

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**  
**REQUEST FOR PROPOSALS**  
**CONSTRUCTION MANAGEMENT SERVICES**

**I. PROPOSAL REQUEST**

The Central Contra Costa Transit Authority (CCCTA) is soliciting qualified firms to submit proposals for Construction Management Services for the Diablo Valley College Transit Center Project.

Interested firms should submit proposals that contain all information required herein to Celinda Dahlgren, Director of Administration, Central Contra Costa County Transit Authority, 2477 Arnold Industrial Way, Concord, CA 94520 prior to 2:00 p.m. on June 12, 2009.

**II. BACKGROUND/PROJECT DESCRIPTION**

The Central Contra Costa Transit Authority is a joint powers authority transit agency serving the cities of Central Contra Costa County, located northeast of San Francisco. The cities served by CCCTA are Clayton, Concord, Danville, Lafayette, Orinda, Moraga, Martinez, Pleasant Hill, San Ramon, Walnut Creek, and the unincorporated communities of Pacheco and Alamo.

The Diablo Valley College Transit Center is a project proposed for the Pleasant Hill campus of Diablo Valley College located in the City of Pleasant Hill. The facility is strategically located at the main entrance to the college campus off of Golf Club Drive. Upon completion of this phase of the project, the facility will include ten bus bays, and three architecturally-constructed bus shelters.

Modest landscaping, an information kiosk and signage, and bicycle racks will be provided. The facility has the potential for further expansion in the future although such expansion is not a part of the work contemplated by this RFP.

CCCTA has a series of grants, consisting of local, State, and Federal funds to construct the Diablo Valley College Transit Center – Phase 1. The Phase 1 facility is designed for 10 full-size transit vehicles.

Because this project is a partnership between CCCTA and the Contra Costa Community College District (CCCCD), of which Diablo Valley College is a part, both CCCTA and CCCCDD will be involved with the oversight of this project to completion. The successful bidder for Construction Management Services must be able to work with both parties in a cooperative and collaborative manner.

In keeping with the requirements of the Department of the State Architect (DSA), the Contra Costa Community College District will provide an Inspector of Record (IOR) who will be responsible for inspections and interface directly with the Contractor on Requests for Information, submittals, and testing. CCCTA will contract separately with the IOR for these services.

The purpose of this RFP is to solicit the full range of Construction Management Services for the Diablo Valley College Transit Center - Phase 1 project, including, but not limited to, Construction Administration, and Construction Control Staking.

At this time, CCCTA is finalizing the specification and contract document for the civil site work. This RFP is soliciting all necessary construction management services for Phase 1 of the project.

Advertising the site work project to potential bidders is scheduled for approximately June 18, 2009, depending upon the date of Authorization to Proceed from the CCCTA Board of Directors and the CCCCDC. Construction contract award is anticipated to occur in July 2009.

Plans and contract documents for both projects are being prepared by DKS Associates.

It is anticipated that the DKS team will be available to the selected Construction Management Services consultant throughout the duration of construction to provide as-needed project support related to interpretation of the plans and specifications, and for review of submittals, preparation of plan edits associated with contract change orders and requests for information. DKS will also review plan materials on site prior to installation, participate in periodic consultation with construction observer, and participate in one meeting to review the final punch list. Finally, DKS will also be responsible for the preparation of Record Documents. DKS in its capacity as the Project Engineer for the design will not directly provide any services called for in this Request for Proposals related to Construction Management Services.

The draft plans and specifications for the site work project, and also for the building project, are available for review during regular business hours at the CCCTA offices. These plans are subject to modifications and should be used by potential proposers only to obtain a general understanding of the project scope.

Throughout the duration of the Construction Management Services contract the selected Consultant will work under the general direction of the CCCTA Project Manager, and the CCCCDC Consulting Architect.

### **III. SUBMITTAL OF PROPOSALS**

#### **A. Requests for Clarifications, Corrections or Modifications of the Contract Specifications**

Any requests for clarifications, corrections or modifications of the Contract specifications shall be submitted in writing to Celinda Dahlgren, CCCTA Project Manager, by June 4, 2009. Any interpretation, change, or correction of said specifications will be made by addenda only, duly issued by CCCTA no later than June 8, 2009. Copies of such addenda will be mailed or delivered to each firm receiving a set of specifications. All oral modifications of these conditions or specifications are void and ineffective. CCCTA reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

**B. Proposal Due Date**

Proposers are requested to submit one original, three (3) hard copies, and two (2) CDs, each containing an electronic PDF copy, of the Proposal to CCCTA. In case of any discrepancies, the hard copy will be considered by CCCTA in evaluating the Proposal, and the electronic version is provided for administrative convenience only. Proposals should be submitted in a sealed envelope marked “Construction Management Services for the Diablo Valley College Transit Center Project,” and plainly endorsed with the Proposer’s name and address. Proposals will be sent or delivered to the following address:

Celinda Dahlgren, Director of Administration, Central Contra Costa County Transit Authority, 2477 Arnold Industrial Way, Concord, CA 94520

Proposals must be received no later than **June 12, 2009, at 5:00 p.m.** Proposals received after the time and date specified will not be considered. CCCTA is not responsible for deliveries delayed for any reason. Submission of a Proposal shall constitute a firm offer to CCCTA for 120 days from the submission deadline for Proposals.

