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as CCCTA deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

By submitting a proposal, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms. CCCTA reserves the right to request additional information regarding DBE or SBE participation.

If the Proposer intends to subcontract any services, the Proposer must submit with its proposal a completed and signed List of Prime Consultant and Subconsultants/Suppliers form, indicating whether the subconsultants are DBEs or SBEs. If the Proposer was unable to subcontract to any SBE or DBE firms, the Proposer must submit with its proposal a completed and signed DBE/SBE Good Faith Efforts – Selection Process of Subcontractors/Subconsultants/Suppliers form. These forms include information about the Consultant and all subconsultants/subcontractors that provided a bid, quote or proposal for this contract.

Any Proposer who would like additional information regarding DBE and SBE participation on the Agreement or CCCTA's DBE Program may contact Kristina Martinez, DBE Officer, at 2477 Arnold Industrial Way, Concord, California 94520, (925) 680-2031, kmartinez@cccta.org.

XIV. FEDERAL TRANSIT ADMINISTRATION CLAUSES

In its performance of the Agreement, the consultant will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

- DEFINITIONS.**
- 1. FLY AMERICA REQUIREMENTS.**
- 2. ENERGY CONSERVATION.**
- 3. RECYCLED PRODUCTS.**
- 4. CARGO PREFERENCE REQUIREMENTS.**
- 5. ACCESS TO RECORDS AND REPORTS.**
- 6. FEDERAL CHANGES.**
- 7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**
- 8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**
- 9. CIVIL RIGHTS REQUIREMENTS.**
- 10. SAFE OPERATION OF MOTOR VEHICLES.**
- 11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**
- 12. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.**
- 13. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**
- 14. VETERANS PREFERENCE.**
- 15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.**
- 16. LOBBYING.**
- 17. CLEAN WATER AND AIR REQUIREMENTS.**
- 18. BUY AMERICA REQUIREMENTS.**
- 19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.**

- 20. ACCESSIBILITY.
- 21. BUS TESTING.
- 22. DAVIS-BACON ACT REQUIREMENTS.
- 23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.
- 24. SEISMIC SAFETY.
- 25. CHARTER SERVICE OPERATIONS.
- 26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.
- 27. SCHOOL BUS OPERATIONS.
- 28. SUBSTANCE ABUSE REQUIREMENTS.
- 29. DOMESTIC PREFERENCES FOR PROCUREMENTS.
- 30. BUILD AMERICA, BUY AMERICA ACT.

DEFINITIONS. The following definitions apply to these federal terms and conditions:

- a. "Agency" means the Central Contra Costa Transit Authority.
- b. "Agreement" means the agreement to which these Federal Terms and Conditions apply.
- c. "Bid" means bid, proposal, or offer.
- d. "Bidder" means bidder, proposer, or offeror.
- e. "Contractor/Consultant" means the person or entity named in the Purchase Order, Bid, Proposal or Agreement to which these Federal Terms and Conditions apply.
- f. "FTA" means the Federal Transit Administration.
- g. "U.S. DOT" means United States Department of Transportation.

CLAUSES

1. FLY AMERICA REQUIREMENTS. The Contractor/Consultant 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/Consultant must 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 must, in any event, provide a certificate of compliance with the Fly America requirements, if used.

The Contractor/Consultant agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

2. ENERGY CONSERVATION. The Contractor/Consultant 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 Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*

3. RECYCLED PRODUCTS. The Contractor/Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

4. CARGO PREFERENCE REQUIREMENTS. The Contractor/Consultant agrees: (a) 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 this Agreement by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Agency (through the Contractor/Consultant in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

5. ACCESS TO RECORDS AND REPORTS. Contractor/Consultant must provide all authorized representatives of the Agency, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor/Consultant which are related to performance of this Agreement for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor/Consultant also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor/Consultant agrees to maintain the same until the Agency, 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.

6. FEDERAL CHANGES. Contractor/Consultant must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (31) dated May 2, 2024) between the Agency and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement.

Contractor's/Consultant's failure to so comply constitutes a material breach of this Agreement.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES. The Agency and Contractor/Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Agency, Contractor/Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement. The Contractor/Consultant 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/subconsultant who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

- a. The Contractor/Consultant 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 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Contractor/Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement is being performed. In addition to other penalties that may be applicable, the Contractor/Consultant 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/Consultant to the extent the Federal Government deems appropriate.
- b. The Contractor/Consultant 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor/Consultant, to the extent the Federal Government deems appropriate.
- c. The Contractor/Consultant 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 will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

9. CIVIL RIGHTS REQUIREMENTS.

- 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/Consultant 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/Consultant 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 underlying 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/Consultant 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 CFR Chapter 60, (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 activities undertaken in the performance of the Agreement. The Contractor/Consultant 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/Consultant 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/Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor/Consultant 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/Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor/Consultant agrees to comply with any implementing requirements FTA may issue.

The Contractor/Consultant 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.

10. SAFE OPERATION OF MOTOR VEHICLES. The Contractor/Consultant 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/Consultant or the Agency. The Contractor/Consultant 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/Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, as may be amended, 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/Consultant shall not perform any act, fail to perform any act, or refuse to comply with any the Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.

12. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.

The Contractor/Consultant represents that the Contractor/Consultant, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Agreement. “Covered telecommunications equipment or services” means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People’s Republic of China. “Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service. “Critical technology” includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

13. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.

- a. The Contractor/Consultant agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but 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, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor/Consultant further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) 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.

The Contractor/Consultant further agrees to promptly notify Agency of any matter described above that relates to this Agreement or any other federally assisted agreement between the Contractor/Consultant and Agency.

"Knowledge," as used in this section, 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 Contractor's/Consultant's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

- b. The Contractor/Consultant agrees to include the above clause in all subcontracts entered into for the performance of this Agreement. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

14. VETERANS PREFERENCE. To the extent practicable, the Contractor/Consultant agrees that it and its subcontractors:

- a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and
- b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION. This Agreement is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment."

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor/Consultant is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. LOBBYING. Contractor/Consultant shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor/Consultant shall certify that it will not and has not used Federally 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. Contractor/Consultant 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 shall be forwarded to the Agency. Contractor/Consultant shall ensure that all of its subcontractors/subconsultants under this Agreement shall certify the same. The Agency is responsible for keeping the certification of the Contractor/Consultant, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the solicitation documents, including instructions for completion.

17. CLEAN WATER AND AIR REQUIREMENTS. The Contractor/Consultant 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., and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor/Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor/Consultant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.

18. BUY AMERICA REQUIREMENTS. The Contractor/Consultant agrees to comply with 49 U.S.C. 5323(j) and 49 CFR 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 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to the Agency with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.

Contractor/Consultant agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. § 5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. Contractor/Consultant must submit the following certifications with its bid:

- a. Pre-Award Buy America Certification: The Contractor/Consultant must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Contractor/Consultant certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Pre-Award Solicitation Specifications Certification: The Contractor/Consultant shall submit evidence that is capable of producing rolling stock that meets the Agency's specifications set forth in the solicitation.
- c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor/Consultant must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.

