



REQUEST FOR PROPOSALS (RFP)
Architectural, Environmental & Engineering Services for the Imperial
Valley Transit (IVT) Administration, Operations and Maintenance
Facility

September 2025

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This project is funded, in whole or in part, by the Federal Transit Administration

(FTA) PROPOSALS ARE DUE PRIOR TO 3:00PM ON NOVEMBER 14, 2025

NOTE: Updates, changes, or addendums to the RFP are posted at:
<https://www.imperialctc.org/doing-business-with-ictc>

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SECTION 1 – INVITATION AND SCHEDULE OF EVENTS

1.0 INTRODUCTION

Imperial County Transportation Commission (ICTC) desires to construct a new administrative, operations, and maintenance facility (Imperial Valley Transit Administrative, Operations and Maintenance Facility). ICTC is seeking proposals from California licensed architect and engineering firms (Proposers) pursuant to California Public Contract Code section 22160 et seq. to develop the project improvement plans and contract documents/specifications for the Imperial Valley Transit (IVT) Administrative, Operations and Maintenance Facility, provide technical support throughout construction of the facility and to perform all tasks necessary to obtain all environmental clearances required for the Project including but not limited to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The facility is also proposed to include zero emission infrastructure and technology further enabling ICTC to transition its IVT services to zero emission driven services. ICTC anticipates a mixture of Electric and Hydrogen Fuel Cell Infrastructure. Refer to Section 5 for additional scope of work details.

The Project-specific location of the vacant land for the Commission's Transit Facility Project is 2204-2208 LaBrucherie Road, El Centro, CA 92243.

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

Subject to the Board of Directors' approval, the services described in this RFP and in the proposed Agreement are for a period of five (5) years ("Initial Term"), beginning on the Effective Date and ending at the completion of construction activities which is estimated at approximately five (5) years from the Effective date. The Commission will have the option to extend the Proposer's Contract for an additional two (2) year term.

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

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

| Schedule of Events | Date | Time |
|--|--|----------------|
| RFP Issue Date | September 26, 2025 | Not Applicable |
| Pre-Proposal Conference (not mandatory)* | October 14, 2025 | 10:00am (PST) |
| Written Questions Due | October 24, 2025 | 3:00pm (PST) |
| Written Answers Due | November 3, 2025 | 3:00pm (PST) |
| Proposal Due Date | November 14, 2025 | 3:00pm (PST) |
| Anticipated Contract Execution | December 10, 2025 or January 21, 2026 | Not Applicable |

*A pre-proposal conference to clarify any contractual or technical questions for this RFP will be held via Zoom and in person. Zoom meeting information will be issued via addendum at a later date and prior to the Conference. Attendance is not required to submit a Proposal.

QUESTIONS WILL ONLY BE ACCEPTED IF EMAILED TO DAVID AGUIRRE AT DAVIDAGUIRRE@IMPERIALCTC.ORG.

Responses to questions and addendums will be posted at:
<https://www.imperialctc.org/doing-business-with-ictc>

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

SECTION 2 – PROPOSAL INSTRUCTIONS

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

2.1 DEFINITIONS

For the purpose of this RFP:

1. "Commission"- "ICTC" shall mean Imperial County Transportation Commission, Purchaser, Owner, Buyer, FTA Recipient, or Awarding Agency, Grantee.
2. Consultant/Contractor shall mean the selected Proposer(s) to whom the Commission has awarded a Contract for the Project.
3. "Proposer" shall mean the person, entity, or organization that submits a Proposal in response to this RFP.
4. FTA means Federal Transit Administration.
5. DBE means Disadvantaged Business Enterprise
6. RFP means Request for Proposals
7. Project means the entire Scope of Work described in this RFP. The Scope of Work may constitute the whole or a part of the Project.

2.2 QUESTIONS REGARDING RFP AND POINT OF CONTACT

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

David Aguirre
Executive Director
(760)592-4494
davidaguirre@imperialctc.org
<https://www.imperialctc.org/doing-business-with-ictc>

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

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

2.3 PROPOSAL SUBMITTANCE

Proposals must be submitted in strict compliance with the Proposal Instructions as prescribed within this RFP and Proposers must submit three (3) hard copies and one (1) electronic copy in PDF format on a USB drive, of the Proposal. The hard copies and USB drive shall be mailed, or hand delivered to the Imperial County Transportation Commission, 1503 N. Imperial Avenue, Suite 104, El Centro, CA, and received prior to 3:00 PM, on November 14, 2025. Proposals shall be submitted in a sealed envelope clearly marked IVT Administrative, Operations and Maintenance Facility Project Proposal and addressed as follows:

Imperial County Transportation Commission
ATTN: David Aguirre, Executive Director
1503 N. Imperial Avenue, Suite 104, El Centro, CA 92243

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

Any proposals received prior to the time and date specified for the Proposal Due Date in the Schedule of Events above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 3:00 P.M., November 14, 2025.

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

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

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

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

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

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

2.4 PROPOSAL VALIDITY

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

2.5 PROPOSAL FORMS

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

2.6 PROPOSAL CHANGES

Any verbal modifications of the conditions or specifications documented herein shall be considered void and ineffective for Proposal preparation and evaluation purposes. Only changes issued in the form of written addendums to this RFP from the Commission shall be considered valid and binding. Addenda will be issued on the procurement page as noted in Section 1.0, Introduction.

2.7 PROPOSAL FORM PROVISIONS

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

2.8 WAGES – WORKER'S COMPENSATION

Proposing Companies are reminded that not less than minimum salaries and wages set forth by the Department of Industrial Relations; State of California must be paid on this Project where applicable. Proposers' sole responsibility is to comply with those prevailing wages under California Labor Code 1770-1781. If a dispute based upon the prevailing wage laws occurs, Proposer, at its expense, shall indemnify, defend (including Proposers providing and paying for legal counsel for Commission), and hold harmless Commission, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws. Additionally, Proposing Companies must also be compliant with requirements relating to Worker's Compensation and conditions of employment.

2.9 EQUAL OPPORTUNITY

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

This project has a project specific Disadvantaged Business Enterprise (DBE) goal of 14% for this Project, DBE participation is strongly encouraged.

2.10 APPEAL PROCEDURES

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

Imperial County Transportation Commission
ATTN: David Aguirre
1503 N. Imperial Avenue, Suite 104
El Centro, California 92243
Email Address: davidaguirre@imperialctc.org

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

- (2) Commission replies to requests under paragraph 2.10 (1) above will be dated no later than the "Written Answers Due" date as specified in the Schedule of Events. Any verbal replies are not to be considered valid.
- (3) Any requests for clarifications of specifications, and protests of specifications must be clearly labeled "Not A Bid" and submitted on or before the Written Questions due date mentioned in Section 1. The

Commission is not responsible for failure to address an appeal that has not been labeled as such.

2.11 CALIFORNIA LEVINE ACT

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any Agency Board Member from participating in or influencing the decision on awarding a contract with the Agency to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Agency Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Agency or for three months following the date a final decision concerning the contract has been made.

Proposers must complete and submit with their Proposal the California Levine Act Statement (included in Attachment C).

2.12 APPENDICES

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

2.13 PRE-CONTRACTUAL EXPENSES

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

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

2.14 JOINT OFFERS

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

2.15 PROPOSAL PROTEST PROCEDURES

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

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

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

Imperial County Transportation
Commission ATTN: Executive Director
1503 N. Imperial Avenue, Suite 104
El Centro, California 92243
Email Address: davidaguirre@imperialctc.org

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

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

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

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

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

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

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

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

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

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

1. Notification of Intent to Award is issued for award of contract if the contract is awarded by the ICTC Board per staff recommendation; or
2. Notification of Award is issued if the ICTC Board has delegated award Commission to ICTC Staff or the ICTC Board does not award the contract according to the Notification of Intent to Award.

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

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

Requirements for the Protester

The protester must:

- A. Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder whose direct economic interest would be affected by the award or failure to award the third-party contract at issue.

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

2.16 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of any plans, specifications, or other pre-proposal documents will be made to any Proposing Company orally. Every request for such interpretations shall be in writing addressed to the attention of ICTC as noted above. Such requests must be received prior to the date fixed for “Written Questions Due” in Section 1 listed above. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and, if issued, will be posted on: <https://www.imperialctc.org/doing-business-with-ictc>. It is the Proposing Company’s responsibility to ensure all requests are received and answered by the Commission in a timely fashion.
- B. Failure of any Proposing Company to receive any such addendum or interpretation shall not relieve such Proposing Company from any obligation under its submitted Proposal. All addenda so issued shall become part of the Contract Documents. Proposing Company shall assume full responsibility for making itself completely aware both of the existence and contents of all addenda. Each Proposing Company will be presumed to have inspected any relevant site, and to have read and be thoroughly familiar with any associated or referenced plans, specifications, or other documentation (including all addenda) and referenced legal provisions. The failure or omission of any Proposing Company to examine any form, instrument, document, or referenced applicable legal requirements shall in no way relieve any Proposing Company from any obligation with respect to the Proposal submitted.

2.17 SUB-CONTRACTORS/SUB-CONSULTANTS

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

2.18 PROPOSER'S LICENSING REQUIREMENTS

All personnel designated to work on this Project must possess valid licensing with all authorities having jurisdiction throughout the entirety of the Project. The performance specifications and any plans shall be prepared by a design professional (architect and engineer) who is duly licensed and registered in California.

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

2.19 PROPOSAL RESPONSIVENESS

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

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey a reasonable understanding of all requirements, terms, and conditions for the performance of the services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, and examining documents for this Project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least one hundred and twenty (120) days following the date of submittal; and
- The Proposer is and will be, in compliance with the RFP's requirements, terms, and conditions.
- All personnel designated to work on this Project will possess valid licensing throughout the entirety of the Project.

2.20 CHANGES

- A. The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-
1. In the specifications (including drawings and designs);
 2. In the method or manner of performance of the work;
 3. In the Commission-furnished property or services; or
 4. Directing acceleration in the performance of the work.

- B. Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-
1. The date, circumstances, and source of the order; and
 2. That the Contractor regards the order as a change order.
- C. Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- D. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Commission is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- E. The Contractor must assert its right to an adjustment under this clause within thirty (30) days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the Proposal, unless this period is extended by the Commission. The statement of Proposal for adjustment may be included in the notice under paragraph (b) of this clause.
- F. No Proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Agreement.