Should firms interested in submitting a Proposal have questions regarding the required services, the contents of the Proposal, the selection procedures or any other requirements, these questions should be directed to Celinda Dahlgren, Director of Administration, at (925) 680-2045 or via email at [dahlgren@cccta.org](mailto:dahlgren@cccta.org)

Each Proposal Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal.

**IV. PROJECT TIMELINE**

RFP Issue Date	May 26, 2009
Request for Clarification Due Date	June 4, 2009
Proposals Due	June 12, 2009
Interviews (tentative date, and if necessary)	June 16, 2009
Contract Award	June 18, 2009
Notice to Proceed	June 24, 2009
Kick-Off Meeting	July 17, 2009
Construction Pre-Proposal Meeting – Site Work	June 8, 2009
Construction Contract Notice to Proceed – Site Work	July 16, 2009
Site Work Construction Project Closeout	February 28, 2010

**V. WITHDRAWAL OF PROPOSAL**

Submission of a Proposal shall constitute a firm offer to CCCTA for 120 days from the submission deadline for Proposals.

A Proposer may withdraw his or her Proposal anytime before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the address indicated above. A telephone request is not acceptable.

**VI. SCOPE OF SERVICES**

The consultant will be expected to provide all Construction Management Services needed for the Diablo Valley College Transit Center - Phase 1 project. The following are illustrative tasks that should be considered in preparing proposals. Consultant's scope of services will include these and all other services deemed to be necessary to achieve the objectives of this RFP.

- ▶ Designate a Resident Engineer.
- ▶ Attend the pre-bid conferences, and any other pre-construction activities.
- ▶ Review the Resident Engineer file and become familiar with all grant, environmental, permit, and other obligations that must be fulfilled by CCCTA.
- ▶ Plan, schedule and conduct the pre-construction conference.
- ▶ Construction control staking.
- ▶ Observe implementation of the Contractor's plan for storm water, traffic control, safety,

- etc. Work with Contractor to resolve deviations.
- ▶ Record management and document control. Record, file, catalog and access all correspondence, transmittals, and drawings.
  - ▶ Collect from the Inspector of Record the daily inspection reports and manpower/equipment reports identifying prime contractor and subcontractors on the job, work performed, workforce, equipment, etc.
  - ▶ Record drawings - including “redline” markups of construction drawings, shop drawings, as well as any notes pertaining to the “as-built” construction. Assure that these drawings are turned over to the Design Engineers.
  - ▶ Assist CCCTA Project Manager with enforcement of contract requirements. This includes adherence to all environmental mitigation measures, permit requirements, prevailing wage requirements, and other applicable requirements. Project is partially funded with Federal funds, so there are a number of important contract provisions that must be enforced, and documented, in accordance with applicable State and Federal laws, and grant requirements.
  - ▶ Regularly review the construction schedules provided by the construction contractor for completeness.
  - ▶ Review each payment request received from the Contractors for accuracy, correctness and comparison with the actual work completed. Ensure certified payroll reports are included with the progress payment requests. Make appropriate payment recommendations to CCCTA. Monitor construction costs relating to project budget and cash flow.
  - ▶ Evaluate, review, recommend and track contractor change orders and requests for information.
  - ▶ Resolution of problems at lowest level practicable; provide assistance as needed in resolving disputes, if any, between CCCC, CCCTA, and any contractor.
  - ▶ Prepare weekly progress reports to the CCCTA Project Manager. These reports will be written reports unless otherwise directed by CCCTA representative.
  - ▶ Keep the CCCTA Project Manager apprised of time-sensitive matters more frequently, as needed, provide recommendations, as warranted, and implement direction.
  - ▶ If needed, present status reports to the CCCTA Board of Directors, and the CCCC Board of Directors.
  - ▶ Oversight of Building Contractor re: Inspection/Materials testing for compliance with specifications.
  - ▶ Creation of punch-list and ensure resolution of all items.
  - ▶ Co-ordination of close out documents (i.e. warranties)
  - ▶ Assist CCCTA Project Manager in ensuring that construction contract is administered in accordance with all grant, environmental, permit, and other requirements that must be fulfilled by CCCTA.
  - ▶ The consultant(s) will receive general direction from the Central Contra Costa Transit Authority Project Manager assigned to this project.

## **VII. MINIMUM QUALIFICATIONS**

Must have a registered Civil Engineer on staff.

Must have Construction Management experience on at least one project with site paving, concrete work, site utilities and with steel fabrication work similar in scope to the DVC Transit Center project.