20. ACCESSIBILITY. The Contractor/Consultant agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

21. BUS TESTING. The Contractor/Consultant [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to the Agency at a point in the procurement process specified by the Agency which will be prior to the Agency's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Agency prior to the Agency's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

22. DAVIS-BACON ACT REQUIREMENTS.

a. Minimum wages

i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Agreement (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 amount 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/Consultant 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 (a)(1)(vi) of Section 5.5 of the Davis-Bacon Act; 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 employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of Section 5.5 of the Davis-Bacon Act) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the Contractor/Consultant 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. Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor/Consultant 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.

iii. If the Contractor/Consultant does not make payments to a trustee or other third person, the Contractor/Consultant 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/Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor/Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Agreement 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; and (2) The classification is utilized in the area by the construction industry; and (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/Consultant 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/Consultant, 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)(B) or (C) of Section 5.5 of the Davis-Bacon Act, shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

b. Withholding - The Agency 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/Consultant under this Agreement or any other Federal contract with the Contractor/Consultant, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the Contractor/Consultant, 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/Consultant or any subcontractor the full amount of wages required by the Agreement. 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 Agreement, the Agency may, after written notice to the Contractor/Consultant, 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/Consultant 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/Consultant 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.

(a) The Contractor/Consultant shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency 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 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor/Consultant is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement 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 Part 3;

(iii) 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 Agreement.

(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 Section 5.5 of the Davis-Bacon Act.

(d) The falsification of any of the above certifications may subject the Contractor/Consultant or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

ii. The Contractor/Consultant or subcontractor shall make the records required under paragraph (a)(3)(i) of Section 5.5 of the Davis-Bacon Act 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/Consultant or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor/Consultant, 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/Consultant 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 Contractor/Consultant 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/Consultant'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 journey 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/Consultant 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/Consultant 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/Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Agreement.
- f. Subcontracts - The Contractor/Consultant 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 also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor/Consultant shall be responsible for the compliance by any subcontractor or lower 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 Agreement and for debarment as a Contractor/Consultant 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 Agreement.
- i. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. 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/Consultant (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 Agreement, the Contractor/Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's/Consultant'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 Agreement shall be subcontracted to person or firm ineligible for an 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.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the

Contractor/Consultant or subcontractor in the performance of any part of the work under the Agreement, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C.A. § 3701)

- a. Overtime Requirements – Neither the Contractor/Consultant nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Agreement to work in excess of forty (40) 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.
- b. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor/Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor/Consultant 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 A of this Section in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.
- c. Withholding for Unpaid Wages and Liquidated Damages – Agency 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 Contractor/Consultant under any such contract or any other Federal contract with Contractor/Consultant or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor/Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Contractor/Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.
- d. Subcontracts – The Contractor/Consultant shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor/Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.
- e. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor/Consultant during the course of the work and preserved for a period of three (3) 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/Consultant shall maintain records that 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 shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor/Consultant employ apprentices or trainees under approved programs, it 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.

- f. Occupational Safety and Health Act – The Contractor/Consultant agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction”, 29 CFR Part 1926. Among other things, the Contractor/Consultant agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor/Consultant also agrees to include the requirements of this Subsection f in each subcontract. The term “subcontract” under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

24. SEISMIC SAFETY. The Contractor/Consultant 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 (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor/Consultant also agrees to ensure that all work performed under this Agreement, 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.

25. CHARTER SERVICE OPERATIONS. The Contractor/Consultant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using

federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.

The Contractor/Consultant agrees to the comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor/Consultant agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient’s project from which Federal assistance is provided to support work on the underlying Agreement. The Contractor/Consultant agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Agreement, the Contractor/Consultant agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor/Consultant agrees to perform transit operations in connection with the underlying Agreement in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor/Consultant agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor/Consultant also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

27. SCHOOL BUS OPERATIONS. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

28. SUBSTANCE ABUSE REQUIREMENTS. Agency adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, the Agency requires that contractors who “stand in the shoes” of the Agency are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor/Consultant is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor’s/Consultant’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”) and 49 CFR Part 40, (“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”).

The Contractor/Consultant will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the Agency to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor/Consultant must notify the Agency’s Risk Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor/Consultant found to have violated the drug and alcohol regulations is subject to removal from duties under the Agreement, depending on the facts and circumstances of the situation.

If the Contractor/Consultant utilizes their own pre-established program or a third party administrator’s, Contractor/Consultant must fully cooperate with the Agency in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the Agency requires of Contractor/Consultant. Contractor/Consultant further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to the Agency. Contractor/Consultant agrees that all records produced and maintained in the performance of the program are subject to review by the Agency in a facility not more than 100 miles away. Further, Contractor/Consultant may be required to submit quarterly MIS reports to the Agency.

If the Contractor/Consultant is included in the Agency's Random Testing Program, the Contractor/Consultant is not released from all other DOT regulations such as: adhering to DOT's hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Contractor/Consultant agrees to timely notify the Agency with names of their safety-sensitive employees, including any additions or deletions during the Agreement term.

Contractor/Consultant agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's/Consultant's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the Agency, may result in the Agreement being terminated for default.

29. DOMESTIC PREFERENCES FOR PROCUREMENTS. Pursuant to 2 CFR § 200.322, the Contractor/Consultant should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor/Consultant must include this requirement in agreements with subcontractors, including all contracts and purchase orders for work or products under this Agreement.

30. BUILD AMERICA, BUY AMERICA ACT. For construction materials used in the Project, the Contractor/Consultant agrees to comply with 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, U.S. DOT, and FTA, unless a waiver applies.

END OF RFP

SCOPE OF SERVICES

ON-CALL GENERAL ENGINEERING CONSULTANT SERVICES

I. General

Role: Consultant shall provide on-call multi-disciplinary engineering, design, architectural and construction management support services for various projects associated with CCCTA's bus system maintenance facilities and administrative office building facilities. The Work under the Agreement will be established as needed on an individual Work Order basis.

The Consultant shall function with overall guidance from CCCTA but will manage and control the day-to-day Work Order activities and deliverables.

Services: Professional services to be provided by Consultant under the Agreement and individual Work Orders may include, but may not be limited to, the following tasks and activities:

1. Engineering studies (e.g., infrastructure assessment)
2. Civil/site improvement designs (e.g., pavement rehab)
3. Mechanical design (e.g., plumbing, HVAC)
4. Environmental studies
5. Electrical design
6. Equipment analysis/design (e.g., emergency generator)
7. Architectural/space planning
8. Structural design and analysis
9. Constructability/bidability reviews
10. Project Cost Estimating

II. List of Potential Work Order Tasks

Possible tasks that may be required of the Consultant in executing Work Order assignments include, but are not limited to:

- Preparation and delivery of feasibility/cost studies
- Preparation of conceptual engineering and project study reports
- Preparation of Plans, Specifications and Cost Estimates (PS&E)
- Project Controls activities, including cost estimate preparation and review, and schedule preparation and review
- Construction Management support services
- Review of contractor submittals
- Evaluation of contractor's claims and dispute resolution assistance

III. Detailed Scope of Services for Consultant

As assigned by individual Work Orders, Consultant will conduct categories of services as described below:

Engineering studies (e.g., infrastructure assessment)

Conduct engineering studies and assessments related to the current condition of and possible upgrade of County Connection bus operating and maintenance facilities, parking facilities, bus stops, and CCCTA administrative office buildings.