2.21 PROPOSAL FORMAT AND CONTENT

A. Presentation

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

B. Letter of Transmittal

The Letter of Transmittal should identify the proposing company and demonstrate the Firm's understanding of the Project and services required and the anticipated outcomes. Specifically, the Letter of Transmittal shall be addressed to the Commission

as indicated in Section 1 of these instructions and must, at a minimum, contain the following:

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

C. Executive Summary

1. In addition to any introductory remarks in the Executive Summary, the Proposing Company shall state its understanding of the overall Project objectives and the skill levels required to successfully accomplish the Project objectives. Key points of the Proposal should be summarized including: primary tasks or events, the approach to be employed, any innovative techniques or solutions, insights, resources, requirements, etc.
2. This summary shall also state whether the Proposal does or does not fully comply with the requirements as defined in this RFP, noting any exceptions, and shall be signed by an authorized representative of the company.

D. Technical Proposal

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

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

The Proposing Company shall:

- i. Provide a brief profile of the firm including the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and number of employees.
- ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede The Proposing Company's ability to complete the Project.
- iii. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key

personnel proposed for assignment to this Project. The Commission is particularly interested in selecting a Proposer who has a thorough understanding and extensive experience with transit facilities, energy storage systems, coordination of environmental approvals under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) including identification of categorical exclusions for CEQA/NEPA requirements, and the Scope of Work outlined herein. Describe experience in similar Projects, particularly in the transit and public sector environments. Any value-added services should be included here. The Proposing Company must demonstrate to the satisfaction of the Commission that it has sufficient resources, capabilities, and experience to meet the business needs as stated in this document. The Proposing Company shall state and identify its involvement with other clients for both past and present Projects. The Proposing Company shall state the client's name, and references (see 5 below) for similar Projects, particularly those conducted for public transit in particular and the public sector in general. Be specific with respect to past and current assignments elaborating on those Projects of similar type, magnitude, and complexity. The Proposing Company's involvement and responsibility should be defined for each Project.

- iv. Identify any subcontractors by company name, address, contact person, telephone number, and Project function.
- v. Provide a minimum of three (3) references within the last five (5) years, from previous or current clients, with a similar scope of work as outlined within this RFP. Furnish the name, title, address, and telephone number of the person(s) at the client organization who are most knowledgeable about the work performed.
- vi. Briefly describe other Projects currently in process and how those Projects affect the company's current capacity and capacity during this proposed Project. Identify any capacity or availability issues for any major subcontractors proposed.

2. Proposed Staffing and Project Organization

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

- i. Indicate adequacy of labor resources utilizing a table projecting the approximate labor-hour allocation to the Project by individual task.
- ii. Include the name and roles of the Proposing Company's Project Manager and other key managerial and technical personnel to be assigned to the Project in the specified tasks and include major areas of any subcontract work.

- iii. Include a statement certifying that the key personnel will be available to the extent proposed, for the duration of the Project in the manner prescribed, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of the Commission.
- iv. Include and thoroughly explain the Project organization and control measures, including the proposed quality assurance plan.
- v. Include a statement signed by a duly authorized officer of the Proposing Company to the effect that all personnel offered in the Proposal are either employed full-time by the firm or contractually obligated to the firm and available for the duration of the Project at the person-hour level shown.

3. Resumes

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

4. Work Plan

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

The Proposing Company shall:

- (1) Describe the approach to completing the tasks specified in the Technical Specifications.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a detailed schedule with key Project milestones for completing the tasks in terms of elapsed weeks from the Project commencement date.
- (4) Identify methods that the Proposing Company will use to ensure quality control as well as budget and schedule control for the Project.

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

5. Exceptions/Deviations

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

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

E. Cost and Price Proposal

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

SECTION 3 – EVALUATION AND SELECTION CRITERIA

3.1 EVALUATION OF PROPOSALS

This RFP includes specific requirements that will be used for the evaluation of Proposals. To be considered a responsive Proposal, the Proposing Company will submit all information as required in the Proposal Submittal Checklist, General Requirements, Scope of Work, and Technical Specifications. Selection of the Proposer will be made in accordance with California Government Code Section 4525 et. seq. The selection of professional services is made on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services at a price determined by the Commission as being fair and reasonable. The Commission will evaluate Proposals with respect to established evaluation criteria. As part of the evaluation process, the Commission may request that selected Proposing Companies appear for oral interviews after reviewing the written Proposals. Proposing Companies should be prepared to have key management personnel available for these interviews.

If interviews are conducted, the Commission will notify the Proposing Company of the date and time at which the interview will occur. The Commission may also request additional information to clarify or assist in the evaluation.

3.2 EVALUATION PROCEDURE

An evaluation committee, in accordance with the criteria established, will evaluate all proposals received as specified. Based on that evaluation, Commission may select finalists for possible interviews and discussions related to the submitted Proposal. Proposing companies should be aware, however, that an award may be made without interviews or further discussion. Once the evaluation process is complete, the Commission will enter into negotiations with the highest ranked Proposer. If an agreement cannot be reached, then negotiation will proceed with the next highest ranked Firm.

3.3 SCORING SCHEDULE

| | Evaluation Criteria | Allocation |
|----------|---|-------------------|
| A | Proposer Experience with Similar Projects | 35% |
| B | Key Personnel Qualifications and Project Organization | 25% |
| C | Technical Solutions/Work Plan | 25% |
| D | References | 10% |
| E | Proposer Responsiveness | 5% |
| | Total Possible: | 100% |

3.4 EVALUATION CRITERIA

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

1. Proposer Experience with Similar Projects:

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

2. Key Personnel Qualifications and Project Organization:

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

3. Technical Solutions/Proposer Work Plan:

A favorable Proposer will demonstrate a clear understanding of the scope of services as evidenced by a complete work plan that describes the Proposer's approach and fulfills all requirements outlined in the Scope of Work. Furthermore, a favorable Proposer will clearly explain sequentially the activities that would be undertaken in completing the tasks and specify who would perform them. Likewise, a detailed work schedule representing all major Project milestones for completing the tasks in terms of elapsed weeks from the Project commencement date will be provided. Also, the favorable Proposer will identify methods that will be utilized to ensure quality control as well as budget and schedule control for the Project.

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

4. References:

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

5. Proposer Responsiveness:

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

3.5 AWARD

- A. Award will be made to the highest ranked Proposer offering a price determined to be fair and reasonable.
- B. The Commission reserves the right to withdraw this request at any time without prior notice. Furthermore, the Commission makes no representations that an Agreement will be awarded to any Proposing Company responding to this invitation. The Commission expressly reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals received without indicating any reasons for such actions.
- C. The Commission reserves the right to award its total requirements to one Proposing Company or to apportion those requirements among several Proposing Companies as the Commission may deem to be in its best interest. In addition, negotiations may or may not be conducted. Therefore, the Proposal submitted should contain the Proposing Company's most favorable terms and conditions, since the selection and award may be made without discussion.
- D. The Commission reserves the right to make an award within one hundred twenty (120) calendar days from the date Proposals are opened. Should the award in whole or in part be delayed beyond the period of one hundred twenty (120) days, such award shall be conditioned upon the successful Proposing Company's acceptance.
- E. Prior to the award of the contract, the selected firm may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability and ascertain the capacity of the Firm's accounting system for administering the Project.

3.6 NOTIFICATION OF AWARD AND DEBRIEFING

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

3.7 CONFIDENTIALITY

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

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

3.8 ACCEPTANCE OF CONTRACT

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

3.9 DISQUALIFICATION OF PROPOSING COMPANIES

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

3.10 DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the Proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Commission and clarified prior to the submission of Proposals.

SECTION 4 – MINIMUM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify the Proposal from further consideration.

- A. The performance specifications and any plans shall be prepared by a design professional (architect and engineer) who is duly licensed and registered in California.
- B. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- C. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- D. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- E. Firm must have a minimum of ten (10) years' experience and a demonstrated track record of quality work, knowledge, skills, and abilities in A&E services for designing public transit facilities preferably in an environment of similar size and scope as defined in this solicitation.
- F. Licensed to do business in the State of California.

SECTION 5 – SCOPE OF WORK

1. PROJECT BACKGROUND

The Federal Transit Administration (FTA) Region IX completed a review in December 2024, considering the Commission's request for an environmental determination for protective acquisition of the real property located at 2204-2208 LaBrucherie Rd., El Centro, CA 92243. Based on the information presented, FTA Region IX determined that the Project qualified as a categorical exclusion under 23 CFR Part 771.118(c)(3), for Acquisition or Transfer of the Interest in Real Property. Per its letter dated December 31, 2024, FTA found that the Project was not within or adjacent to recognized environmentally sensitive areas and did not result in a substantial change in the functional use of the property or result in substantial displacements.

The Imperial County Transportation Commission Board of Directors authorized the acquisition for the El Centro site on March 26, 2025, and the purchase was recorded on June 20, 2025. Before closing the purchase, the effort to secure the necessary funding to design, engineer and construct the new facility was well underway. Project funding has been secured primarily through local, State, and Federal grant sources.

2. PROJECT SUMMARY

The Commission is seeking proposals from California licensed architect and engineering firms pursuant to California Public Contract Code section 22164 et seq. to complete the project final design improvement plans, contract documents, estimates and specifications for the Imperial Valley Transit Administrative, Operations and Maintenance Facility, provide technical support through construction of the facility, and to perform all required work necessary to obtain all environmental clearances required for the Project including but not limited to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Conceptual Design activities are expected to take place concurrently with Environmental Clearance activities in preparation of the final design. The consultant will also be required to work with the city of El Centro to obtain environmental clearance. The project will also require a zone change with the city of El Centro. The consultant will be required to coordinate with the city of El Centro and to provide all necessary documentation to complete the zone change.

The Consultant will prepare documents consistent with the requirements of California Public Contract Code 22164. The Consultant shall prepare a set of documents setting forth the construction scope and estimated price of the Project. The documents may include, but need not be limited to, the size, type, and desired design character of the Project, performance specifications covering the quality of materials, equipment, workmanship, final design plans and building layouts, or any other information deemed necessary to describe adequately the local agency's needs. The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

It is the Commission's desire to construct the Transit Facility that will consist of a new administrative, operations, and maintenance facility. The Transit Facility calls for an approximate 18,000 sq. ft. maintenance building and a 31,000 sq. ft. administration and operations building, along with bus parking, a fuel bay, and bus wash facility.

The facility will be designed for the charging and maintenance of a future zero-emission bus fleet and include energy resiliency features such as on-site solar power generation and on-site power storage.

