



FAX FRESNO AREA EXPRESS

REQUEST FOR QUALIFICATIONS (RFQ) FOR:
PROFESSIONAL CONSULTANT SERVICES FOR
FRESNO AREA EXPRESS BUS STOP ADA UPGRADE DESIGN PHASES E - H
RFQ NO. 12600127

Contact:

Sandy Cetti

Project Manager City of Fresno

2223 "G" Street, Bruce Rudd Administration Building

Fresno, CA 93706-1675

Phone: (559) 621-1437

Email: Sandra.cetti@fresno.gov



Proposals Due:
August 29, 2025 Prior
to 5:00 PM

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PART I

REQUEST FOR

QUALIFICATIONS (RFQ)

NOTICE FOR REQUEST FOR QUALIFICATIONS (RFQ)

Qualifications will be received at the office of Fresno Area Express (FAX), Bruce Rudd Administration Building, 2223 G Street, Fresno, CA 93706, Attention: Sandy Cetti, all in accordance with the Specifications for:

FRESNO AREA EXPRESS BUS STOP ADA UPGRADE DESIGN PHASES E-H RFQ NO. 12600127

The City of Fresno's Department of Transportation/Fresno Area Express (FAX) is soliciting Proposals for a qualified team to provide full design and engineering services for up to eighty (80) Fresno Area Express Standard Bus Stops per the City of Fresno Blue Book FAX Standard drawings. These bus stop locations are located throughout the City of Fresno and will be provided to the most qualified proposer. In areas where it is not possible to design per the City of Fresno FAX Standard Drawings, adjustments will be made on a case-by-case basis.

The proposer shall be licensed in the state of California with extensive experience and expertise in Design and Engineering projects of similar size and scope.

The design and engineering services shall be complete with drawings completed and ready for plan check in 12 months from the date of Notice to Proceed.

The RFQ Proposal forms and specifications may be obtained from the Office of the Project Manager, email Sandra.cetti@fresno.gov or (559) 621-1437.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

Proposers may submit their proposals by mail or electronically.

PAPER SUBMISSIONS: Sealed qualifications appropriately titled FRESNO AREA EXPRESS BUS STOP ADA UPGRADE DESIGN PHASES E-H RFQ No. 12600127 will be received. Proposals are to be submitted at the Fresno Area Express (FAX), Bruce Rudd Administration Building, 2223 G Street, Fresno, CA 93706 by 5:00 p.m. on **AUGUST 29, 2025**.

ELECTRONIC SUBMISSIONS: Proposers may also submit proposals via the City's website by 5:00 p.m. on **AUGUST 29, 2025**: www.fresno.gov, *Doing Business* (at the top of the screen) *Bid Opportunities*.

In the event that both a paper and electronic submission for the same project is submitted, the City will use and accept the electronic version as the authorized submittal.

The Proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a Proposal which are defined by the Proposer as business or trade

secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire Proposal as exempt from disclosure may be deemed non-responsive. Proposals excluding confidential information will be available for review after posting of staff recommendation.

Upon City's acceptance of a Proposal, the successful Proposer will be required to execute and return a City Standard Consulting Agreement without changes (a copy of which is provided) and all certificates of insurance within fifteen (15) calendar days from the date of Notice of Award issued by the City. Should the successful Proposer fail or refuse to execute the Agreement or provide the additionally required instruments and documentation, the City reserves the right to accept the proposal of the Proposer offering the next best value to the City.

A Proposer who has been determined by the Council to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City of Fresno, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Proposer may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721. The City of Fresno reserves the right to reject any and all Proposals.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Department of Transportation and the City of Fresno that Disadvantaged Business Enterprises ("DBE") as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. The national goal for participation of Disadvantage Business Enterprises (DBE) is 10% and the City's overall goal for DBE participation is 3.4%.

Note: No project specific goals are set for this procurement to comply with FTA Requirements. The goal is accomplished through the use of race-neutral measures in accordance with 49 C.F.R. Part 26. The City shall take all necessary steps to ensure nondiscrimination in the award of all contracts to meet the objectives of the above cited regulation.

This project is funded in part with financial assistance from the U.S. Department of Transportation, Federal Transit Administration (FTA). The successful proposer shall be knowledgeable of and in compliance with all applicable Federal Third-Party Contract Clauses.

In accordance with provisions of section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by City to ensure performance under the Contract.

The City reserves the right to reject any and all proposals.

Any questions concerning Disadvantaged Business Enterprise (DBE) issues shall be addressed to DBE Program staff at telephone No. (559) 621-1154 or email DBE@fresno.gov.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate. The Contractor shall include these requirements in all subcontracts issued pursuant to this contract. Contractor shall take necessary and reasonable steps to ensure that DBE's have opportunity to participate in the Contract (49 C.F.R. Part 26).

MINIMUM DBE SUBMISSION REQUIREMENTS

- (a) Submission of information required under this section shall be on a form provided by the City, or as otherwise directed.
- (b) The DBE information required under this section is in addition to the Subcontractor information required pursuant to the provisions of California Public Contract Code sections 4100 to 4113, inclusive.
- (c) All Bidders must submit the names and location of the place of business of all proposed DBEs with their Proposals, regardless of the dollar amount of the Work they will perform.

GENERAL INFORMATION Fresno Area Express Standard Bus Stops per the City of Fresno Blue Book FAX Standard drawings FAX-1, FAX-2, FAX-3 and FAX-4. These bus stop locations are located throughout the city of Fresno and exact locations will be provided to the winning proposer. In areas where it is not possible to design per the FAX drawings, adjustments will be made on a case-by-case basis.

Proposed Schedule

The proposed project schedule is as follows:

- | | |
|---|------------------------------------|
| • August 22, 2025, | Last Day Responding to Questions |
| • August 29, 2025 (no later than 5:00 pm) | Proposals Due |
| • September 4, 2025 | City review of Proposers |
| • September 19, 2025 | Selection of Firm |
| • October 30, 2025 | Council Approval (If Necessary) |
| • TBD | Signed contract with selected firm |

This Project will be funded, in part, by Federal Transit Administration ("FTA") funds and the Federal Requirements are listed within each Standard Agreement and the following will apply.