Civil/site improvement designs (e.g., Pavement rehab, implementation of real time signage, design of zero-emission bus infrastructure)

Typical civil site work may involve designs associated with pavement rehabilitation at the facility, parking lot, and bus stops and implementation of real time signage at the bus stops and BART stations. Work may also include design of charging system infrastructure for electric buses at the maintenance facility and bus stops, solar panels over the bus parking area, on-site battery power storage, and a new hydrogen fueling facility.

Mechanical design (e.g., plumbing, HVAC)

Mechanical design at the bus facilities and CCCTA administrative office buildings may involve design of plumbing, HVAC, elevator systems, and other mechanical systems.

Environmental studies

Environmental studies may include preparation of environmental studies, analysis, findings, and documentation as necessary to meet the requirements of the California Environmental Quality Act for proposed projects.

Electrical design

Electrical design for the bus facilities and CCCTA administrative office building may involve design of lighting, communications systems, fire alarm, real time signage at the bus stops and BART stations, and other electrical systems.

Equipment analysis/design (e.g., emergency generator)

Equipment analysis and design may involve such systems as emergency generators, air compressors, fueling systems, and bus maintenance equipment.

Architectural/space planning

Architectural and space planning at the bases and administrative office buildings may involve assessments of current space needs and recommendations for modernizing and upgrading facilities to improve functionality, space efficiency, and ease of use.

Structural design and analysis

Structural analysis may be needed to determine structural integrality in the installation of auxiliary equipment on buildings or in reconfiguring building spaces.

Constructability/Bidability Reviews

In conjunction with design of equipment or facilities, constructability/bidability reviews may be required to ensure the design provides for ease and efficiency in construction and that the design would not discourage or preclude qualified contractors from bidding.

Project Cost Estimating

Project cost estimating will be required in conjunction with design of equipment or facilities. These services may also be needed for feasibility analyses.

IV. Contract Deliverables

Specific contract deliverables will be set forth in each individual Work Order issued under this Agreement.

END OF ATTACHMENT A

ATTACHMENT B SUBMITTAL CHECKLIST

The following checklist is provided as a guide to ensure all required documentation is considered and/or included in Proposer's proposal:

- Proposers must submit two hard copies (one identified as original and one copy) of their Technical Proposal in a separate sealed envelope, and one electronic copy of their Technical Proposal via email to asmith@cccta.org. Each envelope shall be clearly marked indicating the Proposer's name, RFP number, and Proposal type (i.e., Technical or Cost). Whether mailed, personally delivered, or emailed proposals shall be addressed to:

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

Attn: Andrew M. Smith, Director of Planning & Marketing
2477 Arnold Industrial Way
Concord, CA 94520
Email: asmith@cccta.org

Also, include the following:

Technical Proposal

- Table of Contents
- Cover Letter
- Letter or verification of insurance certificate from Proposer's carrier indicating acceptance of insurance requirements stated in Section 14 of the sample Agreement
- Exceptions to Sample Agreement (Attachment H), if any Evidence of Financial Stability
- Joint Venture agreement (if applicable)
- Conflict of Interest Disclosure
- Levine Act Disclosure
- Acknowledgment of Addenda, (if any)
- Attachment F – DBE/SBE Forms: List of Prime Consultant and Subconsultants/Suppliers Form; DBE/SBE Good Faith Efforts – Selection Process of Subcontractors/Subconsultants/Suppliers Form
- Attachment G - Lobbying Certification & Disclosure of Lobbying Activities

Cost Proposal

- Proposers must submit two hard copies (both identified as original) of their Cost Proposal in a separate, sealed envelope and marked CONFIDENTIAL, and one electronic copy of their Cost Proposal via email to asmith@cccta.org. Each envelope shall be clearly marked indicating the Proposer's name, RFP number, and Proposal type (i.e., Technical or Cost). Whether mailed, personally delivered, or emailed proposals shall be addressed to:

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

Attn: Andrew M. Smith, Director of Planning & Marketing

2477 Arnold Industrial Way

Concord, CA 94520

Email: asmith@cccta.org

Also, include the following:

- Cover Letter
- Consultant's Proposed Fees (profit)
- Attachment C – Consultant Actual Direct Hourly Salaries
- Attachment D – Subconsultant Actual Direct Hourly Salaries
- Attachment E – Consultant Multiplier and Fee

ATTACHMENT C
CONSULTANT ACTUAL DIRECT HOURLY SALARIES

Consultant: _____ Period: _____

PROPOSAL PRICING FORM	
Key Staff (Name and/or Title)	Rate per Hour
1.	
2.	
3.	
Other (including proposed subconsultants):	

Note: The Fixed Fee for each Task Order shall be negotiated on an individual basis as set forth in of the Agreement, Section 5, Compensation and Method of Payment.

ATTACHMENT D SUBCONSULTANT ACTUAL DIRECT HOURLY SALARIES

Consultant: _____ Period: _____

Individual	Classification	Rate per Hour

ATTACHMENT E CONSULTANT MULTIPLIER AND FEE

The Consultant’s and Sub-Consultant’s Multipliers and Fee shall be as shown below and are in accordance with the requirements of Agreement Section 5, Costs of Work and Fixed Fees. Proposers must submit separate pages for the prime contractor and any subcontractors.

Payroll Burden	_____%
Employee Benefits	_____%
Overhead	_____%
Subcontractor Fixed Fee (Cannot exceed 2%)	_____%
Prime Contractor Fixed Fee (Cannot exceed 6%)	_____%

Note: The Fixed Fee for each Work Order shall be negotiated on an individual Work Order basis as set forth in the Agreement, Section 5, COMPENSATION.

ATTACHMENT F

LIST OF PRIME CONSULTANT AND SUBCONSULTANTS/SUPPLIERS FORM

Proposer's Name: _____ Disadvantaged Business Enterprise: Yes* ___ No ___ Small Business Enterprise: Yes* ___ No ___
 Owner or Contact Person: _____ Title: _____
 Address: _____ Firm's Annual Gross Receipts**: _____ Age of Firm: _____
 Phone: () _____ Fax: () _____ Email address: _____

*If yes, provide documentation showing the firm's current certification status.

**Optional

List the following information for all subconsultants/suppliers that provided a bid, quote or proposal to the Proposer.

Company's Name, Address, Phone Number, Email Address, Owner's Name or Contact Person	DBE/SBE/ Non DBE	Description of Work. Type of Materials/Supplies	Dollar Amount of Work/Supplies (if applicable)	Proposal/Quote Accepted? (Yes/No)
1				
2				
3				
4				
5				

**DBE/SBE GOOD FAITH EFFORTS – SELECTION PROCESS
 OF SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS FORM**

Contract Name: On-Call General Engineering Consulting Services, RFP #2024-MA-02

Proposer’s Name: _____ Owner or Contact Person and Title: _____

Address: _____ Phone: _____ Email: _____

Firm's Name and Contact Person	Is Firm a DBE or SBE?	Description of Work	Solicitation Method(s) Proposer Used (include attachments)	Results of Solicitation (include reason why firm was not selected)

Attach additional sheets as necessary.

Proposer hereby certifies that it was unable to subcontract work for this contract to any DBE/SBE firm and has provided evidence of attempts to obtain DBE/SBE commitments.