The Commission provides local fixed route, rural route, microtransit, non-emergency transportation and paratransit services for the Imperial County region. The fixed route and paratransit services are provided in the core service area consisting of the cities of Calipatria, Westmorland, Brawley, Imperial, El Centro, Holtville and Calexico, and the communities of Heber, Ocotillo, Niland, Seeley and east and west side communities along the Salton Sea. Through its Medtrans Service, ICTC provides non-emergency transportation services to the San Diego area for medical appointments. ICTC also provides microtransit services through its IVT Ride Now and Calexico On Demand service models. Imperial Valley Transit operates and maintains a fleet of 80 vehicles and provided 780,000 passenger trips in Fiscal Year (FY) 2025. By 2040, Imperial Valley Transit is projected to operate up to 103 agency revenue and non-revenue zero-emission vehicles.

The awarded Proposer shall complete all work required to develop the final design improvement plans and specifications and to obtain CEQA and NEPA environmental clearances in accordance with all pertinent local regulations, State laws, and Federal laws (as deemed necessary by the Commission) for the Imperial Valley Transit Administrative, Operations and Maintenance Facility.

3. PROJECT SPONSOR

ICTC is the Imperial County's transportation commission, regional transportation planning agency and regional administrator of the public transit system. The Commission serves as the public transportation service provider for the Imperial County region and oversees a private contractor (currently TransDev) for maintenance and operations of the Imperial Valley Transit system. The activities of the Commission are defined by Senate Bill 607 and are overseen by the Board of Directors made up of ten (10) elected officials from the respective member jurisdictions.

4. PROJECT LOCATION

The approximate 19.6-acre vacant property is located at 2204-2208 LaBrucherie Road, El Centro, California. The property is accessed from Cruickshank Drive on the south, N. Waterman Avenue on the east and LaBrucherie Road to the west. The property currently has the Central Drain and Treshill Road to the north. An aerial photograph of the site is presented in Appendix A. The property is referenced as Imperial County APN 064-450-076. The parcel is currently zoned as General Commercial which would need to be modified to Limited Use. The subject property is bounded by the Central Drain/Treshill Road to the north, commercial properties and vacant land to the east, vacant land to the west and Walmart and commercial lots to the south. The subject property is currently vacant and undeveloped. Additional reference maps are provided in Appendix A. The property is relatively flat and was formerly considered farm ground. It is anticipated that some development of Waterman and Cruickshank Drive will be required. It should also be noted that the northern portion of the property contains the Central Drain and powerlines which limit development in the area to the north.

5. PRELIMINARY STUDIES

A Phase I and Phase II Environmental Site Assessment (ESA) of the Imperial Valley Transit Administrative, Operations and Maintenance Facility property was completed and is attached to the RFP. ICTC has also completed a Zero Emission Bus Plan and the Adams Avenue Bus Operations Facility Evaluation Project which provides information pertaining to ICTC preferred approach toward zero emission technology and programming information for the development of the facility.

The Consultant shall incorporate design concepts or approaches that effectively achieve the key Project objectives from the Zero-Emission Bus (ZEB) Plan, Adams Avenue Bus Operations Facility Evaluation, Preliminary Studies, and Commission management.

6. IMPERIAL VALLEY TRANSIT'S GOALS

To provide safe and cost-effective public transportation services that increase mobility and improve the quality of life for Imperial County residents.

Imperial Valley Transit shall strive to meet or exceed community expectations by:

1. Operating a safe, reliable and comfortable quality of service;
2. Providing an effective and efficient level of service in response to demonstrated community needs; and,
3. Enhancing quality of life through improved mobility.

7. PROJECT OBJECTIVES/GOALS

The goal of this Project includes the awarded Proposer performing all work necessary to obtain environmental clearance from the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for the Imperial Valley Transit Administrative, Operations and Maintenance Facility. The proposer will be required to work with the city of El Centro to obtain CEQA clearance. The proposer should also prepare all necessary work associated with the required zone change with the city of El Centro for the project. Additionally, the awarded proposer shall prepare two (2) conceptual site plans for the Imperial Valley Transit Administrative, Operations and Maintenance Facility which will be the basis for the final design and complete all tasks and requirements contained herein in this Scope of Work. The Commission will select and direct the proposer to proceed with one conceptual site plan as the final design parameters. The awarded proposer shall provide technical support through construction of the Project to the Commission and the future construction contractor. It is expected that at the completion of this Project, the future contractor will be able to immediately proceed with completion of the construction of the Imperial Valley Transit Administrative, Operations and Maintenance Facility. The Final Design drawings and specifications should be of sufficient scope to define all Transit Facility functions and elements for both the public and ancillary spaces, including equipment and materials, as appropriate. Conceptual Design can include a wide range of preliminary engineering and other activities and analyses needed to establish parameters for the final design. The Consultants' final work products must be fit for the Commission's intended use.

The Consultant's Final Design shall adhere to the following:

- The facility will be designed for the charging and maintenance of a future zero-emission Battery Electric Bus (BEB) and/or Fuel Cell Electric Bus (FCEB) fleet. The facility should be designed with planned growth and fleet expansion in mind and maintain operational flexibility.

- The design will require fueling infrastructure for Diesel Buses initially with the possibility of converting the infrastructure to fuel Hydrogen Buses in the future as the fleet transitions.
- The facility shall include energy resiliency features such as on-site solar power generation and an appropriately sized Emergency Generator. The facility shall be designed with public access Electric Vehicle (EV) charging stations. Public access to hydrogen dispensing shall be considered for the future.
- Zero-emission vehicles will be purchased in a phased approach. Currently, the Commission does not operate any zero-emission vehicles.
- Consultant shall become familiar with the Imperial Irrigation District (IID) and City of El Centro/County of Imperial EV Infrastructure Requirements and coordinate their work for this project in a compliant manner including the design and recommended equipment. Consultant shall also research and present additional rebate and incentive programs for the Commission's consideration. Consultant shall support the Commission with the preparation of all work for all rebate and incentive programs as needed.
- The design shall meet the requirements to obtain LEED Silver Certification.
- The facility shall be designed for a healthy workplace environment with adequate natural light.

8. PROJECT COMPLETIONS DATES

Implementation of the CARB mandate and the Commission's ZEB Transition Plan jointly compel the Commission's staff to develop and implement ZEB technology/infrastructure on a robust schedule. The Consultant shall begin programming to produce subsequent conceptual designs, specifications, estimates, and supporting documents for the final design.

- The entire duration of project support activity is estimated at approximately 12-36-months.

9. SCOPE OF WORK AND REQUIRED DELIVERABLES

All key activities over the Project lifecycle will be indexed/identified by the tasks/subtasks presented in the Scope of Work herein. The Consultant will use the proposed work plan and this index to cross-reference all Project reports, schedules, deliverables, budgets, expenditures, and invoices. After the award, the tasks/subtasks may be amended for clarity and greater consistency by mutual action of both parties. The Consultant will provide all work products in hard copy and digital format, including all maps, charts, figures, graphs, documents, and applicable studies.

10. TASK - PROJECT MANAGEMENT

The Commission's Project Manager will serve as the contract manager and direct liaison between the Consultant and the Federal Transit Administration (FTA), as needed. This task includes overall management of the Consultant's project team, including contract administration, budget and schedule control, quality control, and subcontract administration, including:

- Meetings and Coordination: The Consultant shall support the coordination of planning and engineering design development activities with other involved stakeholders for compatible design and construction phasing with existing or planned conditions.

- Project Administration: Consultant shall provide timely and accurate reports, meeting minutes, schedules, field reviews, tracking of action items for the Commission and any Consultant sub-contractors, and preparation of all required submissions to local, State, and Federal stakeholders. Additionally, the Consultant shall provide data to the Commission's staff over the Project lifecycle for administrative controls, meetings, progress reports, design reviews, and schedules.
- The Engineering plans, specifications, estimates, calculations, sequencing plans, and related reports shall be prepared, signed and stamped under the responsible charge of the appropriate California Registered Engineers(s) (e.g.: civil, electrical, mechanical, geotechnical) and Architect(s).
- All design work for the Commission's facilities shall conform to the Commission's standards, guidelines, manuals, and policies as of the date of contract execution. Special consideration must also be given to any infrastructure improvements pertaining to the city of El Centro.
- Construction specifications and cost estimates for the Project shall use the edition of CSI/MasterFormat deemed appropriate by the Commission.
- All work shall conform to applicable federal, state, and local codes and other regulatory requirements.

11. TASK – REVIEW AND UPDATE OF PRELIMINARY ENGINEERING (AS NEEDED)

The Consultant will be expected to review and evaluate all preliminary planning, survey, design, and environmental information that the Commission has developed or obtained to date. A key source of information will be the Zero Emission Bus Plan which developed draft layouts/site plans for feasibility purposes. These draft layouts have served their purpose for planning and providing graphics for grants; however, staff would like them refined to reflect future needs more accurately before progressing with design.

12. TASK – DESIGN WORK SESSIONS

The Consultant will be expected to meet with administrative, operations and maintenance staff, and the city of El Centro as needed to develop an understanding of the desired outcome through up to 3 (three) design work sessions. The design work sessions should include the development or update of relevant sketches and basic modeling to help determine the Project's design direction. At the conclusion of this phase, it is expected that the Consultant will have a clear vision of the Project to be developed to support the environmental review process. The Consultant shall establish applicable design criteria for the facilities and obtain approval from the Commission. This effort is expected to include but may not necessarily be limited to the following tasks:

Analysis of facility needs and equipment (Initial estimates of facility approximate size, building type and functions are identified as follows, and are not necessarily inclusive of ultimate facility needs).

- Administration and Operations Building – 30,000 sq. ft.
Includes Office Spaces, Breakrooms, Kitchens, Conference Rooms, Meeting Rooms, Board Chambers, Health Center, Restrooms, etc.
- Maintenance Building – 18,120 sq. ft.
- Fuel/Wash – 4,615 sq. ft.
- Parts Storeroom – 5,500 sq. ft.
- Outside Storage – 2,000 sq. ft.

- Revenue Building – 900 sq. ft.
- Fueling – 2,105 sq. ft.