COMMUNICATION REQUIREMENTS

Questions, Clarifications and Concerns

The RFQ describing this Project has been carefully prepared. Any questions or concerns relating thereto shall be directed in writing to the Project Managers and shall be sent by email to Sandra.cetti@fresno.gov. Questions will be accepted only up to seven (7) working days prior to the Proposal date to allow the City, if necessary, to issue an addendum to all Proposers stating revisions, deletions, or additions to be made to the RFQ as a result of any questions. If questions arise after the deadline, please contact the Project Managers, but the City will not guarantee a response.

Contacts with City Staff

Before an award is made, any contact with City staff, other than the Project Managers or his/her designee(s), without prior written authorization is strictly prohibited and will render the Proposer non-responsible, disqualifying the Proposer's submittal from consideration.

Regulated Communications in City Procurement Process Ordinance

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer, or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Departments, City Clerk, Fresno Municipal Code and City Charter- Or view the Fresno Municipal Code directly at: https://library.municode.com/ca/fresno/codes/code_of_ordinances

PROPOSAL SUBMISSION REQUIREMENTS

PAPER SUBMISSIONS: Proposers will submit an original and four (4) copies of both their Qualification Proposal and placed in an outer envelope marked:

**FRESNO AREA EXPRESS
BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL NO. 12600127**

No Proposal will be considered for award unless it is completely filled out, properly signed by the Proposer, and submitted on or before the date and time specified in the Request for Qualifications.

Minimum Qualifications

The firm must be licensed to do business in the State of California.

Brooks Act

Proposers are put on notice that this solicitation is subject to 40 U.S.C 1101-1104 ("Brooks Act") and qualification-based procurement procedures will be used to determine the most qualified offeror. The Selection Committee shall attempt to negotiate fair and reasonable compensation with the most highly qualified firm. If the Selection Committee is unable to negotiate a satisfactory contract with the firm, the Selection Committee shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the Selection Committee is unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualification and continue negotiations

in accordance with this section until an agreement is reached.

In accordance with 2 CFR 200.324, to establish fair and reasonable compensation, each element of cost (that is, labor hours, overhead, materials, and so forth) will be examined. Profit shall be negotiated as a separate element and will be based on the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Lastly, the requirements to 49 U.S.C. § 5325(b)(2) apply and require that (1) third party contract or subcontract must be performed and audited in compliance with FAR part 31 cost principles, (2) third party contractor and its subcontractors, if any, must accept FAR indirect cost rates for the one-year applicable accounting periods established by a cognizant Federal or State government agency, if those rates are not currently under dispute, and (3) after a firm's indirect cost rates established as described above are accepted, those rates will apply for purposes of contract estimation, negotiation, administration, reporting, and payments, and will not be limited by administrative or de facto ceilings.

If submitting paper, the paper on which the proposal will be printed will be dimensions: 8.5 x 11 inches and the length of the proposal shall be no longer than 15 double-sided pages, not including the cover page or resumes, in length. Up to five (5) 11 x17 inch fold out pages can be included and will count towards the 15 double-sided page limit.

Each Proposer shall carefully examine each and every term of this RFQ; and each Proposer shall judge all the circumstances and conditions affecting his/her Proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this RFQ. By submitting a proposal, the Proposer understands the scope and agrees to the terms and conditions of this contract.

At minimum, submissions should include the following:

- A narrative of how the proposer will complete the project through all those design phases and requirements which apply to this scope;
- Three references from clients for recently completed, similar projects;
- A narrative of the company's background, including the size and age of the firm, its principals, core competencies, and areas of industry focus; and
- A narrative of the team's qualifications, including the qualifications and experience of the team, its staff, and the specific individuals that would be assigned to this project.

INSTRUCTIONS COST PROPOSAL FORM

Please reference **Appendix C** for the sample cost proposal form referenced in this section.

Direct Labor

This category covers all of the types of labor -- engineering (delineating different levels as appropriate), support staff, etc. -- that will be directly charged to the Contract. (The Proposer is free to group labor in any categories that assist in managing the Statement of Work as long as the costs are accumulated for the same categories that are used for estimating purposes. A "time-phased breakdown" of labor hours and rates reflects the fact that the process of estimating and analyzing labor costs normally considers hours and rates separately).

A. Labor Hours

In cases where the Proposer has performed the same or similar Work in the past, the number of labor hours incurred will be considered factual data and must be presented in the proposal. When the Proposer has no previous experience in performing the Work to be procured, the estimate of labor hours must be made by breaking down the projected Work into its constituent parts and projecting the labor hours necessary to perform each part of the Work. In most cases, each part of the Work can be compared to similar Work that the Proposer has performed in the past and this data can be used to support the estimate.

B. Labor Rates

Even if the Proposer has never performed the specific Work to be contracted for, there will be factual (auditable) information regarding the labor rates that have been paid to the various categories of employees to be used on the contract. This information must be included as part of the Proposer's cost or pricing data.

Labor Overhead

Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with the Contract Administrator the use of forward pricing rates describe the nature of the agreement. Provide the method of computation and application of Proposer's overhead expenses, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates. Provide the rationale for use of overhead rates which depart significantly from actual rates (reduced volume, a planned major rearrangement, etc.).

Travel

Travel shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation (including mode), the per diem cost of each traveler, etc. Provide itemized supporting data on the second page of "Form 60". Travel costs shall be limited to costs consistent with attached Travel Policy.

Subcontractors

Identify and provide total estimated cost for each subcontractor. Attach individual FAX "Forms" for all proposed subcontractors.