Company Name: _____ Authorized Signature: _____

Title: _____ Date: _____

ATTACHMENT G LOBBYING CERTIFICATION

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB 13520348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/ application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known.</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No.10a) (last name, first name, MI.):</p> <p><i>Attach Continuation Sheet if necessary.</i></p>	
<p>11. Amount of Payment (Check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>12. Form of Payment</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value: _____</p>	
<p>13. Type of Payment (Check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify.</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted for Payment Indicated in Item 11.</p> <p><i>Attach continuation sheet if necessary.</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> YES <input type="checkbox"/> NO</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form-LLL</p>	

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET SF-
LLL-A

Reporting Entity: _____

Page ___ of ___

Authorized for Local Reproduction
Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C; 8025-01-C; 7510-01-C; 3510-FE-C; 8120-01-C;
4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C; 4810-25-C;
3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-
C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**AGREEMENT FOR PROFESSIONAL SERVICES
RFP# 2024-MA-02**

THIS AGREEMENT is made as of the ____ day of _____, 2025, by and between the Central Contra Costa Transit Authority (“CCCTA”) and _____ (“CONSULTANT”).

WHEREAS, CCCTA desires to obtain general engineering consultant services as further described in this Agreement and has issued a Request for Proposals dated January 7, 2025, a copy of which is attached hereto and incorporated as Exhibit 1; and

WHEREAS, the CONSULTANT desires to furnish such services and has submitted a written proposal dated _____, 2025, which is attached hereto and incorporated as Exhibit 2.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONSULTANT agrees to provide professional services to CCCTA in accordance with the terms and conditions of this Agreement. In the performance of its work, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants with special expertise in general engineering consulting services. CONSULTANT further represents and warrants that it holds currently in effect all applicable licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

2.1. Scope of Services

The scope of the CONSULTANT’s services shall consist of the services set forth in Exhibit 1, as supplemented by Exhibit 2, except when inconsistent with Exhibit 1. The specific Scopes of Services shall be contained in the Work Orders (WO) issued under this Agreement. The Agreement is not exclusive. CCCTA reserves the right to contract for performance of services described in this Agreement with other consultants.

2.2. Work Order Terms

Work Orders may be issued against this Agreement any time during the three (3) year base term or the two additional one-year option terms. The CONSULTANT’s performance of services shall commence for each Work Order upon receipt of a Work Order Notice to Proceed (“WONTP”) issued by CCCTA. The CONSULTANT shall complete the services within the time frame specified in the Work Order.

2.3. Work Orders

Work Orders will be initiated in accordance with the following procedure:

- A. CCCTA will issue a Work Order Proposal Request (“WOPR”) to CONSULTANT which will define the Scope of Work, deliverables, and required schedule.

B. Work Orders will be issued on either a Firm-Fixed Price (“FFP”) or Cost Plus Fixed Fee (“CPFF”) with ceiling compensation basis.

C. CONSULTANT will submit its Work Order Proposal (“WOP”) to CCCTA after receipt of the WOPR. The WOP shall include the CONSULTANT’s understanding of the Scope of Work, deliverables, and schedule and will include a cost proposal. Also included will be the names of the CONSULTANT (and subconsultant) personnel proposed under the Work Order.

D. CCCTA will review the WOP for compliance with contractual requirements and will conduct a technical evaluation to ensure the WOP is complete and is consistent with the Scope of Work, that personnel assigned are acceptable, and that all costs proposed are appropriate.

E. If required, CCCTA will conduct negotiations to address exceptions and costs identified in the WOP.

F. Services shall be under the direction of CCCTA’s staff representative identified in the WO.

2.4. Deliverables

The deliverables under this Agreement will be detailed in each Work Order that is issued and authorized.

2.5. Removal of Personnel

CCCTA reserves the right to direct the removal of any CONSULTANT or subconsultant personnel assigned to an individual Work Order when in CCCTA’s opinion the individual’s performance is unsatisfactory.

If such removal is for cause, the costs of such removal shall be borne by the CONSULTANT.

3. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement, including Attachment A, FTA Requirements, and Attachment B, Labor Code Requirements;
- (2) Exhibit 1, Request for Proposals dated January 7, 2025;
- (3) Work Orders;
- (4) Exhibit 2, CONSULTANT’s Proposal dated _____, 2025;
- (5) [ADDITIONAL EXHIBITS AS NEEDED].

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

4. SCHEDULE AND TIME OF COMPLETION

The term of this Agreement will be for a base term of three (3) years, commencing upon written Notice to Proceed issued by CCCTA.

CCCTA reserves the right, in its sole discretion, to exercise up to two one- year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If CCCTA determines to exercise the option term(s), CCCTA will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement and any option term granted thereto as specified herein are subject to CCCTA's right to terminate the Agreement in accordance with Section 24 of this Agreement.

5. COMPENSATION

Compensation for satisfactory performance of services performed under Work Orders will be as stated in each Work Order. At the discretion of CCCTA, compensation for each Work Order performed under this Agreement will be either FFP or CPFF with ceiling. Each Work Order shall follow the process set forth in section 2 of the Agreement.

There is no guaranteed compensation to the CONSULTANT under this Agreement. However, the maximum compensation that CCCTA has authorized to be expended for this Agreement will not exceed \$2 million, plus a ten (10) percent contingency which may be used at CCCTA's discretion if necessary for unforeseen work only.

In no event shall CONSULTANT commence work without a mutually agreed upon Work Order. Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Order for the services performed under such Work Order without issuance of a written amendment to such Work Order by CCCTA's authorized representative.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the Work Order, CONSULTANT shall notify CCCTA immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the Work Order. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the Work Order shall be at CONSULTANT's own risk.

A. Firm-Fixed-Price Compensation Basis

The FFP for each Work Order shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. Compensation for FFP Work Orders is negotiable.

B. Cost-Plus-Fixed-Fee with Ceiling Compensation Basis

Compensation will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principles contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to CONSULTANT that are determined by

subsequent audit to be unallowable under these Federal cost principles are subject to repayment by CONSULTANT to CCCTA.

On an annual basis, 60 days before the start of the succeeding Agreement year, CONSULTANT shall submit proposed multipliers (as defined below) for Payroll Burden, Employee Benefits, and Office to CCCTA for approval. Upon approval by CCCTA, the multipliers shall remain in effect for the Agreement year.

Initial proposed rates shall be negotiated and shall be firm for the first year of the Agreement. CCCTA intends to negotiate direct and indirect (overhead) cost rates based on the agreed-upon previous-year contract rates, audited rate history and the maximum profit/fees as set forth below (Maximum Fees for CPFF with ceiling Type Work Orders).

Negotiated hourly rates shall be fixed and used as the billing rate for the first year of the agreement. For the second or subsequent years of the Agreement term, increases in future negotiated Direct Labor Rates shall be limited to the equivalent of the Consumer Price Index (“CPI”) for the applicable year based on the percentage change as evidenced by the most recent CPI for CCCTA’s geographic area available to CCCTA, up to a maximum of 3.5 percent escalation, unless otherwise mutually agreed. The effective date of the CPI adjustment, if any, will commence on either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT’s request, whichever event is later. CONSULTANT’s failure to request a CPI increase in any calendar year will be deemed a waiver of said increase for that calendar year.