Existing and Estimated Future Fleet Details:

- Current Fleet: - 80 vehicles (coach, bus and operations)
- Current Max Pull-In/ Pull-Out per day: 45 (40 AM/5 PM)
- Estimated Future Max Pull-In/Pull-Out per day: 55

Additional Considerations:

- Accommodation of adjacent private and commercial property needs
- Accommodation of public access and adjacent transit stop focusing on improved pedestrian and bicycle access
- Parking for the general public, rideshare/vanpools, administrative personnel, and transit operations/maintenance contractor staff
- Facility outdoor seating and lighting for employees
- Accommodation of city of El Centro requirements and future conditions such as, street lighting, storm drain, sewer, sidewalk/roadway improvements and utility upgrades
- Safety and security of facility and assets
- American with Disabilities Act (ADA) compliance
- Facility design shall allow for a phased construction and expansion approach to accommodate future fleet growth and zero emission technology.
- Incorporation of green building and resiliency technologies (including solar)

This Conceptual Design effort is expected to include facilitating public outreach to receive ideas which will include the scheduling, attending, leading, and documenting of discussions at public information meetings to incorporate preliminary public input into the process of establishing appropriate design alternatives. It is expected there will be at least two (2) focus meetings with the adjacent landowners and businesses. The Consultant shall prepare Exhibits as needed. This effort may also serve as public participation for the Environmental Clearance Requirements.

Minimum Deliverables

- Establish applicable design criteria for the facilities and obtain approval from the Commission.
- Meet with administrative, operations and maintenance staff, and the city of El Centro as needed to develop an understanding of the desired outcome through up to three (3) design work sessions.
- One (1) Public Scoping Meeting facilitating public outreach and up to two (2) focus meetings with Adjacent Landowners and businesses.

13. TASK - SITE CIVIL DESIGN Site data and geotechnical investigation. The Consultant will provide a geotechnical survey of the Transit Facility. (Language within the Geotechnical Report that prohibits the use of a separate Geotechnical Consultant during construction efforts is prohibited). At a minimum, surveying shall locate physical features such as sidewalks, trees, utilities, building footprints, storm drain, sewer and any other features considered customary for the development of 3-Dimensional surface topographic mapping. Easements or other restrictive items should be noted to properly assess development limitations. Surveying shall be accurate to the Commission's satisfaction, prior to proceeding with assessment of any building design, roadways alignments, and structural alternatives in association with the adjacent roadway and/or property improvements. The Consultant will provide a geotechnical report and recommendations corresponding to the design intent of the site.

- Pavement and curbs. The Consultant will develop a conceptual pavement and curbing plan that is designed to accommodate the infrastructure, structures, landscape, irrigation, lighting, and transit operation needed for the Project site. Structural Best Management Practices (BMPs) shall be incorporated into street design for stormwater quality improvements prior to entering natural waterways. The city of El Centro will participate in the development of the off-site infrastructure needs and requirements.
- Lighting. The Consultant will develop a lighting plan. The photometric plan will maximize the efficiency of the anticipated lighting infrastructure and explore options for passive lighting where possible.

Minimum Deliverables for Final Design

- Civil Plan Set
- Site Plans
- Utility plan
- Civil details
- Lighting plan
- Site Survey Report
- Geotechnical Report
- Grading Plans
- Landscaping Plans

14. TASK – POWER DESIGN & BEB/HYDROGEN FUEL CELL CHARGING INFRASTRUCTURE

- Evaluation of Transformer and Facility Charging/Hydrogen Fueling Locations.
- The Consultant will coordinate with the local utility provider (IID) regarding the service size/load, the utility infrastructure location(s), and construction schedule, and provide a conceptual layout for the utility and charger locations. The Commission considers this element of the Project to be critical for advancing coordination with IID to ensure sufficient power can be provided, produced or stored on site to ensure the operability of the facility upon completion.
- Maintenance shop chargers / hydrogen fueling infrastructure shall be consistent and convenient with vehicle charging ports and the maintenance shop layout.
- The conceptual design should account for the anticipated operational needs, benefits from planned redundancy and system resiliency, and phased BEB/Hydrogen Fuel Cell Bus deployment.

- The Consultant shall assist the Commission in evaluating applicable BEB charging / fueling technology to provide the Commission with a recommendation of suitable charging/fueling manufacturers. This task will include providing the Commission with the pros and cons of potential equipment, providing conceptual strategies for procurement, and providing a description of equipment that is readily available from state procurement schedules, all of which will be independently evaluated by the Commission, which will make all recommendations and decisions concerning such deliverables.
- The design will maintain a minimum level of 50% operational capacity in the event of failure of anyone (1) major component of the charging system. The design will be resilient in that failure of any one individual component should not disable other components as well.
- The Consultant will identify potential risks, develop a planning/conceptual level cost estimate, and identify regulatory requirements regarding the power supply.
- The Consultant shall evaluate the concept and provide a preliminary charger / fueling station layout based on the currently available technology to optimize space, flexibility, traffic flow, and maintainability.
- The Consultant shall coordinate with the IID regarding any additional documentation required to achieve concurrence and
- The Consultant shall also evaluate the opportunity incorporate a public interfacing hydrogen fueling system as well as public charging infrastructure.

Minimum Deliverables for Final Design

- Transformer layout drawing
- Charger layout drawing
- Hydrogen Fueling System Layout
- Pro/con list of transformer and charger locations
- Pro/con list for charging equipment manufacture/type
- Lists of applicable electrical regulatory requirements
- Electrical Drawings/Piping and Routing Plans

15. TASK – SOLAR PANEL SYSTEM DESIGN

- The Conceptual solar panel system design shall also include the preliminary coverage as well as panel alignment to maximize the solar capture.
- While BEB chargers will be installed in stages, the Commission would like to consider installing a significant portion of the solar panels during the initial construction phase. Solar interconnection to the grid is to be coordinated with IID during the conceptual design.
- A one-line diagram of the solar generation subject to change in future phases, including inverter, metering, and connection to the existing electrical system.
- Battery Energy Storage System (BESS) Design is addressed separately; see Section 17, below.

Minimum Deliverables for Final Design

- Solar design drawings
- Solar panel cut sheets, including inverters
- One-line diagram for solar interconnection, subject to change in future phases
- Description of IID requirements for solar interconnection

16. TASK – ENERGY MANAGEMENT SYSTEMS

- The Consultant shall evaluate and recommend which automatic charge management systems (i.e., smart charging) are optimal for the Commission to provide a fully operational fleet while also reducing electrical fees and demand charge rates.

Minimum Deliverables for Final Design

Analysis, for independent Commission evaluation of available energy management software systems that meet the Commission's goals.

17. TASK – FUTURE PROVISIONS

To reduce electrical outages, minimize excavations, and minimize the impact on bus operations during future construction and deployments, the conceptual design shall include future provisions for the items listed below.

- Provide means to minimize electrical outage time
- Provide means to minimize the impact on facility operations
- Locations for future backup power supply:
 - Future connections to Battery Energy Storage System (BESS).
 - Locations/footprint for such future BESS applications have not yet been determined; such units/modules may be located stand-alone, building roof-top, etc.
 - Provide a one-line diagram for BESS/inverter interconnections
 - Provide BESS panel and inverter cut sheets, if any
 - Provide IID requirements for BESS interconnection, if any.
 - Electrical supply conduits and capacity for future conversion to electric vehicles.

Minimum Deliverables for Final Design

- Analysis, for independent Commission evaluation, of available backup power systems based on evaluation above
- Electrical supply to revenue and non-revenue fleet

18. TASK – ARCHITECTURE/STRUCTURAL

- Structures shall be constructed of suitable materials required for durability and longevity in a highly corrosive and extreme heat environment. Structures must also consider seismic conditions and requirements. Consultant to provide performance specifications. At-grade paving, curbing, parking, and walkways shall be concrete. Graphic Renderings of the final project design shall be completed.
- All at-grade areas are to be designed accessible for people with disabilities and confirmed ADA compliance.
- Consider the Commission's commitment to LEED Silver Certification, Natural Lighting, Clean Energy, and Renewables
- Future: Consultant to allow provision for future utilities and infrastructure.
- Consultant shall prepare Structural Engineering drawings for all anticipated structures at the Transit Facility.

Minimum Deliverables for Final Design

- Architectural drawings including plans and details demonstrating ADA accessibility compliance, showing the overall Project site and enlarged areas, PV canopy and charging bay layouts

schematic plan layout, various floor plans, interior plans, building elevation drawings, roof plans, HVAC plans, office space layouts, ceiling plans, parking canopy structures, site elements and fencing, door and window types, room finish schedule, PV and charging bay layouts, typical elevations and sections advancing the functional and architectural design; and service equipment layouts.

- Service equipment drawings and technical data to support modifications, if any
- Electrical Engineering drawings including single-line diagrams, power and lighting plans, standard details, and equipment schedules.
- Structural Engineering drawings (includes structural calculations) including overall site and enlarged plan areas, foundation plans, framing plans, brace frame elevations, and typical reinforcement, base plate, and structural details.
- Mechanical and Plumbing Plans including automatic fire sprinklers.

19. TASK – TRANSIT AND FACILITIES

- Consultant shall provide conceptual layouts for BEB Charging / Hydrogen Fueling Infrastructure and associated parking. All options must be scalable for future BEB and/or FCEB fleet growth.
- Parking Layout and Circulation
 - Consultant shall present Site Circulation options for the layout of the initial Diesel and BEB/FCEB mixed fleet including the anticipated bus flow, bus turn radius, employee parking, employee walkways, etc. All layouts shall include both an initial state and a final zero-emission state.
 - Consultant's Site Circulation Plan shall include the anticipated flow of buses through cleaning, maintenance, servicing, fueling, storage, emergency vehicle access and route dispatch. Additionally, employee parking space requirements and the flow of employee and fleet vehicles to and from the street and within the property shall be considered in the layout.

Minimum Deliverables for Final Design

- Parking Layout and Site Circulation Plan
- Civil, Mechanical, Electrical and Structural Plans for all Transit Facility Components and Facilities

20. TASK– COORDINATION DURING WORK IN PROGRESS

PROJECT MEETINGS

Coordinate with Commission Staff through progress meetings and participate in discussions, meetings, and/or teleconferences with Commission Staff and designated consultants as needed. Progress meetings shall be scheduled in advance by mutual agreement; typically at 2-week intervals.

- Prepare agenda and conduct Project status meetings bi-weekly. Record, provide, and distribute meeting notes/minutes for review and comments to all attendees within 3 workdays of such meetings. All such documents (in addition to all material Project documentation

created pursuant to the Agreement) will be made available to any potential proposers in future Project phases.

- Any meetings, either in the field or at the Commission's office shall be attended by the Project Manager and members of key staff. The Commission will decide which meetings will be held virtually and in person. The Commission anticipates primarily utilizing virtual meetings.