Other Direct Costs (ODC)

Proposers charge a variety of costs directly to contracts to obtain more accurate cost allocation. Such costs are frequently sporadic in nature varying greatly from contract effort to another; however, Proposers must submit past data on such costs. (The Contract Administrator/Evaluation Team will assess each type of direct cost in terms of its relationship to the Work on the contract to determine if the Proposer is estimating a level of cost that is reasonable in the circumstances.) (Material costs, if any, shall be itemized and supported on the basis for pricing materials such as vendor quotes, shop estimates, or invoice prices, etc.) Provide itemized supporting data related to ODC on the second page of the Cost Proposal Form.

Audited Overhead Rates

Consultant shall submit an audited overhead rate with its cost proposal. Audit shall have been conducted by the Federal Government, a State Department of Transportation, a Certified Public Accountant, or independent Auditor. Identify the audit agency, contact name, phone number, and furnish copies of findings.

If Applicant is unable to provide a current (not older than 18 months) audited overhead rate Analysis, it will need to submit, at a minimum, an overhead schedule showing a breakout of allowable and unallowable overhead costs relative to direct salaries/wages/tax; percentage of overhead to direct salaries/wages/tax; percentage of overhead to the total burden; and prorated allocation of overhead expenses based on billable rates. Applicant shall further state whether the rates are compliant with Federal Cost Principles contained in Title 48, Code of Federal Regulations, Part 31 and in accordance with the current revision of Office of Management and Budget (OMB) Circular A-87.

General & Administrative (G & A)

If applicable, the allocation base for general and administrative expense is total expense before G & A. Identify the percentage used for G & A and the item numbers to which it is applied. Provide estimated cost.

Fee/Profit

Proposer shall provide the estimated fee/profit that is expected to be earned.

The cost and pricing data must be accurate, complete, and current, and the judgment factors used in projecting from the data to the estimates must be stated in sufficient detail to enable FAX to evaluate the proposal.

EVALUATION AND SELECTION

Evaluation Criteria

The responses received as a result of the Request for Qualifications for the FRESNO AREA EXPRESS BUS STOP ADA UPGRADE DESIGN PHASES E-H will be evaluated and scored using the following evaluation criteria. These criteria are stated on the basis of each area's relative importance. The criteria are shown in descending order of importance.

After ranking the qualification proposals FAX will then request the cost proposal of the most qualified project team and seek to negotiate a contract price based on the City of Fresno FAX's determination of a fair and reasonable price with the most qualified firm. If agreement cannot be reached, FAX will then notify the higher ranked proposer that negotiations have been terminated, and FAX will then request a cost proposal and seek to negotiate with the next highest ranked proposer. FAX may decide to terminate this process and re-solicit at any time FAX determines that the process may not produce the quality of services required for this project, at its sole discretion.

- **Qualifications and Experience:** This category will examine the qualifications and experience of the firm, its staff, and the specific individuals that will be assigned to our project. Some things that will be considered when evaluating this category are:
 - What is the experience of the firm in performing similar task/projects?
 - What is the background and experience of the firm's staff?
 - How long has the firm been in existence?
- **Consultant's Approach and Understanding of the Project:** This category will evaluate the Consultant's approach to the project. Some things that will be considered when evaluating this category are:
 - Consultant's Methodology
 - Timeframes—beginning, duration and milestones of the project
 - Does the Consultant have sufficient resources to complete tasks required by the project schedule?
- **Project Management:** This category will evaluate the proposer's ability to provide effective project management to the project. This category will include an analysis that considers the project manager's geographical proximity to the project for the purposes of providing on-site assistance during construction support.
- **References:** This category will evaluate the Consultant based on the information obtained from the references the Consultant lists in their response.

Selection Process

The Selection Committee will review and evaluate all Proposals after formal receipt based on the criteria shared above. To receive proper consideration, the Proposal must meet the requirements of this RFQ. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written Proposal. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose Proposal includes a failure to comply with or take exception to this RFQ will be considered nonresponsive and dropped from the evaluation process.

The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so.

The City reserves the right to accept or reject any or all Proposals and may select and negotiate with one Proposer at a time and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest. Notwithstanding the foregoing, Proposers are advised that the City will be utilizing a standard City of Fresno Consultant Services Agreement and no exceptions to that Agreement will be made. A copy of the Standard Consultant Agreement is included in this RFQ.

The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their Proposal. The Selection Committee reserves the right to establish a competitive range.

The Proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a Proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire Proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

This solicitation for Proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request.

City reserves the right to end in its sole discretion, negotiations at any time with any and/or all

Respondents. This RFQ does not commit the City to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a contract.

Any Proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

PREVAILING WAGE

Work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Contractor shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code. The Council of the City of Fresno has adopted Resolution No. 82-297 ascertaining the general prevailing rate of per diem wages and per diem wages for holidays and overtime in the Fresno area for each craft,

classification, or type of worker needed in the execution of Contracts for the City. Information specific to the Work to be done under this Contract can be obtained by contacting the Contract Coordinator.

This project is being funded with federal funds administered by the Federal Transportation Authority. This project is subject to the payment of predetermined minimum wages mandated by the Davis-Bacon Act of 1931.

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to this RFQ are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the RFQ have been issued. Upon issuance by the City, all addenda are part of the Proposal. Signing the Proposal on the signature page thereof shall also constitute signature on all addenda.

TIME PERIOD TO AWARD/REJECT

The undersigned Proposer agrees that the City may have **120 DAYS** from the date Proposals are received to accept or reject Proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the RFQ, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

SPECIAL CONDITIONS

The minimum requirements for a Proposer are:

- The Proposer must have all appropriate licenses and certifications for the State of California.

Part II

PROPOSAL AND CONTRACT DOCUMENTS

Proposer's Name _____
(Submit with Proposal)

PROPOSER'S CHECKLIST
FRESNO AREA EXPRESS
BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL NO. 12600127

Proposals shall be submitted in a three-ring binder, one (1) original. (If submitted electronically, hard copies are not applicable). The total proposal packet must be sealed and clearly marked on the outside Proposal No. 12600127 FRESNO AREA EXPRESS BUS STOP ADA UPGRADE DESIGN PHASES E-H.