Costs of Work and Fixed Fees

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

Direct Labor Cost

Direct Labor Rates shall be as set forth in Exhibit 2 to this Agreement and shall stay in effect for the first year of the Agreement. The individual direct labor costs are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.

Straight Time

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for the employees whose names appear in an approved personnel list and who are directly assigned to and performing the services under this Agreement. CONSULTANT shall be compensated through an agreed upon multiplier for overhead including all administrative, clerical, word processing, accounting and all other support staff utilized in performing services under this Agreement, which are not explicitly included on the approved personnel list. Charges by CONSULTANT for an employee’s straight time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

Ranges of Rates – CONSULTANT shall provide ranges of current actual hourly rates by job titles/classifications. These ranges may be adjusted each contract year to reflect agreed-upon increases, as defined above.

Rates at Time of Award – At contract award, hourly rates, including administrative/clerical rates, shall be proposed for individuals who are expected to be assigned to the Agreement. These proposed hourly rates shall be supported by current actual rates.

New Personnel after Award – For new personnel to be approved after contract award, CONSULTANT, and subconsultants, shall submit a written request to CCCTA and provide the person's name, job title, current actual rates, and resume, for review and approval. For approved new personnel to be added after contract award, CONSULTANT shall propose rates within the approved Ranges of Rates as indicated above. Hourly rates shall be supported by current actual rates. New personnel must be approved prior to their commencing work under a project. Work performed by personnel not previously approved in writing by CCCTA shall be at CONSULTANT's own risk.

Overtime

CCCTA will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT's employment policies) of its employee's actual overtime pay during

performance of services under this Agreement, provided that CCCTA has approved the overtime, in writing, prior to CONSULTANT incurring said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.

Charges by CONSULTANT for an employee's overtime shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

Consultant Multipliers (Payroll Burden, Employee Benefits, and Overhead)

CONSULTANT and subconsultant multipliers may be inclusive of the markups for payroll burden, employee benefits, and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement and can be subject to change as indicated above.

CCCTA agreed-upon multipliers shall be used for CONSULTANT's and subconsultant's office, as appropriate to the assigned location of individuals working on the project. The multipliers shall be applied to direct labor costs only as defined above. Initial CCCTA approved CONSULTANT multipliers are included in Consultant's Cost Proposal.

Payroll Burden

CONSULTANT and CCCTA agree that the following will be considered as Payroll Burdens and as such shall be paid to CONSULTANT and subconsultants as compensation for said costs, as set forth below. "Payroll Burden" for CONSULTANT's employees is defined as: The cost of all employment taxes, CONSULTANT's and subconsultant's portion of social and retirement charges, and contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's and subconsultant's payroll, including but not limited to, the CONSULTANT's and subconsultant's cost of owner-required insurance.

Employee Benefits

“Employee Benefits” for CONSULTANT’s and subconsultant’s employees is defined as: The cost of all CONSULTANT’s and subconsultant’s contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, and all other employee benefit plans.

Office Overhead (Indirect Costs)

CCCTA and CONSULTANT agree that the following will be considered as office overhead categories and as such shall be paid to CONSULTANT and subconsultant as compensation for said costs including all administrative, clerical, word processing, accounting and all other support staff utilized in the performance of services under this Agreement, which are not explicitly included on the approved personnel list.

CONSULTANT’s Office Overhead shall apply to personnel assigned in CONSULTANT’s Office in support of the performance of services under this Agreement.

Allowable Other Direct Costs (“ODC”s)

ODCs shall be proposed at cost without markup. Examples of ODCs include, but are not limited to: travel expenses, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blue print services and subconsultants directly associated with the project. Expenditures for allowable other direct costs in excess of \$500.00 per month and not included in the aforementioned list shall require advance approval by CCCTA. Supporting documentation is required for reimbursement of all other direct costs.

Limitations on Direct Costs

The following are limitations:

Travel Expenses - All travel and related plans must be approved in writing by CCCTA prior to the commencement of the travel. If written approval is received for travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific area. Costs incurred for travel, and subsistence of personnel engaged in the performance of services under this Agreement, if approved in advance by CCCTA will include the following:

- Travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT’s dedicated project office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.
- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to and from the Project Site, to and from CCCTA’s contractors and suppliers, or to and from other locations approved by the CCCTA. Such travel may originate at CONSULTANT’s or subconsultant’s office, or at CCCTA’s offices.

Unallowable Other Direct Costs (“ODC”s)

The following ODCs are not allowable unless they are authorized by prior written approval of CCCTA’s representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation, including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring and operating dedicated project vehicles at the dedicated office.
- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to CCCTA at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings
- Other expressly agreed ODCs

Subconsultants

For costs for individual consultants, subconsultants and other outside services which are not directly contracted for by the CONSULTANT, but where the CONSULTANT is acting as CCCTA’s agent for management of the work, there will be no added subconsultant mark-up.

The Subconsultant Fixed Fee for each Work Order shall be based on a fixed amount that shall not exceed two (2) percent (%) of the agreed-upon subcontract costs.

The agreed upon subconsultant mark-up for “Subcontract Costs” shall apply throughout the entire term of the Agreement and shall not be subject to increase.

Maximum Fees for Cost-Plus-Fixed-Fee (CPFF) with Ceiling Work Orders

The Consultant fixed fee for each Work Order shall be negotiated on an individual basis. The agreed upon CONSULTANT’s fee shall apply throughout the entire term of the Work Orders.

The CONSULTANT’s maximum fee, as a percentage of fully burdened Direct Labor Cost, allowable by CCCTA shall not exceed six (6) percent (%).

C. Manner of Payment

The CONSULTANT shall submit separate invoices/billing statements on or as soon as practical after the first day of each calendar month. CONSULTANT shall submit monthly invoices, detailing the services performed and allowable reimbursable expenses incurred during the previous calendar month for Services to be performed at CCCTA's request.

Each invoice must be segregated, computed and documented as follows:

1. Firm-Fixed-Price Work Orders (FFP)

For Fixed Price Work Orders, CONSULTANT shall reach agreement with CCCTA's Project Manager on the current percentage complete of the Work Order prior to submittal of invoice. CONSULTANT shall provide a basis for percentage complete using a percent complete breakdown by Work Order task.

2. Cost-Plus-Fixed-Fee (CPFF) with Ceiling Work Orders

By Task

1. Direct Labor Costs
2. Payroll Burden, Employee Benefits, and Office Overhead (Multipliers)
3. Other Direct Costs (used exclusively for a specific task)

Overall Project

4. Other Direct Costs (used in support of multiple tasks)
5. Fixed Fee Allocation (allocated to each payment cycle based on the portion of the current billing period cost of work to the total agreed upon not-to-exceed amount of the current Work Order)

CONSULTANT shall provide supporting documentation for its invoices as required by CCCTA. CCCTA will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. CCCTA reserves the right to withhold payment to the CONSULTANT if CCCTA determines that the quantity or quality of the work performed is unacceptable. CCCTA shall provide written notice to the CONSULTANT within 10 business days of CCCTA's decision not to pay and the reasons for non- payment.

Invoices shall be made in writing and delivered or mailed to CCCTA as follows:

Two copies of each invoice must be sent to the attention of:

Central Contra Costa Transit Authority

Accounts Payable 2477 Arnold Industrial Way

Concord, CA 94520 CONSULTANT represents that CONSULTANT's taxpayer identification number (TIN) is as evidenced by a completed Federal Form W-9.