▪ **PROJECT PROGRESS REPORTS**

Submit Monthly Progress Reports to the Commission's Project Manager which shall include the following information:

- Scope of services: issues that may affect the scope of baseline services.
- Progress Schedule: a milestone list showing the chronology of deliverables and other key events in a simple and helpful way to discuss the schedule.
- Key Activities: key activities occurring during the previous reporting period as well as the ones planned for the next reporting period. Ensure that key activities are consistently identified/indexed across all Project documents.
- Issues: explanation of unusual events that have occurred or may occur that could affect the Project scope, schedule, budget, and quality.
- Risk Report: explanation of risk items to be added to the risk register and suggest solutions to mitigate the risk so their impacts are minimized.

▪ **PRE-CONSTRUCTION PROJECT SCHEDULES**

Schedule(s) shall be prepared and updated as follows:

- Identify key milestones or decision points to ensure the Project progresses efficiently, and with the concurrence of the Commission's Project Manager prior to starting each major activity.
- Monitor activities for each task and identify deadlines or cut-off dates for decisions and changes.
- Identify each discipline or subtask as appropriate required for each task.
- Reflect requirements outlined in the Deliverables as shown for each task/subtask.

▪ **DESIGN REVIEW MEETINGS**

- Consultant shall prepare a presentation and conduct a meeting/discussion at the Commission's office for design work. This presentation will include the design approach, the key features of the design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.
- The presentation and supporting documents will identify design features and developments applicable to obtaining CEQA and NEPA environmental clearances. The Design Review meeting will include the latest Project documents to date. These shall include, but not be limited to: plans, specifications, cost estimates, field

- data/measurements, preliminary calculations, OEM literature, construction schedules, and supporting documents/reports.
 - Consultant shall furnish presentation media in one or more of the following formats – MS Word, MS Excel, MS PowerPoint, and/or Adobe PDF. The Design Review meetings shall be attended by the Consultant's Project Manager and may include one or two member(s) of key members and/or sub-consultants of the project team. The Commission's participants may include broad members from various departments and may include third-party consultants as well.
- **DRAFT PROJECT DESIGN REPORT**
 - Consultant shall prepare and submit "Draft" Project design report which will document all obtained information, any proposed alternatives, and features (maximum of 75 pages). Upon review by the Commission and the city of El Centro, Consultant shall prepare six (6) final copies of the Project Preliminary Design Report.
 - Provide a time schedule estimating the anticipated time for completion of major design components associated with preliminary design activities.
- **DESIGN REVIEW MEETING AT FINAL DESIGN COMPLETION STAGE**
 - Consultant shall deliver the complete Final Design presentation after the Commission has accepted the complete Final Design. Consultant shall schedule the presentation in coordination with the Commission's Project Manager prior to delivering the final presentation. Consultant shall anticipate requested changes and allot adequate revision time for the Commission prior to finalizing the Final Design and delivering the final presentation.

21. TASK – OPINION OF PROBABLE COST

Consultant shall develop an Opinion of Probable Cost memorandum that identifies the cost estimate for the entire Transit Facility project broken down by task and construction element. Construction specifications and cost estimates for Commission projects shall use the CSI/MasterFormat determined by the Commission. Cost estimate must show separate labor and materials unit cost detail.

Minimum Deliverables for Final Design

- Opinion of Probable Cost memorandum based on the completed Final Design
- Consultant shall prepare a presentation and conduct a meeting/discussion at the Commission's office for design work at the Final Design completion stage. This presentation will include the conceptual design approach, the key features of the conceptual design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.
- Consultant shall furnish presentation media in one or more of the following formats – MS Word, MS Excel, MS PowerPoint, and/or Adobe PDF. The presentation will include final design plans,

drawings, specifications, cost estimates, construction schedules, and support documents. Support documents shall include, but are not limited to, a 'design basFTAs' memorandum, drawing set, specifications, probable cost estimate, engineering support data, preliminary calculations, constructability review, design variance request summary (if applicable); site data and Geotech report, and utility coordination.

- The Design Review meeting at the Final design completion stage shall be attended by the Consultant's Project Manager and may include one or two member(s) of key members and/or sub-consultants of the project team. Commission participants may include members from various departments and may include third-party consultants as well.

Minimum Deliverables for Final Design

Deliver 100% Complete Final design to the Commission.

22. TECHNICAL CONSTRUCTION SUPPORT

- Upon successful completion of the Final design, the Consultant shall provide technical support through the construction procurement and delivery.
- Consultant shall provide technical support to the Commission. Tasks include but are not limited to providing specifications, drawings, responding to proposer's questions, evaluation support, and other support during the procurement process in accordance with the Commission's procurement and Project delivery schedule.
- Consultant shall provide technical resource support to the awarded Contractor during the Project delivery as requested. Tasks include, but are not limited to, responding to Request for Information (RFI's), reviewing proposed changes, and Project schedule considerations. The deliverables and schedule will be aligned with the Commission's Project delivery schedule in coordination with the Contractor.

23. TASK – CEQA AND NEPA ENVIRONMENTAL CLEARANCES

- Consultant shall complete all work, provide all documentation, coordinate and attend all meetings necessary to obtain CEQA, NEPA, and all other permitting entities environmental clearance approval for the Transit Facility Project.
- Consultant shall first assess the Project's eligibility for CEQA and NEPA Categorical Exclusions, considering environmental factors, compliance requirements, Project design, and the intent of the Project. Obtaining Categorical Exclusions should be the primary objective of the Consultant in pursuit of environmental clearance for the Project.
- This Project will be coordinated with the city of El Centro which will ultimately determine the depth and breadth of the CEQA Environmental Analysis.
- If the Project is ineligible for a Categorical Exclusion, Consultant shall prepare all CEQA documents per the requirements of the California Environmental Quality Act for the proposed Project. Consultant shall conduct all required studies and provide all required documents including,

but not limited to, Initial Study, Negative Declaration or Mitigated Negative Declaration as required by the California Environmental Quality Act for the proposed Project. The documents shall analyze all potential environmental factors affected by the proposed Project and evaluate all environmental impacts as required by California State law.

- If the Project is ineligible for Categorical Exclusion, Consultant shall prepare all NEPA documents per the requirements of the National Environmental Policy Act for the proposed Project. Consultant shall conduct all required studies and provide all required documents including, but not limited to, an Environmental Assessment and an Environmental Impact Statement as required by the FTA for the proposed Project. The documents shall analyze all potential environmental factors affected by the proposed Project and evaluate all environmental impacts as required by the National Environmental Policy Act. If NEPA documentation is required, Consultant shall integrate an Environmental Justice Analysis into its NEPA documentation consistent with the requirements listed in the Commission's Title VI Program.
- Consultant shall keep the Commission informed of progress and promptly address any comments or concerns raised by the State of California and the FTA during the review process.
- It is anticipated that the environmental assessment will need to evaluate traffic impacts, air quality, noise and safety and security to the area as a result of the project. Please see FTA's NEPA CE Checklist and the City of El Centro Environmental Information Form for further information on possible areas of evaluation and city requirements.

Minimum Deliverables for Final Design

- Facilitate coordination and communication with relevant stakeholders, ensuring the completion of all required tasks in pursuit of securing a CEQA/ NEPA Cat. Ex. for the Project.
- Consultant shall coordinate with local, State, and Federal agencies, and other permitting entities to meet all environmental approvals and establish related permitting requirements. Consultant shall identify and comply with all permit applications necessary to satisfy all environmental agencies to receive approval for the construction of the Transit Facility. Completion of applicable studies as necessary to achieve environmental clearance.
- Provide the Commission with official CEQA and NEPA Environmental Clearance documentation from the environmental authorities having jurisdiction over the Project.
- Consultant shall plan to lead and attend public meetings as required by the Commission, CEQA, NEPA, and all other environmental permitting authorities to verbally and in writing respond and address public comment regarding environmental topics, the environmental process and environmental documents. The Consultant shall anticipate in participating/leading a minimum of two (2) public meetings within the city of El Centro and a minimum of one (1) public hearing before the ICTC Board of Directors.
- Consultant shall receive community buy in to the Project with community leaders and members, adjacent prop. owners.

24. TASK – ADDITIONAL CONSIDERATIONS

- Consultant shall provide recommendations for an emergency generator. An appropriately sized, Emergency Generator must be incorporated into the overall design to provide power to the busses should the solar array not provide the necessary power in an emergency.
 - Risk Protector/Vandalism/Accidental Incidents. The inclusion of Bollards and/or other protective design elements necessary to protect vital equipment at the Transit Facility.
-

CONSULTANT DELIVERABLES

Preliminary Studies

- The Consultant shall incorporate design concepts or approaches that effectively achieve the key Project objectives from the ZEB Rollout Plan and Final Report, Adams Avenue Bus Operations Facility Final Report, Preliminary Studies, and Commission management.

Project Completions Dates

- Final design: 12 to 18 months after contract execution.

Project Management

- Meetings and Coordination: The Consultant shall support the coordination of planning and engineering design development activities with other involved stakeholders for compatible design and construction phasing with existing or planned conditions.
- Project Administration: Consultant shall provide timely and accurate reports, schedules, and data to Commission staff over the Project lifecycle for administrative controls, meetings, progress reports, design review, and schedules.
- The Engineering plans, specifications, estimates, calculations, sequencing plans, and related reports shall be prepared under the responsible charge of the appropriate Registered Engineers(s) (e.g.: civil, electrical, mechanical, geotechnical) and Architect(s).
- All design work for the Commission's facilities shall conform to Commission/city of El Centro standards, guidelines, manuals, and policies as of the date of contract execution.
- Construction specifications and cost estimates for the Project shall use the edition of CSI/MasterFormat deemed appropriate by the Commission.
- All work shall conform to applicable federal, state, and local codes and other regulatory requirements.

Review and Update of Preliminary Engineering (as needed)

- Review and evaluate all preliminary planning, survey, design, and environmental information that the Commission has developed or obtained to date.
- Refine preliminary planning documents to reflect future needs more accurately before progressing with design.

Design Work Sessions

- Establish applicable design criteria for the facilities and obtain approval from the Commission.
- Meet with administrative, operations and maintenance staff, and the City of El Centro as needed to develop an understanding of the desired outcome through up to three (3) design work sessions.
- One (1) Public Scoping Meeting facilitating public outreach and up to two (2) focus meetings with Adjacent Landowners and businesses.