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If the documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

REQUIRED

- ☒ 1. **PROPOSER'S QUALIFICATION QUESTIONNAIRE**, pages 14-16
- ☒ 2. **REFERENCES**, page 17
- ☒ 3. **ACCEPTANCE OF INDEMNIFICATION & INSURANCE REQUIREMENTS**, page 18
- ☒ 4. **BUILD AMERICA BUY AMERICA CERTIFICATION**, page 19
- ☒ 5. **BUY AMERICA CERTIFICATION**, page 20
- ☒ 6. **FEDERAL TAX LIABILITY & FELONY CONVICTION CERTIFICATION**, page 21
- ☒ 7. **NON-COLLUSION AFFIDAVIT**, page 22
- ☒ 8. **NON-LOBBYING CERTIFICATION**, page 23
- ☒ 9. **DEBARMENT AND SUSPENSION CERTIFICATION**, page 24
- ☒ 10. **BUSINESS LICENSE INFORMATION**, page 25
- ☒ 11. **DISCLOSURE OF CONFLICT OF INTEREST**, page 26
- ☒ 12. **DISADVANTAGED BUSINESS ENTERPRISE LISTING**, page 27
- ☒ 13. **SIGNATURE PAGE**, page 29
- ☒ 14. **SAMPLE CERTIFICATION**, page 32
- ☒ 15. **SAMPLE CONSULTANT SERVICES AGREEMENT**, page 33
- ☒ 16. **ADDENDA** - Signature page of all addenda issued.

FOR THE MOST QUALIFIED PROPOSER ONLY (DO NOT SUBMIT WITH PROPOSAL)

- ☐ 17. **COST PROPOSAL INSTRUCTIONS**, page 7

Proposer's Name _____
(Submit with Proposal)

PROPOSER'S QUALIFICATIONS QUESTIONNAIRE

**FRESNO AREA EXPRESS
BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL No. 12600127**

TO: THE PROJECT MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the RFQ:(Use additional sheets as needed.)

1. Business Name (If using more than one business name, please list all names.):

2. Address: _____
3. Is your firm operating as a franchisee? Yes _____ No _____
4. If yes, list the franchiser, and number of years your business has been franchised:

5. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project including the project manager responsible from concept through construction administration, and the extent to which they will be involved in the performance of this Contract; Highlight recent and relevant project experience; Also provide all the information in this item for all proposed

6. How many years has your business been established? _____
7. How many years has your business been under your present name? _____

8. How many years under former names? (List name and number of years)

9. How many years has your business been providing services? _____

10. What other types of services does your business provide?

11. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

12. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years?

Yes _____ or No _____

13. If so, list the date, client, and reason for termination below:

14. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Is your organization chart attached?

Yes _____ or No _____

15. Detail experience with similar projects.

16. Describe your understanding of the project and your approach to completing the

project including timeframes (beginning, duration and milestones), project reporting process, and expected involvement of FAX staff.

17. Outline your proposed strategy for establishing and maintaining communication with City Staff.

Proposer's Name _____
(Submit with Proposal)

REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

DESCRIPTION OF SERVICE PROVIDED: _____

LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICE PROVIDED: (As Needed vs. Annual)

2. AGENCY/COMPANY

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

DESCRIPTION OF SERVICE PROVIDED: _____

LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICE PROVIDED: (As Needed vs. Annual)

3. AGENCY/COMPANY

NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

DESCRIPTION OF SERVICE PROVIDED: _____

LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICE PROVIDED: (As Needed vs. Annual)

Proposer's Name _____
(Submit with Proposal)

**STATEMENT OF ACCEPTANCE OF THE
INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**FRESNO AREA EXPRESS
BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL No. 12600127**

Proposal No. 12600127 The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the Proposal non-responsive.

☐ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

Signature of Authorized Person

Type or Print Name of Authorized Person

Proposer's Name _____
(Submit with Proposal)

BUILD AMERICA BUY AMERICA CERTIFICATION

**Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 & 2 CFR 184,
Build America, Buy America Act**

A bidder or offeror must submit the appropriate Build America Buy America certification (below) with all bids or offers on federally funded contracts, except those subject to a general waiver.

Certificate of **Compliance** with Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 & 2 CFR 184

The bidder or offeror hereby certifies that it will comply with the requirements of Public Law 117-58 and 2 CFR 184.

Date _____

Signature _____

Company Name _____

Title _____

OR

Certificate of **Non-Compliance** with Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 & 2 CFR 184

The bidder or offeror hereby certifies that it cannot comply with the requirements of Public Law 117-58 & 2 CFR 184, but it may qualify for an exception to the requirement pursuant to Public Law 117-58 & 2 CFR 184.

Date _____

Signature _____

Company Name _____

Title _____

Proposer's Name _____
(Submit with Proposal)

BUY AMERICA CERTIFICATION

49 C.F.R. § 661.6, for the Procurement of Steel, Iron, or Manufactured Products

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

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

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date _____

Signature _____

Company Name _____

Title _____

OR

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Proposer's Name _____
(Submit with Proposal)

FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS CERTIFICATION

FTA Master Agreement Section 4(g)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that they and their organization:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of felony criminal violation under any Federal law within the preceding 24 months.

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

Date _____

Signature _____

Company Name _____

Title _____

Proposer's Name _____
(Submit with Proposal)

**NON-COLLUSION AFFIDAVIT
FRESNO AREA EXPRESS
BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL No. 12600127**

In accordance with Title 23 United States Code, Section 112 and Public Contract Code, Section 7106, the Bidder declares under penalty of perjury under the laws of the State of California that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the City of anyone interested in the proposed Contract; that all statements contained in the Bid Proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The above Non-collusion Affidavit is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false declaration may subject the certifier to criminal prosecution.