6. OWNERSHIP OF WORK

All reports, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared by the CONSULTANT as part of the services to be performed, shall be and are the property of CCCTA. CCCTA shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to CCCTA. If any materials are lost, damaged or destroyed before final delivery to CCCTA, the CONSULTANT shall replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities, but the copying and material costs shall be at the CONSULTANT's expense. The CONSULTANT will not be liable for CCCTA or third party misuse of any documents, reports, records, plans, or materials prepared, procured, or produced in the rendition of services under this Agreement.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to all reports, analyses, charts, tables, schedules and all other materials prepared under this Agreement, are hereby assigned to CCCTA. CONSULTANT agrees to execute any additional documents, which may be necessary to evidence such assignment. In addition, the Federal Transit Administration (FTA), Federal Highway Administration (FHWA), and other funding agencies shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

7. PATENT RIGHTS

If any invention, improvement, or discovery of CONSULTANT is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement, or discovery may be patentable under the Patent Laws of the United States or any foreign country, CONSULTANT shall immediately notify CCCTA and provide a detailed report. The rights and responsibilities of CCCTA, CONSULTANT and the federal government with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies and any waivers thereof.

8. CONFIDENTIALITY

Any CCCTA materials to which the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("Confidential Information") shall be held in confidence by the CONSULTANT, who shall exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services under this Agreement.

CONSULTANT, its employees, subcontractors, subconsultants and agents, shall not release any reports, information or materials prepared in connection with this Agreement, whether deemed confidential or not, without the prior approval of CCCTA.

9. USE OF SUBCONSULTANTS

The CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of CCCTA, except for service firms engaged in drawing, reprographics, typing, and printing. CONSULTANT shall pay any subconsultants approved by CCCTA for work that has been substantially performed no later than ten (10) days from the date of CONSULTANT's receipt of progress payments from CCCTA. Within thirty (30) days of satisfactory completion of all work required of the subconsultant, CONSULTANT shall release any retainage payments withheld to the subconsultant CCCTA may require CONSULTANT to provide documentation satisfactory to CCCTA of CONSULTANT's compliance with this requirement as a condition of final payment and release of contract retentions, if any.

10. CHANGES

CCCTA may, at any time, by written order, make changes to the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5, COMPENSATION of this Agreement or in the time of required performance as set forth in Section 4, SCHEDULE AND TIME OF COMPLETION of this Agreement, or both.

In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, CONSULTANT shall so advise CCCTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to CCCTA prior to the time that CONSULTANT performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive CCCTA approval for extra work, prior to performing extra work, may, at CCCTA's sole direction result in nonpayment of the invoices reflecting such work.

11. CLAIMS OR DISPUTES

The CONSULTANT shall be solely responsible for providing timely written notice to CCCTA of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is CCCTA's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by CCCTA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given CCCTA

due written notice of a potential claim. The notice of a potential claim shall set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by CCCTA, such notice shall be given to CCCTA prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by CCCTA, and shall be governed by all applicable provisions of this Agreement. The CONSULTANT shall maintain cost records of all work which is the basis of any dispute.

CCCTA and CONSULTANT agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by CCCTA, the CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.

If an agreement can be reached which resolves the CONSULTANT's claim, the parties will execute a contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT's claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

12. CONFLICT OF INTEREST

Exhibit 1 sets forth important Conflict of Interest rules that will be in force throughout the term of this Agreement. In addition to those provisions, the following also apply:

A. General

Depending on the nature of the work performed, a CONSULTANT of CCCTA may be subject to the same conflict of interest prohibitions established by the FTA", FHWA and California law that govern CCCTA's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable or subject to termination.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under CCCTA's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interests on the form provided by CCCTA.

No person previously in the position of director, officer, employee or agent of CCCTA may during his or her tenure or for one (1) year after that tenure will have any interest, direct or

indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before CCCTA, or any Officer or employee of CCCTA, for a period of one (1) year after leaving office or employment with CCCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. Organizational Conflicts of Interest

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs

when, due to other activities, relationships, or contracts: a firm or person is unable, or potentially unable, to render impartial assistance or advice to CCCTA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately shall provide CCCTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, CCCTA becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, CCCTA shall similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by CCCTA, CCCTA will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. CCCTA's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to CCCTA upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to ensure that no organizational conflicts of interest exist. CONSULTANT shall retain this record for five (5) years after CCCTA makes final payment under this Agreement. Such lists may be published as part of future CCCTA solicitations.

CONSULTANT shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONSULTANT shall

monitor and enforce these policies and shall require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by CCCTA in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

13. RESPONSIBILITY; INDEMNIFICATION

The CONSULTANT shall indemnify, keep and save harmless CCCTA and its members, directors, officers, agents, and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants, or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against CCCTA or any of the other individuals enumerated above in any such action, the CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

14. INSURANCE

The insurance requirements specified in this section shall apply to CONSULTANT and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONSULTANT authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONSULTANT is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONSULTANT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONSULTANT's insurance be primary without any right of contribution from CCCTA. Prior to beginning work under this contract, CONSULTANT shall provide CCCTA with satisfactory evidence of compliance with the insurance requirements of this section.

1. Minimum Types and Scope of Insurance

A. Workers Compensation and Employers' Liability Insurance.

- 1) Workers Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- 2) Employer's Liability coverage with minimum limits of \$1 million.
- 3) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

B. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Contractor's operations both at and away from the project site.

- 1) This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.
- 2) Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Cross Liability or Severability of Interests Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

C. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- 1) This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- 2) Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

D. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- 1) This insurance shall include coverage for, but not be limited to:
- Contractor's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of CCCTA, if any.
 - Debris removal.
 - Builders risk for property in the course of construction.
- 2) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

E. Professional Liability Insurance.

A professional liability policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to CCCTA and having minimum limits of liability of \$5 million per claim or occurrence and \$5 million annual aggregate.

The policy shall cover:

- 1) The policy shall include coverage for:
- All services and work performed under this Agreement.
- 2) Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

2. ENDORSEMENTS

A. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Central Contra Costa Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

B. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Central Contra Costa Transit Authority and its

officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

C. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Central Contra Costa Transit Authority.

D. Severability of Interests or Cross Liability.

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Central Contra Costa Transit Authority as an Additional Insured shall not in any way affect CCCTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and the Central Contra Costa Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

3. EVIDENCE OF INSURANCE

- (a) **All Coverages** - Prior to commencing work or entering onto the Property, Contractor shall provide the Director, Contracts and Procurement of CCCTA with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to CCCTA.

4. GENERAL PROVISIONS

A. Notice of Cancellation.

The policies shall provide that the Contractors' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to CCCTA.

B. Acceptable Insurers.

All policies will be issued by insurers acceptable to CCCTA (generally with a Best's Rating of A- 10 or better).

C. Self-insurance.

Upon evidence of financial capacity satisfactory to CCCTA and Contractor's agreement to waive subrogation against CCCTA respecting any and all claims that may arise, Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

D. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Contractor's personnel and equipment have been removed from CCCTA property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

E. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- 1) Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- 2) Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- 3) If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- 4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

F. Deductibles and Retentions

Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from CCCTA.