Site Civil Design – Includes Administrative, Operations and Maintenance Buildings

- Civil Plan Set
- Site Plans
- Utility plans
- Civil details
- Lighting plans
- Site Survey Report
- Geotechnical Report
- Grading Plans
- Landscaping Plans

Power Design & BEB/Fuel Cell Charging Infrastructure

- Transformer layout drawings;
- Charger and Hydrogen Fueling Station layout drawing
- Pro/con list of transformer and charger locations
- Pro/con list for charging equipment manufacture/type
- Lists of applicable electrical/hydrogen regulatory requirements

Solar Panel Design

- Solar design drawings
- Solar panel cut sheets, including inverters
- One-line diagram for solar interconnection, subject to change in future phases
- Description of IID and city of El Centro requirements for solar interconnection

Energy Management Systems

- Analysis, for independent Commission evaluation of available energy management software systems that meet the Commission's requirements.

Future Provisions

- Analysis, for independent Commission evaluation, of available backup power systems based on evaluation above
- Electrical supply to fleet

Architecture/Structural

- Architectural Drawings including plans and details demonstrating ADA accessibility compliance, showing the overall Project site and enlarged areas, PV canopy and charging bay layouts, schematic plan layout, various floor plans, HVAC plans, roof plans, typical elevations and sections advancing the functional and architectural design, office space callouts, and service equipment layouts. Graphic Renderings of Final Design.
- Service equipment drawings and technical data to support modifications, if any
- Electrical Engineering drawings including single-line diagrams, power and lighting plans, standard details, and equipment schedules.
- Structural Engineering drawings (includes structural calculations) including overall site and enlarged plan areas, foundation plans, framing plans, brace frame elevations, and typical reinforcement, bus canopy structure, base plate, and structural details.
- Mechanical and Plumbing Plans including automatic fire sprinklers.

Transit And Facilities

- Parking Layout and Site Circulation Plan. Civil, Mechanical, Electrical and Structural Plans for all Transit Facility Components and Facilities

Opinion of Probable Cost

- Opinion of Probable Cost memorandum based on the completed Final design

Coordination During Work in Progress

Project Meetings

- Prepare agenda and conduct Project status meetings bi-weekly. Record, provide, and distribute meeting notes/minutes for review and comments to all attendees within 3 workdays of such meetings. All such documents (in addition to all material Project documentation created pursuant to the Agreement) will be made available to any potential proposers in future Project phases.
- Coordinate with Commission Staff through progress meetings and participate in discussions, meetings, and/or teleconferences with Commission Staff and designated consultants as needed. Progress meetings shall be scheduled in advance by mutual agreement; typically at 2-week intervals.
- Any meetings, either in the field or at the Commission's office shall be attended by the Project Manager and members of key staff.

Project Progress Reports

- Submit Monthly Progress Reports to the Commission's Project Manager

Pre-Construction Project Schedules

- Schedule(s) shall be prepared and updated as follows
- Identify key milestones or decision points to ensure the Project progresses efficiently, and with the concurrence of the Commission's Project Manager prior to starting each major activity.
- Monitor activities for each task and identify deadlines or cut-off dates for decisions and changes.
- Identify each discipline or subtask as appropriate required for each task/subtask.

Design Review Meetings

- Consultant shall prepare a presentation and conduct a meeting/discussion at the Commission's office for design work. This presentation will include the design approach, the key features of the design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.

Draft Project Design Report

- Consultant shall prepare and submit "Draft" Project design report which will document all obtained information, any proposed alternatives, and features (maximum of 75 pages). Upon review by the City of El Centro and the Commission, Consultant shall prepare six (6) final copies of the Project Preliminary Design Report.
- Provide a time schedule estimating the anticipated time for completion of major design components associated with preliminary design activities.

Design Review Meeting at Final Design Completion Stage

- Consultant shall prepare a presentation and conduct a meeting/discussion at the Commission's office for design work at the Final design completion stage. This presentation will include the conceptual design approach, the key features of the conceptual design, significant design and constructability and logistical issues, and any significant estimating assumptions, regulatory and local issues as well as other constraints. Record and provide meeting notes/minutes.
- Deliver 100% Complete Final design to the Commission.

Technical Design Support

- Upon successful completion of the Final design, the Consultant shall provide technical support through construction.
- Consultant shall provide technical support to the Commission in procuring the Construction firm.
- Consultant shall provide technical resource support to the Contractor during the Project delivery as requested. Tasks include, but are not limited to, responding to Request for Information (RFIs), reviewing proposed changes, and Project schedule considerations. The deliverables and schedule will be aligned with the Commission's Project delivery schedule in coordination with the Contractor.

CEQA and NEPA Environmental Clearances

- Facilitate coordination and communication with relevant stakeholders, ensuring the completion of all required tasks in pursuit of securing a CEQA and NEPA Categorical Exclusions for this Project.
- Coordinate with local, State, and Federal agencies, and other permitting entities to meet all environmental approvals and establish related permitting requirements. Consultant shall identify and comply with all permit applications necessary to satisfy all environmental agencies in order to receive approval for the construction of the Transit Facility.

- Provide the Commission with official CEQA and NEPA Environmental Clearance documentation from the environmental authorities having jurisdiction over the Project.
- Plan to lead and attend public meetings as required by the Commission, CEQA, NEPA, and all other environmental permitting authorities to verbally and in writing respond and address public comment regarding environmental topics, the environmental process and environmental documents. The Consultant shall anticipate in participating/leading a minimum of two (2) public meetings within the city of El Centro and a minimum of one (1) public hearing before the ICTC Board of Directors.
- Consultant shall receive community buy in to the Project with emphasis on community leaders, adjacent property owners and community members.

Additional Considerations

- Appropriate signage and pavement markings to navigate the gantry system day or night.
- Replace Asphalt (AC Paving), in the Bus Parking areas with Concrete.
- Resilience for the Commission is of utmost importance, to that end, an appropriately sized Natural Gas-powered Emergency Generator must be incorporated into the overall design to provide power to the busses.
- Risk Protector/Vandalism/Accidental Incidents. The inclusion of Bollards and/or other protective design elements necessary to protect electrical cabinets and any other vital equipment necessary for the 24-hour operation of the system.
- Consultant shall become familiar with the IID and County of Imperial EV Fleet requirements and coordinate their work for this project in a compliant manner including the design and recommended equipment. Consultant shall also research and present additional rebate and incentive programs for the Commission's consideration. Consultant shall support the Commission with the preparation of all work for all rebate and incentive programs as needed.

25. SAFETY REQUIREMENTS

Proposer must comply with the following Safety Guidelines:

- A. Proposer shall recognize the importance of performing services safely and responsibly to prevent damage, injury, or loss to individuals, and the environment. Proposer assumes responsibility for implementing and monitoring all Environmental Health and Safety precautions and programs related to the performance of services.
- B. The Proposer is solely responsible for providing a safe work environment for its employees, agents, and subcontractors. Any hazards or unsafe practices the Proposer may identify that it is unable to correct or are outside the Proposer's scope of responsibility must be promptly reported to the Commission. Commission reserves the right to discontinue operations at any time if it determines that actions are creating an unsafe environment or situation.
- C. The Proposer must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to Commission work areas.

- D. Proposers must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect proposer/subcontractor employees, Commission staff, and visitors.

- END OF SCOPE OF WORK -

ATTACHMENT A – SAMPLE AGREEMENT

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this _____ day
4 of _____, 2025, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION** ("ICTC") and _____, a _____
6 qualified to do business in California ("**CONSULTANT**") (individually, "Party;" collectively, "Parties").

7 **W I T N E S S E T H**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional architectural and engineering services for ICTC/Imperial Valley Transit (IVT) Administration,
10 Operations and Maintenance Facility project ("the Project"); and

11 **WHEREAS**, ICTC desires to engage CONSULTANT to provide services by reason of its
12 qualifications and experience for performing such services, and CONSULTANT has offered to provide the
13 required services for the Project on the terms and in the manner set forth herein.

14 **NOW, THEREFORE**, ICTC and CONSULTANT have and hereby agree to the following:

15 1. **DEFINITIONS.**

16 1.1. "Proposal" shall mean CONSULTANT's proposal entitled "ICTC/IVT Administration,
17 Operations and Maintenance Facility Scope of Work " dated _____. The Proposal is attached as
18 **Exhibit "A"** and incorporated herein by this reference.

19 2. **CONTRACT COORDINATION.**

20 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
21 progress and execution of this Agreement. _____ is hereby designated as the Contract Manager for
22 CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement
23 require a substitute Contract Manager for any reason, the Contract Manager's designee shall be subject to
24 the prior written acceptance and approval of ICTC.

25 3. **DESCRIPTION OF WORK.**

26 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
27 event of a conflict among this Agreement and the Proposal, this Agreement shall take precedence over the
28 Proposal.

1 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
2 rate set forth in Exhibit "A".

3 4. WORK TO BE PERFORMED BY CONSULTANT.

4 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
5 and this Agreement.

6 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
7 performance of the obligations assumed by CONSULTANT hereunder.

8 4.3. CONSULTANT shall:

9 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
10 may be necessary and incidental to the due and lawful prosecution of the services to be performed
11 by CONSULTANT pursuant to this Agreement;

12 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
13 informed of all applicable existing and proposed federal, state and local laws, ordinances,
14 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
15 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
16 services under this Agreement;

17 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
18 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

19 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
20 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
21 drawings, specifications or provisions of this Agreement.

22 4.3.5 Comply with all terms, conditions, and requirements of the Request for Proposal and
23 this Agreement, including all FTA requirements included in Exhibit F (Attachment D) of the
24 Request for Proposal. This agreement also considers any modifications/updates to any FTA required
25 language and regulations prior to the award of contract.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
5 including confidential information, in response to a subpoena, court order, or other legal process.
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
11 and understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
13 possessing all required licenses and authorities to do business in the State of California and perform all
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
16 provide any other services, or materials, in connection therewith until CONSULTANT has received
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
27 material and would not enter into this Agreement with CONSULTANT if such representations were not
28 made.

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed _____ unless
3 otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a not to exceed time and material basis upon completion of the
6 project or as set forth in the cost schedule attached hereto as **Exhibit "A"**. ICTC shall pay CONSULTANT
7 for completed and approved services upon presentation of its itemized billing. Notwithstanding the
8 foregoing, ICTC shall retain 10% of the total compensation until the work to be performed has been
9 completed in accordance with this Agreement, as determined by ICTC, and payment in full of all
10 subcontractors of CONSULTANT.

11 8. METHOD OF PAYMENT.

12 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a
13 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.
14 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the
15 normal course of business within thirty (30) days after the claim is submitted.

16 9. TERM AND TIME FOR COMPLETION OF THE WORK.