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

- State of _____, County of _____ I, _____, being first duly sworn, do hereby state that (Name of Affiant) I am _____ of _____ _____, (Capacity) _____, (Name of Firm, Partnership or Corporation) whose business is _____ and who resides at _____ and that _____ (Give names of all persons, firms, or corporations interested in the bid) is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Bid for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the City, is directly or indirectly interested therein.	
Signature of Affiant _____	Date _____
Sworn to before me this day of _____, 20____. Notary public My commission expires _____	
Seal	

Proposer's Name _____
(Submit with Proposal)

NON-LOBBYING CERTIFICATION
LOBBY RESTRICTIONS

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000).

The undersigned [Contractor] 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 Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Proposer's Name _____
(Submit with Proposal)

DEBARMENT AND SUSPENSION CERTIFICATION

**FRESNO AREA EXPRESS
BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL No. 12600127**

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. See the Federal Requirements of these Specifications. A list of excluded parties may be found at the following website:

<https://sam.gov/content/home>

Contractor shall return with its Proposal **this form.**

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date _____

Signature _____

Company Name _____

Title _____

Proposer's Name _____
(Submit with Proposal)

BUSINESS AND LICENSE INFORMATION

**FRESNO AREA EXPRESS
BUS STOP UPGRADE DESIGN PHASES E-H
PROPOSAL No. 12600127**

BUSINESS LOCATION

- () The undersigned Proposer does not maintain a place of business in the City of Fresno.
- () The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA _____

BUSINESS LICENSE

- () The undersigned Proposer has a current City of Fresno Business License, and the number is _____

Proposer's Name _____
(Submit with Proposal)

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☐
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☐
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Signature _____

Date _____

Name _____

Company _____

Address _____

☐ Additional page(s) attached.

City, State, ZIP _____

Proposer's Name _____
(Submit with Proposal)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) LISTING

Bidders are advised that, as required by federal law, the City is required to report to the Federal Transit Administration on DBE participation for all Federally aided contracts each year so the attainment efforts may be evaluated.

The proposal will be considered non-responsive if this form is not fully completed.

Complete all information below (whether DBE or not) and list all Subcontractor information including, without limitation, DBE's that will perform any portion of the work or provide any products for this project, even if the dollar amount of the work the DBE will perform is less than one half (½) of one percent (1%) of the total bid amount.

Prime Contractor:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE Cert Number:** _____

Race of firm's majority owner: _____

Gender of firm's majority owner: _____

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Subcontractors: ☐ Check as N/A if a subcontractor(s) will not be used

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE Cert Number:** _____

Race of firm's majority owner: _____

Gender of firm's majority owner: _____

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE Cert Number:** _____

Race of firm's majority owner: _____

Gender of firm's majority owner: _____

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____

Address: _____
 City: _____ State: _____ Zip Code: _____
 Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE** **Cert** **Number:**

Race of firm's majority owner: _____
 Gender of firm's majority owner: _____
 NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

 Age of firm: _____
 Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE** **Cert** **Number:**

Race of firm's majority owner: _____
 Gender of firm's majority owner: _____
 NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

 Age of firm: _____
 Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE** **Cert** **Number:**

Race of firm's majority owner: _____
 Gender of firm's majority owner: _____
 NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

 Age of firm: _____
 Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE** **Cert** **Number:**

Race of firm's majority owner: _____
 Gender of firm's majority owner: _____
 NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

 Age of firm: _____
 Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

NOTE: Use additional sheets if necessary

Revised 10/16/24

Proposer's Name _____
(Submit with Proposal)

SIGNATURE PAGE

**FRESNO AREA EXPRESS
BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL No. 12600127**

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this Proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () ()
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) Business Address

City State Zip Code

(4) By: Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

Proposer's Name _____
(Submit with Proposal)

INSTRUCTIONS FOR SIGNATURE PAGE

CORPORATIONS: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY IN CORPORATE FORM (See Line 4(a).)

**INDIVIDUALS, PARTNERSHIPS OR JOINT VENTURES:
INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY.**

LINE 1: The name of the Proposer must be the same as that under which a license is issued if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

LINE 4:

- a) If the Proposer is a corporation, the proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign proposals and contracts. The signature of the officer or employee who signs the proposal must be acknowledged by a notary in the corporate form.
- b) If Proposer is an individual, he/she must sign the proposal, or if the proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the due date of the proposals or must be submitted with the proposal. Any signature must be acknowledged by a notary.
- c) If the Proposer is a partnership, the proposal must be signed by all general partners; or by a general partner(s) authorized to sign proposals and contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.
- d) If the Proposer is a joint venture, the proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign proposals and contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively. All signature(s) must be acknowledged by a notary.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

NOTE: All addresses must be complete with street number, City, State and Zip Code

Proposer's Name _____
(Submit with Proposal)

SAMPLE CERTIFICATION

I, _____ certify that I am the
secretary Name
of the corporation named herein; that _____ who signed this
Name
Bid Proposal on behalf of the corporation, was then _____ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly
signed for and on behalf of said corporation by authority of its governing body, as evidenced by
the attached true and correct copy of the _____.
Name of Corporation

By: _____

Name: _____

Title: _____ Secretary _____

Date: _____

**SAMPLE AGREEMENT
CITY OF FRESNO,
CALIFORNIA CONSULTANT
SERVICES**

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and [Consultant Name], [Legal Identity] (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional Engineering and Design] services for [Fresno Area Express Bus Stop ADA Upgrade Design Phases E-H (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a [Professional Engineering Firm and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Director of Transportation (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Appendix A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Appendix A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through [December 31, 2030, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Appendix C** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Appendix C**.
3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed [Fee Amount: e.g. \$500], paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Appendix C**.
 - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
 - (c) The parties may modify this Agreement to increase or decrease the scope

of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and

without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil

Code section 2782, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees,

litigation expenses and cost to enforce this Agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Appendix B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Appendix B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Consultant shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the

Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in the RFQ. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of

any change to the information provided by the Consultant in such statement.

- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (e) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (f) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such

interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.