15. PREVAILING WAGE

See Attachment B, Labor Code Requirements.

16. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, CCCTA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of CCCTA. The CONSULTANT is and shall be an independent CONSULTANT, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

18. ASSIGNMENT

CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of CCCTA.

19. WARRANTY OF SERVICES

A. CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable general engineering firms at the time the services are rendered. In addition, CONSULTANT shall provide such specific warranties as may be set forth in the individual Work Orders as agreed upon by the parties.

B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, CCCTA shall report such deficiencies in writing to the CONSULTANT within a reasonable time. CCCTA thereafter shall have:

1. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within thirty days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails

to give satisfactory evidence to CCCTA that it has undertaken said re-performance.

3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

20. CCCTA REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of CCCTA, the General Manager/CEO of CCCTA, or such person or persons as shall be designated in writing by CCCTA from time to time, shall represent and act for CCCTA.

21. CONSULTANT'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by CCCTA, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

22. CCCTA RIGHTS AND REMEDIES

The rights and remedies of CCCTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, CCCTA reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

23. TEMPORARY SUSPENSION OF WORK

CCCTA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as CCCTA may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT shall comply immediately with the written order of CCCTA to suspend the work wholly or in part. The suspended work shall be resumed when the CONSULTANT is provided with written direction from CCCTA to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by CCCTA.

In the event of a suspension of the work, the CONSULTANT shall not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work which CCCTA has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

24. TERMINATION

A. Termination for Convenience. CCCTA shall have the right to terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. In the event of termination for convenience, the CONSULTANT shall be compensated in accordance with the provisions of Section 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of CCCTA upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as CCCTA deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, CCCTA may find the CONSULTANT to be in default. After delivery of a written notice of default CCCTA may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in CCCTA's discretion, provide a plan to cure such breach which is acceptable to CCCTA within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, CCCTA may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT's property, CCCTA may terminate this Agreement immediately without a cure period. Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. CCCTA shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination. The CCCTA is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of CCCTA upon the effective date of the termination for default.

C. The rights and remedies of CCCTA provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. COMPLIANCE WITH ALL LAWS

CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work under this Agreement, regardless of whether such laws are particularly referenced by this Agreement.

26. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between CCCTA and the CONSULTANT's _____.

All other notices and communications regarding interpretation of the terms of this contract and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to CCCTA: Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
Attn: General Manager/CEO

If to the CONSULTANT: _____

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

27. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by CCCTA, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

28. NON-DISCRIMINATION ASSURANCE –TITLE VI OF THE CIVIL RIGHTS ACT

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT 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 CCCTA deems appropriate.

29. DISADVANTAGED BUSINESS ENTERPRISES

CCCTA, as a recipient of Federal financial assistance from the FTA and the FHWA, is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of CCCTA to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to CCCTA’s construction, procurement, and professional services activities. To this end, CCCTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this Agreement, the CONSULTANT will cooperate with CCCTA in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with CCCTA, the CONSULTANT hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT or subconsultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as CCCTA deems appropriate.

30. ATTORNEYS’ FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys’ fees.

31. APPLICABLE LAW; VENUE

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.

32. CCCTA WARRANTIES

CCCTA makes no warranties, representations, or Agreements, either expressed or implied, beyond such as are explicitly stated in this Agreement.

33. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit CCCTA, the State Comptroller, FTA, FHWA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by CCCTA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse CCCTA for those costs within sixty (60) days of written notification by CCCTA.

34. CALIFORNIA PUBLIC RECORDS ACT (CPRA)

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal (if any), and the release of any portion of its proposal not included in its confidentiality index (if any), and waives all claims against CCCTA, its members, directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, CCCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to CCCTA.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, CCCTA may provide the Agreement, redacted version of the proposal (if any), or may withhold material designated in the confidentiality index that is exempt from disclosure (if any). If CCCTA determines that information in the confidentiality index is not exempt from disclosure, CCCTA will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless CCCTA, its members, directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, CCCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

35. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

36. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

37. SEVERABILITY

Should any provision herein be found or deemed to be invalid or unenforceable, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

38. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

39. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified except by a written amendment executed by authorized representatives of both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CENTRAL CONTRA COSTA
TRANSIT AUTHORITY

CONSULTANT:

By: _____
General Manager

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Legal Counsel for CCCTA

By: _____
Title: _____

** If the CONSULTANT is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation*

Attachment A, FTA Requirements

[To be inserted in final agreement]

Attachment B, Labor Code Requirements

This Agreement may include public works as defined by Labor Code Section 1720. Accordingly, the CONSULTANT and subconsultant(s) are subject to California prevailing wage laws when work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as “Prevailing Wage Covered Work”). California prevailing wage laws include all applicable Sections of the Labor Code (Chapter 1, commencing with Section 1720, of Part 7 of Division 2). At its own cost, CONSULTANT shall comply with all laws, rules and regulations that pertain to CONSULTANT’s work force.

- A. Labor Non-Discrimination. Section 1735 of the Labor Code states that the CONSULTANT shall not discriminate against any employee who is employed upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code.
- B. Coordination with Federal and California Prevailing Wage Laws. When both federal and California prevailing wage laws apply to the Agreement, the CONSULTANT and any subconsultant shall pay their workers the higher of the two prevailing wage rates. To the extent that contract provisions required by federal and state law are inconsistent, the CONSULTANT is responsible for complying with the more comprehensive or stricter requirements. The CONSULTANT and all subconsultants shall insert this clause in any lower tier contract. Federal prevailing wage rates are not applicable to this contract.
- C. California Prevailing Wage Rates. The California Department of Industrial Relations (DIR) General Prevailing Wage Determinations 2024-2 shall constitute the Prevailing Wage for the duration of the contract. Copies of the determinations can be reviewed at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

The CONSULTANT shall post a printed copy of all applicable prevailing wage determinations in a prominent place at the work site.

The CONSULTANT and subconsultant(s) shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under this Agreement for all work hours specified within the applicable prevailing wage determinations pursuant to Labor Code Section 1774.

When, after investigation by CCCTA or the DIR, it is established that a worker has been paid less than the applicable prevailing wage, the CONSULTANT or subconsultant shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the CONSULTANT or subconsultant shall forfeit to CCCTA a penalty of not more than \$200 for each underpaid worker for each calendar day, or portion thereof, during which underpayment has occurred pursuant to Labor Code Section 1775. CCCTA may withhold progress or final payments from the CONSULTANT equal to the amount of unpaid wages and applicable penalties when it is established by CCCTA or DIR that an underpayment has occurred. Withheld payments

shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

- D. Future Wage Increases. Predetermined increases to the prevailing wage can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (**) following the published expiration date. CCCTA will not recognize any claim for additional compensation based on the payment by the CONSULTANT of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the Agreement is one of the elements to be considered by the CONSULTANT in determining the proposal, and such wage increases will not, under any circumstances, be considered as the basis of a claim against CCCTA with regard to the Agreement.
- E. Hours of Labor. The CONSULTANT and subconsultant(s) shall comply with Labor Code Sections 1810 through 1815.

The CONSULTANT and subconsultant(s) shall recognize that eight hours labor constitutes one day's work. The CONSULTANT and subconsultant(s) shall only permit a worker to work in excess of eight hours in one day and work in excess of forty hours in one week when that work is paid at no less than one and one-half times the prevailing wage basic hourly rate of pay.