17 9.1. This Agreement shall commence on the date first written above and shall remain in effect
18 through completion of the Project unless otherwise terminated as provided herein.

19 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
20 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
21 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
22 negligence or lack of due care on the part of CONSULTANT.

23 10. SUSPENSION OF AGREEMENT.

24 ICTC shall have the authority to suspend this Agreement, wholly or in part, for such period as
25 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
26 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
27 date of suspension.

28 11. SUSPENSION AND/OR TERMINATION.

1 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying
2 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
3 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
4 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of
5 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
6 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and
7 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
8 appointed and the decision of the arbitrator shall be binding upon the Parties.

9 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
10 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
11 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
12 permanent property of ICTC.

13 12. INSPECTION.

14 CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that
15 the services of CONSULTANT are being performed in accordance with the requirements and intentions of
16 this Agreement. All work done and materials furnished, if any, shall be subject to ICTC's inspection and
17 approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill
18 its Agreement as prescribed.

19 13. OWNERSHIP OF MATERIALS.

20 All original drawings, videotapes and other materials prepared by or in possession of
21 CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be
22 delivered to ICTC upon demand.

23 14. INTEREST OF CONSULTANT.

24 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
25 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
26 performance of the services hereunder.

27 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
28 person having such an interest shall be employed.

1 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

4 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
5 shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials,
6 and employees, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether
7 in contract, tort or strict liability, including but not limited to personal injury, death at any time and
8 property damage), and from any and all claims, demands and actions in law or equity (including
9 reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence,
10 recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers
11 in the performance of professional services under this Agreement.

12 B. Other Indemnities. Other than in the performance of professional services, and to the
13 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its
14 members, board members, officers, officials, and employees, from any and all loss, liability, fines,
15 penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not
16 limited to personal injury, death at any time and property damage), and from any and all claims,
17 demands and actions in law or equity (including reasonable attorney's fees and litigation expenses)
18 arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
19 Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of
20 its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall
21 not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active
22 negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,
23 officers, officials, employees, agents or volunteers.

24 C. If Consultant should subcontract all or any portion of the services to be performed under
25 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend
26 ICTC and its members, board members, officers, officials, employees, agents and volunteers in
27 accordance with the terms of the preceding paragraphs.

28 D. This section shall survive termination or expiration of this Agreement.

16. INDEPENDENT CONTRACTOR.

In all situations and circumstances arising out of the terms and conditions of this Agreement, CONSULTANT is an independent contractor, and as an independent contractor, the following shall apply:

16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the requirements and results specified by this Agreement or any other agreement.

16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of the requirements of this Agreement.

16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to ICTC's employee.

16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICTC.

16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind or obligate ICTC in any way without the written consent of ICTC.

17. INSURANCE.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by ICTC's Executive Director or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance 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 of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$4,000,000 aggregate for products and completed operations

\$4,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

1 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the
2 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford
3 no less coverage than the primary insurance policy(ies).

4 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
5 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.
6 At no time shall ICTC be responsible for the payment of any deductibles or self-insured retentions.

7 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
8 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
9 notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of
10 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish ICTC with a
11 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
12 expire during the work to be performed for ICTC, Consultant shall provide a new certificate, and
13 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
14 expiration date of the expiring policy.

15 The General Liability and Automobile Liability insurance policies shall be written on an
16 occurrence form. The General Liability (including ongoing operations and completed operations) and
17 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,
18 officials, employees and agents as an additional insured. All such policies of insurance, excluding
19 Professional Liability and Workers Compensation, shall be endorsed so Consultant’s insurance shall be
20 primary and no contribution shall be required of ICTC, its members, board members, officers, officials,
21 employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of
22 protection afforded to ICTC, its members, board members, officers, officials, employees and agents.
23 The Workers’ Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its
24 members, board members, officers, employees, agents and volunteers.

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

27 (i) The retroactive date must be shown, and must be before the effective date of this Agreement
28 or the commencement of work by Consultant.

1 (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5
2 years after completion of the work or termination of the Agreement, whichever first occurs.

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

7 (iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

8 (v) These requirements shall survive expiration or termination of the Agreement.

9 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting
10 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
11 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**
12 **ICTC's execution of the AGREEMENT and before work commences.** Upon request by ICTC,
13 Consultant shall provide for review of redacted copies of insurance policies at Consultant's corporate
14 office. This requirement shall survive expiration or termination of this Agreement.

15 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
16 Consultants fail to maintain any required insurance in full force and effect, all work under this
17 Agreement shall be discontinued immediately, until notice is received by ICTC that the required
18 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
19 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for
20 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve
21 Consultant of its responsibilities under this Agreement.

22 The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the
23 liability of Consultant, including, without limitation, liability under the indemnity provisions of this
24 Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of whether any
25 insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits do
26 not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or
27 purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the
28 liability of Consultant, its principals, officers, agents, employees, persons under the supervision of

1 Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by
2 any of them.

3 If Consultant should subcontract all or any portion of the services to be performed under this
4 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of
5 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance
6 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and
7 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the
8 sub-Consultant.

9 18. ASSIGNMENT.

10 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
11 CONSULTANT without the prior written consent of ICTC. CONSULTANT may employ other
12 specialists to perform services as required with prior approval by ICTC.

13 19. NON-DISCRIMINATION.

14 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
15 against any employee or applicant for employment or employee of ICTC or member of the public
16 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
17 evaluation and treatment of its employees and applicants for employment and employees and members
18 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
19 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
20 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
21 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
22 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
23 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
24 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
25 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
26 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
27 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
28

discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant to this Agreement.

20. NOTICES AND REPORTS.

20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

ICTC

CONSULTANT

Attn: Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave., Ste 104
El Centro, CA 92243

20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

20.3. Any notice given by mail shall be considered given when deposited in the United States Mail, postage prepaid, addressed as provided herein.

21. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between ICTC and CONSULTANT relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

22. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

23. PARTIAL INVALIDITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender. CONSULTANT

as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of CONSULTANT shall be joint and several if more than one person, firm or entity executes the Agreement.

25. WAIVER.

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

26. CHOICE OF LAW.

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. Any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

27. ATTORNEY'S FEES.

If either Party herein brings an action to enforce the terms thereof or declare rights hereunder, each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

28. AUTHORITY.

Each individual executing this Agreement on behalf of CONSULTANT represents and warrants that:

28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of CONSULTANT;

28.2. Such execution and delivery is in accordance with the terms of the Articles of Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

29. COUNTERPARTS.

This Agreement may be executed in counterparts.

30. ADDITIONAL FEDERAL CLAUSES.

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the Additional Federal Clauses attached hereto as **Attachment D as “Required Clauses”** and incorporated by this reference as though fully set forth herein.

31. NON-APPROPRIATION.

31.1. All obligations of ICTC are subject to appropriation of resources by various federal, State, and local agencies, including but not limited to the U.S. Department of Transportation (“DOT”), Federal Transit Administration (FTA) and the California Department of Transportation (“Caltrans”).

31.2. This Agreement is valid and enforceable only if sufficient funds are made available to ICTC for the purposes of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or ICTC, and any regulations prescribed therefrom, that may affect the provisions, terms, or funding of this Agreement.

31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended or terminated in order to reflect said reduction in funding.

32. PREVAILING WAGE.

32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at ICTC and available to any interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at the Project site.

32.3. CONSULTANT hereby acknowledges and stipulates to the following:

32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and

32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and

32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day's work; and

32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. ICTC hereby notifies CONSULTANT that CONSULTANT is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

33. REVIEW OF AGREEMENT TERMS.

This Agreement has been reviewed and revised by legal counsel for both ICTC and CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

**IMPERIAL COUNTY
TRANSPORTATION COMMISSION:**

CONTRACTOR:

By: _____

Chairperson

By: _____

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ATTEST:

CRISTI LERMA
Secretary to ICTC

APPROVED AS TO FORM:

ERIC HAVENS
County Counsel

By: _____
County Counsel

ATTACHMENT B - COST PROPOSAL FORM

| | | | |
|---|--|--|--|
| Name of Offeror/Contractor | | Supplies and/or Services to be Furnished | |
| Home office address | | | |
| Division(s) and Locations where Work is to be performed | | Imperial County Transportation Commission Solicitation/Bid/Proposal/Contract Number/Change Notice/Change Order Number: | |

NOTE: For proper calculations of cost elements link additional sheets to this summary page.

| | | | | |
|---|---|---|-----------|-----------------|
| 1. Direct Labor | Est. Hours | Rate Per Hour | Est. Cost | Total Est. Cost |
| 2. | 0.00 | \$0.00 | \$0.00 | |
| 3. | 0.00 | \$0.00 | \$0.00 | |
| 4. | 0.00 | \$0.00 | \$0.00 | |
| TOTAL DIRECT LABOR | | | \$0.00 | |
| 6. Labor Overhead (O/H) | O/H Rate | x Base = Est. Cost | | |
| 7. | 0% | \$0.00 | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | TOTAL LABOR OVERHEAD | | \$0.00 |
| 11. Fringe Benefits Overhead | FB O/H Rate | x Base = Est. Cost | | |
| 12. | 0% | \$0.00 | | |
| 13. | | | | |
| TOTAL FRINGE BENEFITS OVERHEAD | | | \$0.00 | |
| 15. Direct Material | | Est. Cost | | |
| 16. a. Purchase Parts | | \$0.00 | | |
| 17. b. Subcontracted items | | \$0.00 | | |
| 18. c. Other | | \$0.00 | | |
| 19. | | TOTAL DIRECT MATERIAL | | \$0.00 |
| 20. Equipment | | Unit Cost | Est. Cost | |
| 21. | | \$0.00 | \$0.00 | |
| 22. | | \$0.00 | \$0.00 | |
| TOTAL EQUIPMENT | | | \$0.00 | |
| 24. Travel | | Est. Cost | | |
| 25. a. Transportation | | \$0.00 | | |
| 26. b. Per Diem or Submissions | | \$0.00 | | |
| TOTAL TRAVEL | | | \$0.00 | |
| 28. Other Direct Costs (See Line 55, details) | | Est. Cost | | |
| 29. | | \$0.00 | | |
| 30. | | \$0.00 | | |
| 31. | | \$0.00 | | |
| 32. | | TOTAL OTHER DIRECT COSTS | | \$0.00 |
| 33. Consultants/Subcontractors (See Line 50, details) | | Est. Cost | | |
| 34. | | \$0.00 | | |
| 35. | | \$0.00 | | |
| 36. | | \$0.00 | | |
| 37. | | TOTAL CONSULTANTS/SUBCONTRACTORS | | \$0.00 |
| 38. | | | | |
| 39. | TOTAL DIRECT AND OVERHEAD COSTS (Total Lines 5, 10, 14, 19, 23, 27, 32 and 37) | | | \$0.00 |
| 40. General and Administrative Expense | Rate % | % x Line 39 | | |
| 41. | 0% | \$0.00 | | |
| TOTAL GENERAL AND ADMINISTRATIVE EXPENSE | | | \$0.00 | |
| TOTAL ESTIMATED COSTS (Total Lines 39 & 42) | | | \$0.00 | |
| 44. Fee | Rate % | % x Line 5,10, 14 | | |
| 45. | 0% | \$0.00 | | |
| TOTAL FEE | | | \$0.00 | |
| TOTAL ESTIMATED COST/PROPOSED PRICE AND FEE (Total of Lines 43 & 46) | | | \$0.00 | |