- (g) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
- (h) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours

throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:
- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, 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 setting forth the provision of this nondiscrimination clause.
 - (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
 - (d) 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 advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

- 14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage

prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
 - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the

result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Appendices. Each Appendix and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Appendix or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Appendix or Attachment. Furthermore, any terms or conditions contained within any Appendix or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

[CONSULTANT NAME],
[Legal Identity]

By: _____
[Name]
[Title]

By: _____
Name: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: _____
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

By: _____
Daniel E. Casas Date
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, MMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

Addresses:

CITY:
City of Fresno
Attention: [Name], [Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
E-mail: [E-mail address]

CONSULTANT:
[Consultant Name]
Attention: [Name], [Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
E-mail: [E-mail address]

Appendices:

1. Appendix A – Scope of Services
2. Appendix B – Insurance Requirements
3. Appendix C – Cost Proposal Form
4. Appendix D – Federal Conditions A&E
5. Appendix E – FAX-1, FAX-2, FAX-3, FAX-4

Attachment: Davis Bacon Prevailing Wage Rates

APPENDIX A

SCOPE OF SERVICES

FRESNO AREA EXPRESS BUS STOP ADA UPGRADE DESIGN PHASES E-H PROPOSAL No. 12600127

The purpose of this RFQ is to hire a consultant to provide full design services for up to eighty (80) Fresno Area Express Standard Bus Stops per the City of Fresno Standard Drawings FAX-1, FAX-2, FAX-3 and FAX-4. These bus stop locations are located throughout the City of Fresno and exact locations will be provided to the winning proposer. In areas where it is not possible to design per the City of Fresno FAX Standard Drawings, adjustments will be made on a case-by-case basis.

All design elements necessary to achieve full construction documents will be contracted through this procurement under a single contract. It is the full responsibility of the Consultant to identify the necessary design disciplines and include appropriate sub-consultants to aid with the design.

The services of the Consultant shall consist of four parts as described below.

(1) Part One. Schematic Design Phase.

(a) The Consultant shall review the description of the Project and consult with designated representatives of the City to ascertain the requirements of the Project.

(b) The Consultant shall complete a 30% Schematic Design in accordance with the detailed minimum requirements. The 30% Schematic Design shall include sufficient detail for the design of the Project, to provide a general outline of the FAX Bus Stop ADA Upgrades Phases E-H, and as necessary to obtain the acceptance of the City. The Consultant shall provide the City with an electronic file of the FAX Bus Stop ADA Upgrades Phases E-H drawings in the following format: PDF.

(c) The Consultant shall conduct studies and investigations as necessary to confirm requirements of design including, but not limited to, (i) consulting with the various utility agencies, and (ii) obtaining all information and data from the respective responsible the City department/division that is available in the City's records and is required by the Consultant in connection with the consulting services including, but not limited to, maps, surveys, reports, information, restrictions and easements. The Consultant shall notify the City if a topographic survey is required.

(d) The Consultant shall provide a preliminary evaluation of the Project, including alternative approaches to design and construction of the Project. The Consultant shall submit a preliminary estimate of construction cost for review and acceptance by the City. As used herein, "construction cost" means the cost of construction under the general construction contract and does not include the Consultant's compensation as herein provided. Such estimate shall include, and shall separately state, the cost of any add or deduct alternatives, the cost of any work which may be let on a segregated bid basis and any equipment or fixtures which may be incorporated in or excluded from the general construction contract as may be necessary to stay within the Construction Budget.

(e) The Consultant shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the City in applying for and obtaining from applicable public agencies any approval permit, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to the City.

(f) CONSULTANT may not rely upon any as-builts provided by the City but shall investigate the existing conditions and ascertain the adequacy of such as-builts for the Consultant's design. CONSULTANT shall bring to the City's attention any discrepancies in the as-builts that are discovered by CONSULTANT. The City makes no representations regarding any as-builts.

(g) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered, and deliverables submitted within 8 weeks or 56 calendar days from the issuance of a Notice to Proceed for this Part unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within 14 calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

(2) Part Two. Construction Document Phase. After review and acceptance of the design development phase:

(a) The Consultant shall prepare from the accepted design development documents, detailed plans and specifications setting forth the complete work to be done, and the materials, workmanship, finishes and equipment, fixtures, and site work required. The Consultant shall also prepare necessary bidding information, general and special conditions of the general construction contract, technical specifications of the general construction contract, and the bid proposal and general construction contract forms. Such documents shall be subject to the review and acceptance by the City. The Consultant shall cooperate with, assist and be responsive to the City's Project Manager in preparation of all documents including, without limitation, slip-sheeting final documents for printing when requested. The City's Standard Specifications must be used by the Consultant where possible. Final drawings shall be drawn, printed or reproduced by a process providing a permanent record in black on vellum, tracing cloth, polyester base film, or high-quality bond copy. Bid, general conditions, contract and bond document forms or formats regularly used by the City shall be used by the Consultant unless the Director determines they would be impractical for this Project. The Consultant shall be responsible for assuring that the special conditions, technical specifications and any other documents prepared by the Consultant are consistent with any documents regularly used by the City that are used for this Project.

(b) Upon request of the City, the Consultant shall provide the calculations used to determine the general construction contract quantities; and structural calculations for the purpose of obtaining any building permits.

(c) The Consultant shall make as many submittals as may be necessary or desirable to obtain the acceptance by the City and shall assist the City in applying for and obtaining from applicable public agencies any approval, permit, report, statement, or waiver required by law, which assistance shall include, but not be limited to, making Project information available to the City.

(d) The Consultant shall provide the City with one (1) PDF set of completed

plans and one (1) set of completed specifications for review and final acceptance by the City. Should the plans and specifications as submitted by the Consultant not be accepted by the City, the Consultant shall revise the plans and specifications as needed to obtain final acceptance at no additional cost to the City.

(e) After acceptance of final corrections, if any, the Consultant shall provide the City with one set of accepted reproducible tracings and bid documents for the Project. In addition, the Consultant shall provide the City with one complete set of CAD/System disk files of drawings and complete disk files of specifications in the following format: PDF and AutoCAD.