The CONSULTANT and subconsultant(s) shall maintain accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The CONSULTANT and subconsultant(s) shall make these records available for inspection by CCCTA and by the DIR's Division of Labor Standards Enforcement.

When, after investigation by CCCTA or DIR, it is established that work has been performed in excess of eight hours in one day or forty hours in one week without appropriate compensation, the CONSULTANT or subconsultant(s) shall forfeit to CCCTA a penalty of \$25 per day for each affected worker. CCCTA may withhold progress or final payments from the CONSULTANT equal to the amount of underpayment and applicable penalties when it is established by CCCTA or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

- F. Certified Payroll Records (CPRs). The CONSULTANT and subconsultant(s) shall comply with Labor Code Section 1776 and Title 8 of the California Code of Regulations Section 16400.

CCCTA may withhold progress or final payments due or estimated to be due to the CONSULTANT or subconsultant whose CPRs are delinquent or inadequate, plus any additional amount that CCCTA has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against the CONSULTANT or subconsultant whose CPRs are delinquent or inadequate; the CONSULTANT shall be required in turn to cease all payments to a subconsultant whose payroll records are delinquent or

inadequate until CCCTA provides notice that the subconsultant has cured the delinquency or deficiency.

The CONSULTANT and subconsultant(s) shall maintain CPRs for a period of three years following the completion of the Agreement.

- a) Content of CPRs. The CONSULTANT and subconsultant(s) shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the CONSULTANT or subconsultant in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

A CPR is inadequate if the CPR does not contain all the above-mentioned parts.

- b) Timely Submission of CPRs. The CONSULTANT and subconsultant(s) shall submit one CPR each week from the start of Prevailing Wage Covered Work through the completion of the work. Each CPR shall be submitted within one week from the last day of the CONSULTANT's or subconsultant's work week. A CPR shall be considered delinquent if the CPR has not been submitted within thirty calendar days from the end of the work week.
- c) Additional Requests for CPRs and Other Payroll Records. The CONSULTANT's and subconsultant's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations Section 16000, shall be available for inspection at all reasonable hours at the CONSULTANT's or subconsultant's office, and copies thereof shall be provided by the CONSULTANT or subconsultant on the following basis:
- i. Upon request of an employee or the employee's authorized representative.
 - ii. Within ten calendar days of a written request from CCCTA, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards. When copies of payroll records are not provided within ten calendar days, the CONSULTANT or subconsultant shall forfeit to CCCTA a penalty of \$100 per worker for each calendar day or portion thereof that copies are not provided. CCCTA may withhold progress or final payments from the CONSULTANT equal to the amount of any

accrued penalties. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

- d) Submittal of Payroll Records to the DIR. All contractors, subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at: <https://www.dir.ca.gov/Public-Works/Contractors.html>.
- G. Apprenticeship Requirements. This provision does not apply to prime contracts with an award amount of less than \$30,000 per Labor Code Section 1777.5(o). Labor Code Section 1777.5(n) emphasizes that a prime contractor is responsible for compliance with apprenticeship requirements. Therefore, the CONSULTANT shall be responsible for compliance by the CONSULTANT and any subconsultant(s) with Labor Code Sections 1777.5 through 1777.6 related to the employment of apprentices. The CONSULTANT shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code Section 1777.7.

The CONSULTANT and subconsultant(s) shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

- a) Before the start of work under this Agreement, the CONSULTANT and subconsultant(s) shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Work. Completion and submission of Form DAS-140 may constitute sufficient notification.

Form DAS-140 can be found at: <http://www.dir.ca.gov/DAS/DASForm140.pdf>.
Information on apprenticeship programs can be found at:
<http://www.dir.ca.gov/databases/das/pwaddrstart.asp>.

- b) During work performed under the Agreement, the CONSULTANT and subconsultant(s) shall employ apprentices in a ratio of not less than one apprentice hour of work for every five hours of journeyman work. The CONSULTANT and subconsultant(s) shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the one-to-five ratio.
- c) For every hour of journeyman and apprentice labor, the CONSULTANT and subconsultant(s) shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.

- d) The CONSULTANT and subconsultant(s) shall pay a worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:
- e) The worker is registered as an apprentice with the DAS and the CONSULTANT has obtained written proof of his or her registration.
- i. The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the CONSULTANT has obtained written proof of their registration.
- ii. The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which they are training.
- H. Wage Kickbacks and Worker Registration Fees Prohibited. The CONSULTANT and subconsultant(s) shall comply with Labor Code Sections 1778 through 1779. The CONSULTANT and subconsultant(s) shall not take, receive, or conspire with another to take or receive, for his own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with the Agreement.
- The CONSULTANT and subconsultant(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.
- I. Contractor Registration for California Public Works. Pursuant to Labor Code Section 1771.1, a CONSULTANT or subconsultant shall not be qualified to bid on, be listed in a bid or proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5. For Federally funded projects, the CONSULTANT and all subconsultants must be registered at the time of contract award.
- Submission of a proposal by an unregistered CONSULTANT, or listing an unregistered subconsultant, may result in the proposal being rejected as non-responsive. CONSULTANT registration can be completed online at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.
- An unregistered CONSULTANT or subconsultant who is found to have performed prevailing wage covered work under this Agreement is subject to penalties of up to \$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered CONSULTANT who is found to have entered a subcontract with an unregistered lower-tier subconsultant is subject to penalties of up to \$10,000.
- To ensure compliance with Labor Code 1773.3: CCCTA shall withhold final payment due to the CONSULTANT until:
- a) The CONSULTANT has provided CCCTA with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier

subconsultant who performed Prevailing Wage Covered Work under the Agreement;

- b) CCCTA has reviewed the Contractor Registration Closeout Form and confirmed that it contains all required information, has verified that all subconsultants were properly registered, and has notified the CONSULTANT that the Contractor Registration Closeout Form is acceptable, and;
 - c) Thirty calendar days have passed since CCCTA notified the CONSULTANT that the Contractor Registration Closeout Form is acceptable. At CCCTA's discretion, the thirty-day waiting period may be waived if all subconsultants were previously identified.
- J. Compliance Monitoring by the California DIR. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The CONSULTANT must post site notices, as prescribed by Title 8 California Code of Regulations Section 16451(d).
- K. Compliance With Concrete Delivery Legislation. The CONSULTANT and all subconsultants shall comply with the concrete hauling and delivery requirements in Labor Code section 1720.9 as added by AB 219. More information on these requirements may be found at: https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB_219_Fact_Sheet.html.
- L. Payment of Workers Compensation. Pursuant to the requirements of Section 1860 of the California Labor Code, the CONSULTANT will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.
- By submitting a proposal and signing this Agreement, CONSULTANT certified it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded an Agreement, will comply with such provisions before commencing the performance of the Work of this Agreement.
- M. Safety and Health Standards. CONSULTANT must comply with applicable Occupational Safety and Health standards, regulations, and guidelines in performing the Work under this Agreement, including without limitation Section 6500 of the Labor Code.
- N. Prohibition Against Contracting with Debarred Subcontractors. CONSULTANT is prohibited from performing work on a public works project with a subconsultant who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.