| | | | | |
|---|---------------|---|---------|--------|
| 49. | | | | |
| 50. Identify Consultant(s) (Refer to Line 28) | Task Assigned | Contract Type | Amount | |
| 51. | | | \$0.00 | |
| 52. | | | \$0.00 | |
| 53. | | | \$0.00 | |
| 54. Total | | | | \$0.00 |
| 55. Identify Other Direct Costs (Refer to Line 33) | | | Amount | |
| 56. | | | \$0.00 | |
| 57. | | | \$0.00 | |
| 58. Total | | | | \$0.00 |
| 59. Has any Agency of the United States Government, State government, local public agency or Imperial County Transportation Commission performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No. | | | | |
| 60.b. Agency Name/Address | | 60c. Individual to contact/Telephone Number | | |
| 61. As required by Imperial County Transportation Commission, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs. | | | | |
| 62. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to Imperial County Transportation Commission's Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of | | | | |
| 63. CERTIFICATE The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer. | | | | |
| 64. CERTIFICATE OF CURRENT COST OR PRICING DATA This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to Imperial County Transportation Commission's Contracting Officer or to Imperial County Transportation Commission's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and Imperial County Transportation Commission that are a part of the proposal. | | | | |
| 65. This proposal as submitted represents our best estimates and/or actual costs as of this date. | | | | |
| 66. Type Name and Title of Authorized Representative | | Signature | Date*** | |
| * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Request for Proposal No., Change Order No., Modification No., etc.) ** Insert the day, month and year when price negotiations were concluded and price agreement was reached. *** Insert the day, month and year of signing (i.e.. When price negotiations were concluded and mutual agreement was reached on contract | | | | |

- END OF ATTACHMENT B -

ATTACHMENT C – REQUIRED FORMS & CERTIFICATIONS

BUY AMERICA CERTIFICATION

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

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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

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

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

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

Date _____
Signature _____
Company _____
Name _____
Title _____

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

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

Date _____
Signature _____
Company _____
Name _____
Title _____

CERTIFICATIONS AND RESTRICTIONS ON LOBBYING

I, _____ hereby
certify (Name and title of Principal)

On behalf of

that: (Name of Bidder/Company Name)

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

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

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

Signature of authorized representative (Principal) _____ Date ____ / ____ / ____

Type or print name: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Contractor Name:_____

Date:_____

Signature of Authorized Official_____

Name and Title of Contractor's Authorized Official_____

DRUG FREE WORKPLACE CERTIFICATION

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

_____ that (Name of company)

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

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

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

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

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

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

CERTIFICATION:

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

Executed this _____ day of _____, 20 _____

By _____
(Signature of authorized official)

(Title of authorized official)

NON-COLLUSION CERTIFICATION OF PROPOSING PRIME CONTRACTOR

I _____ of _____ certify that:
(Printed name of authorized representative) (Proposing Company name)

- 1) Am fully informed with respect to the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
- 2) Such Proposal is genuine and is not a collusive or sham Proposal;
- 3) Neither the said Proposing Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, Bidding Sub-contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposing company, firm or person to fix the price or prices in the referenced proposal or of any other Bidding or Proposing Company, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Bidding or Proposing Company, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against any person interested in the proposed Contract; and
- 4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposing Company or any of its agents, representatives, owners, employees, or parties in interest, including the undersigned.

Signature: _____

Title: _____

Date: _____

DBE PARTICIPATION

The following stated dollar (\$) amount will be the compensation paid to Disadvantaged Business Enterprise (DBE) Firms certifiable or certified under the provisions of the "Imperial County Transportation Commission DBE Program". **The project DBE Goal is 14%**

Total Contract Amount \$ _____

Firm Name: _____

Firm Address: _____

Description of Work: _____

Total Contract Amount \$ _____

Firm Name: _____

Firm Address: _____

Description of Work: _____

Total Contract Amount \$ _____

Firm Name: _____

Firm Address: _____

Description of Work: _____

Total DBE percentage participation _____ %

Total dollar value of DBE participation \$ _____

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

Name of Bidder: _____

Company Name: _____

CALIFORNIA LEVINE ACT

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

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

Board Members: <https://www.imperialctc.org/about-ictc/commission>

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

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

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

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

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

ATTACHMENT D – FTA TERMS AND CONDITIONS

1. **Incorporation of FTA Terms.** The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.
2. **Access to Records.** The following access to records requirements applies to this Agreement:
 - a. Where the Commission is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Commission, the FTA Administrator, the Comptroller General of the United States or any of them authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. Where any Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Commission, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - c. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - d. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Commission, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).
3. **Civil Rights**
 - a. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of

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

- b. Equal Employment Opportunity— The following equal employment opportunity requirements apply to the Agreement:
 - i. Race, Color, Creed, National Origin, Sex— In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. Age— In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - iii. Disabilities— In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

4. Disadvantaged Business Enterprises.

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

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

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

7. Fly America Requirements. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal

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

8. **Cargo Preference.** Use of United Flag Vessels. The Contractor agrees: (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and (3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
9. **Disputes, Breaches, Defaults, and Litigation Notification.** Notification to the Commission; Flow Down Requirement. If a current or prospective legal matter that may affect the Commission or Federal Government emerges, the Contractor must promptly notify the Commission. The Contractor must include a similar notification requirement in its subcontractor contracts. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Commission or Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
10. **EEO.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
11. **No Obligation By The Federal Government.** The Commission and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a

party to this Agreement and shall not be subject to any obligations or liabilities to the Commission, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

14. Davis-Bacon and Copeland Anti-Kickback Acts.

a. Minimum wages

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full number of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employee's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

performed.

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

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

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

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

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination 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)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- b. Withholding - The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- c. Payrolls and basic records –
- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR p 3;

2. 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 5.12.3

d. Apprentices and trainees

i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the 'apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval,

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

- iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- e. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this act.
- i. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility –
 - i. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

15. Patent and Rights in Data.

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

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

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

1. Except for its own internal use, the Commission or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Commission or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below.

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

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

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

4. Unless prohibited by state law, upon request by the Federal Government, the Commission and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Commission or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Commission nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 6. Data developed by the Commission or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Agreement is exempt from the requirements of subsections (2), (3), and (4) of this clause, provided that the Commission or Contractor identifies that data in writing at the time of delivery of the contract work.
 7. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- iii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Commission and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - iv. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b. **Patent Rights**

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

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

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

18. Safe Operation of Motor Vehicles.

Seat Belt Use

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

Distracted Driving

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

19. Suspension and Debarment.

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

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

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

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

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

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

23. Contract Work Hours and Safety Standards.

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

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

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

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

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

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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

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

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

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

Date _____
Signature _____
Company _____
Name _____
Title _____

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

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

Date _____
Signature _____
Company _____
Name _____
Title _____

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

27. Termination

- a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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

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

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

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

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

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

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

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

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

28. Conformance with ITS National Architecture.

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

29. Trafficking in Persons.

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

30. Federal Tax Liability and Recent Felony Convictions.

The contractor certifies that it:

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

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

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

31. Notice to Third Party Participants.

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

32. Notification to FTA.

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

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

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

c. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the Commission, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the Commission and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Commission. It also applies to subcontractors at any tier. Knowledge, as used in this

paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the Commission, including divisions tasked with law enforcement or investigatory functions.

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the FTA or the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the AWARDING AGENCY for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the AWARDING AGENCY's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation or the FTA.
- E. AWARDING AGENCY Approval of Subagreements. The AWARDING AGENCY shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not

enter into any Subagreements unless the same are approved in writing by the AWARDING AGENCY. Any proposed amendments or modifications to such Subagreements must be approved by the AWARDING AGENCY prior to implementation.

Legal Matters Concerning a Covered Transaction

- A. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, ICTC must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.
 2. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government’s administration or enforcement of federal laws, regulations, and requirements.
 3. ICTC must promptly notify the STATE, if ICTC has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between ICTC and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of ICTC. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of ICTC, including divisions tasked with law enforcement or investigatory functions.

ATTACHMENT E – PROPOSAL SUBMITTAL CHECKLIST

| | | Yes | No |
|----|---|--------------------------|--------------------------|
| 1. | Proposal Submittal Checklist (Attachment E) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Technical Proposal | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Cost Proposal Form (Attachment B) | <input type="checkbox"/> | <input type="checkbox"/> |
| | SUBMITTED SEPARATELY FROM ALL OTHER REQUIRED PROPOSAL FORMS | | |
| 4. | Agreement and Insurance Requirements (Reference Attachment A) | <input type="checkbox"/> | <input type="checkbox"/> |
| | ANY PROPOSED EXCEPTIONS SHALL BE NOTED AND SUBMITTED WITH PROPOSAL FOR CONSIDERATION BY COMMISSION | | |
| 5. | Required Forms & Certifications (Attachment C) | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Proof of Registration with the DIR | <input type="checkbox"/> | <input type="checkbox"/> |

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

Vendor Signature:_____

Company Name:_____

Date:_____

- END OF ATTACHMENT E -

APPENDIX A – PHOTOGRAPHS AND MAPS

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

Aerial View (for reference only)



Aerial View of the subject 19.6-acre parcel at 2204-2208 LaBrucherie Rd, El Centro, CA., future home of the Imperial Valley Transit Administration, Operations and Maintenance Facility.

Assessor's Map Bk. 64
County of Imperial, California

APPENDIX B – REFERENCE DOCUMENTS

ICTC ZEV Strategy and Final Report

Phase 1 and 2 ESA Report

ICTC Adams Ave, PHS 1 Final Report