(f) The Consultant shall submit a final estimate of construction cost for review and acceptance by the City. Such estimate shall be calculated as of the date all general construction contract documents are delivered to the City in final form ready for reproduction and advertising. Such estimate shall include, but shall separately state, the cost of any add or deduct alternates, any work which may be let on a segregated basis, and any equipment, or fixtures which may be incorporated in or excluded from the general construction contract.

(g) In the event that the final estimate of construction cost exceeds the revised estimate of construction cost previously accepted, the City shall have the option of accepting or rejecting the final estimate. If the City elects to reject the final estimate, the Consultant shall at no additional cost to the City, make such design changes as may be necessary to reduce the final estimate so that it shall not exceed the revised estimate of construction cost previously accepted by the City.

(h) Services shall be undertaken and completed in a sequence assuring expeditious completion. All services shall be rendered, and deliverables submitted within 12 weeks or 84 calendar days from the issuance of a Notice to Proceed unless an extension of time is approved in writing by the Director. Re-submittals, as necessary to obtain the acceptance by the City, shall be submitted to the City within fourteen (14) calendar days from receipt of the City's comments unless an extension of time is approved in writing by the Director.

(3) Part Three. Bidding Phase. After review and acceptance of the construction document phase, the City's decision to proceed with this Part Three as follows:

(a) The Consultant shall assist the City in obtaining bids. The Consultant shall not communicate with potential bidders regarding this Project without the express prior written authorization.

(b) The Consultant shall, within seven calendar days of any request by the City, expeditiously draft and promptly provide addendum as determined by the City to be reasonable or necessary for the bidding process.

(c) If the lowest responsible bid received for the general construction contract exceeds by 10% or more the final estimate of construction cost previously accepted by the City, excluding therefrom any add alternate, any work which may be let on a segregated bid basis and any furnishings, equipment or fixtures which are excluded from the general construction contract, the Consultant shall, within 14 calendar days of any request by the City, revise the plans and specifications as may be necessary to stay within 10% of such final estimate of construction cost, at no additional cost to the City provided such bid is received within 180 calendar days after completion of services in Section 1(c) of this Agreement. The Consultant shall also submit such revised plans and specifications, together with a new final estimate of construction cost,

to the City for review and acceptance. This procedure, using the latest accepted final estimate of construction cost, shall, upon written notice to the Consultant from the Director, be repeated until an acceptable bid is received that does not exceed the accepted final estimate of construction cost by more than 10%.

(4) Part Four. Construction Phase and General Construction Contract Administration. The construction phase will begin with the award of the general construction contract. Upon award of a general construction contract for the Project and under the direction of the Director through the City's designated Construction Manager for the Project:

(a) The Consultant shall attend the pre-construction conference and, if called upon by the City, act on the City's behalf in discussing the various aspects of the construction phase.

(b) The Consultant shall review and recommend in writing to the City acceptance or non-acceptance of shop drawings, equipment and material submittals of the general construction contractor as required by the general construction contract and applicable laws and regulations in a timely manner. The period for the Consultant review shall be as specified in the general construction contract, except if such period is not so specified, the period shall be as determined in the pre-construction conference as mutually agreed upon by the City, The Consultant and the general construction contractor.

(c) The Consultant shall, at intervals appropriate to the state of construction, familiarize itself with the progress and quality of the work and determine in general if the work is proceeding in accordance with the general construction contract documents, and keep the City informed of the progress of the work. In the event that the Consultant's visit to the site results in the discovery of any defect or deficiencies in the work of the general construction contractor, the Consultant shall immediately advise the City and document, in writing, the work the Consultant deems substandard, and make recommendations where appropriate to reject any work not conforming to the intended design or specifications. Based on the Consultant's best knowledge, information and belief, the Consultant shall provide the City a general written assurance that the work covered by a payment application meets the standards in the general construction contract. As to technical aspects, the Consultant shall provide a written judgment of the acceptability of the work for payment applications and final acceptance, subject to the City's right to overrule the Consultant.

(d) Upon written request by the City, the Consultant shall render interpretations of the general construction contract documents necessary for the proper execution or progress of the work.

(e) Upon written request by the City, the Consultant shall render written recommendations on change orders, claims, disputes or other questions arising out of the general construction contract, in a timely manner. Recommendations by the Consultant in favor of a change order that is consequently accepted by the City shall constitute approval by the Consultant who shall then approve the change order in writing. The Consultant shall not unreasonably withhold written approval in the event the City accepts a change order that the Consultant recommended to be rejected. In the event of any technical disputes, the Consultant shall provide the City with the Consultant's written interpretation of the contract documents. The period for the Consultant review shall be as specified in the general construction contract, except if such period is not so specified, the period shall be as determined in the pre-

construction conference as mutually agreed upon by the City, the Consultant and the general construction contractor. If the City, the Consultant and the respective general construction contractor are unable to mutually agree on such period for the Consultant review, then the City will make the determination, and that determination will be final.

(f) Upon written request by the City, the Consultant shall provide such design and specification services as may be requested by the City to implement change orders necessary for clarification or interpretation of the general construction contract documents or which may have resulted from errors or omissions by the Consultant.

(g) Where change orders arise as a result of an increase in the scope of work or are due to unforeseeable conditions, the parties may modify this Agreement, which modification shall include an agreed upon increase in the Consultant's compensation.

Design Requirements:

Minimum design requirements for each element of the RFQ as shown in the City of Fresno Blue Book Standard Bus Stop Layout design FAX-1, FAX-2, FAX-3 and FAX-4 attached.

- Design should include grades, elevations, and required construction details to be approved for permits by City of Fresno Building Department.
- Design and engineer all aspects of the site to meet ADA compliance standards.
- Consultant to work with FAX personnel to complete all necessary survey.
- FAX to provide survey data to consultant for input into the drawings.

Cost Estimating & Engineers Estimate:

- Consultant shall develop and maintain an Engineer's Estimate of construction cost for the project at 30% and 95% plan development. The estimate shall include a full breakdown of each line item beyond a cost summary. This includes quantities, units, assumptions, and estimated costs for each element.
- During the construction phases, the Consultant shall provide independent cost estimates for all construction changes, including field changes, RFIs and City lead changes. Consultant shall also review Contractor change order requests and provide comment to proposed costs (labor, material, and equipment) and scope of work via official correspondence as necessary.

Schedule:

FAX is looking to pursue an aggressive design schedule, and Consultant is requested to provide a schedule of services.

General Inclusions:

Services will include, but are not necessarily limited to, the following:

- City shall provide the Consultant with a construction bid specification template. The Consultant shall incorporate all appropriate project specific bid items and technical specifications into the construction bid template. This includes bid items, quantities, explanation of bid items, technical specifications and similar.
- Consultant shall attend, either in-person or virtually, all meetings required to

complete their design and deliver approved 100% level construction documents.

- All specifications/plans shall meet and/or exceed City and County of Fresno Standards, California Building Code, CalTrans standards where required, and Americans with Disabilities Act requirements.
- All work will need to be reviewed, approved, and certified by a licensed Engineer in the state of California prior to submission to the requisite City Departments for approvals.
- The Consultant will provide support through the contractor bidding process as required to deliver a successful bid. The details of this process are outlined in Part Three "Bidding Phase" of this RFQ.
- The consultant will provide support through the construction process as required for completion of the project. The details of this process are outlined in Part Four "Construction Phase and General Construction Contract Administration," of this RFQ.
- All submittals, potential change orders and RFIs shall be responded by the Consultant within a maximum of 5 business days. In circumstances where information will affect work in progress, Consultant shall make every effort possible to respond sooner.

General Deliverables:

- To expedite engineering, Consultant shall develop a 30% design document submittal for FAX review, then proceed to 95% construction documents which will be used for completion of the City plan check process.
- Electronic copies of full-scale plans in PDF and AutoCAD format
- Engineer's Estimate of Cost to be provided per the above requirements at 30% design and 95% design.

APPENDIX B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno (City)
And [Consultant Name] (Consultant)
Fresno Area Express Bus Stop ADA Upgrade Design Phases E-H**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

MINIMUM LIMITS OF INSURANCE

The Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS’ COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER’S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESSINSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker,

or agent, of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

7. The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by the Consultant.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

the Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this

Agreement.

SUBCONTRACTORS

If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file.

APPENDIX C**COST PROPOSAL FORM****FRESNO AREA EXPRESS BUS STOP ADA UPGRADE DESIGN PHASES E-H
PROPOSAL No. 12600127**

CONTRACT PRICING PROPOSAL (Services)			Page _____ of _____	
Name of Proposer			LOCATION(S) WHERE SERVICES ARE TO BE PERFORMED	
Home Office Address			CONTRACT NO.	
Services to be Performed			TOTAL AMOUNT OF PROPOSAL \$	
DETAILED DESCRIPTION OF COST ELEMENTS				
1. Direct Labor (Specify)	Estimated Hours	Rate/Hour	Est. Cost (\$)	Total Est. Cost
Total Direct Labor				
2. Labor Overhead	O.H Rate	X Base =	Est. Cost	
Total Labor Overhead				
3. Travel*			Est. Cost	
a. Transportation				
b. Per Diem or Subsistence				
Total Travel				
4. Subcontractors/Suppliers**			Est. Cost	
Total Subcontractors/Suppliers				
5. Other Direct Costs*				
6. General & Admin. Expense (_____ % of Item Nos. _____)				
7. Fee				
TOTAL ESTIMATED COST AND FEE				
* Itemize on second page				
** Attach additional forms for all proposed subcontractors				

APPENDIX D

FEDERAL CONDITIONS A&E

This contract/purchase agreement is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract/agreement contain the following clauses:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to the performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

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

TERMINATION

(1) Termination for Convenience: The City of Fresno may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to be paid by the contractor. If the contractor has any property in its possession belonging to the City of Fresno, the contractor will account for the same and dispose of it in the manner the City of Fresno directs.

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

(3) If it is later determined by the City of Fresno that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of, or are beyond

the control of the contractor, the City of Fresno, after setting up a new delivery or performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29

U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, 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. 49 C.F.R. § 26.13(b).

PROMPT PAYMENT

(1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the City of Fresno. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

INCORPORATION OF FTA 4220.1G TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G, dated January 17, 2025, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

(1) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the

U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. 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 shall 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 CITY. If it is later determined by the CITY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CITY, 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.

The certificate entitled *Debarment and Suspension Certification* must be completed and returned with your proposal. This certificate is listed as page 24.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

(2) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s Maintenance Manager. This decision shall be final and conclusive unless with ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Maintenance Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Maintenance Manager shall be binding upon the contractor and the Contractor shall abide by the decision.

(3) Pending final resolution of a dispute in hereunder, the Contractor shall proceed diligently with the

performance of this Agreement and in accordance with the City's decision.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The certificate titled *Non-Lobbying Certification* must be completed and returned with your proposal. This certificate is listed as page 23.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate

EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION

(1) The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ADA ACCESS

(1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

(1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City.

(2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contractor agrees to comply with 2 CFR 200.216 and Public Law 115-232, Section 889, and may not 1) procure or obtain; 2) extend or renew a contract to procure; or 3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system for this federally funded agreement. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a) 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).

- b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full 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 and such laborers and mechanics.

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

(ii)

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

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(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; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

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

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

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

(v)

(A) The contracting officer shall require that any class of laborers or mechanics

which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) *Withholding* - City Utilities shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under

this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing

Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, City Utilities may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records –

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

(ii)

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

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that

no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(4) Apprentices and trainees –

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

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

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

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

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

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

be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

(8) 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 contract.

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

(10) Certification of eligibility –

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

TRAFFICKING IN PERSONS

Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform City immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

APPENDIX E

FAX STANDARD BUS STOP DRAWINGS