Must have experience working with public agencies and/or public/private partnership agencies.

## **VIII. PROPOSAL CONTENT**

To achieve a uniform review process and obtain the maximum degree of comparability, Proposals shall include the following components:

- A. Title Page (or Cover Letter).** A title page or cover letter identifying the RFP title, the name of the firm, the firm's address, and contact names and numbers for those individuals with authority to negotiate for and contractually bind the firm. Confirm that you will accept the Sample Professional Services Agreement included as Attachment A, or indicate any exceptions taken. See section XII below.
- B. Financial Capacity.** Provide information sufficient for CCCTA to determine the proposer's financial stability and responsibility. Proposers are requested to submit their most recent audited financial statements and balance sheets for the past two years and to disclose any information regarding pending financial issues, including any pending litigation against the organization that may impact its financial capacity.
- C. Professional Qualifications.** Provide a summary statement outlining the organization's history and experience in providing construction management services. Confirm that you meet the Minimum Qualifications set forth above. Identify any changes in ownership and/or major organizational changes that have occurred in the last five years. Provide an Organization Chart. List the main point of contact – Construction Manager – and any other key personnel that you propose to assign to this project. Submit resumes of each individual and the role he or she will play in the team.
- D. References.** List the names, addresses and telephone numbers of at least three (3) recent clients for similar projects who may be contacted regarding your firm, including at least two in a public agency. List local contacts, if available. Provide a brief description of the work you provided.
- E. Scope of Services.** Outline the deliverables and services to be rendered under the Agreement. Respond to the Scope of Services provided above and discuss approach and methodology, including approach to personnel and budget management, and work plan.
- F. Fee Structure.** To evaluate Consultants' understanding of the level of effort required to complete the scope of services outlined in this Request for Proposals,

Consultants must submit, **in a separate sealed envelope clearly marked with Proposer’s name and the words “Cost Proposal,”** a not-to-exceed total contract price proposal, including expenses, employees’ names, titles and unburdened hourly rates; and a cost breakdown by task for the work outlined in this Proposal. The hourly rates or unit prices quoted shall hold firm for the duration of this Contract.

**G. Additional Documents.**

Please submit the following forms with your proposal:

- 1. List of Prime Contractor and Subcontractors/Suppliers
- 2. Lobbying Certification
- 3. Levine Act disclosure, if required. See Section XIV.
- 4. Acknowledgement of Addenda

**IX. SELECTION CRITERIA**

CCCTA intends to award a Contract to the most qualified, responsible firm submitting a responsive proposal. Ranking will be based according to the following table and methodology. In determining the number of points a Proposal will receive in each category, CCCTA will consider the Proposal material submitted, oral interviews (if any are held) and any other relevant information about a given Proposer (for instance references). The proposals will be evaluated and rated based on the following factors:

**FIRM QUALIFICATIONS AND EXPERIENCE.....30%**

Organization chart and staff number – general organization of the firm in relation to work assignments and effectiveness of monitoring and control of work. Qualifications and relevant experience of construction manager and any other key personnel.

**REFERENCES.....10%**

**PROJECT UNDERSTANDING AND APPROACH .....30%**

Response to work scope in RFP. Identification of deliverables, proposed schedule, QA.

**FINANCIAL CAPACITY AND STABILITY .....30%**

CCCTA reserves the right to request additional information to clarify any Proposal. Following the initial review and screening of the Proposals, using the above listed criteria, one or more firms may be invited to participate in an interview. Attendees at an

interview should be restricted to those individuals who will have direct involvement with the program. Upon completion of review of the written submittals and interviews, if any, CCCTA will rank each firm in accordance with the criteria above.

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

This Request for Proposal does not commit CCCTA to awarding a Contract, to paying any costs incurred in the preparation of the Proposal for this request, or to procuring or contracting for services. CCCTA reserves the right to cancel in whole or in part this RFP, to reject any and all Proposals, to accept the Proposal it considers most favorable to CCCTA's interest in its sole discretion, and to waive irregularities or informalities in any Proposal or in the Proposal procedures. CCCTA further reserves the right to reject all Proposals and seek new Proposals when such procedure is considered by it to be in the best interest of CCCTA.

## **X. PROTEST PROCEDURES**

CCCTA maintains written procedures that must be followed for all Proposal protests. Protests based upon restrictive specifications or alleged improprieties in the RFP procedure shall be filed in writing at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon CCCTA staff's recommendation for award of the Contract shall be submitted in writing within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Because this contract is federally funded, CCCTA's final determination of protests may also be appealed to the FTA in accordance with the procedures set forth in FTA Circular 4220.1F, as may be periodically updated. FTA's review will be limited to protests alleging that CCCTA failed to have or follow its written protest procedures, failed to review a complaint or protest, or violated a federal law or regulation. The protest must be received by the FTA within five working days of the date the protester learned or should have learned of an adverse decision by CCCTA.

***Failure to comply with any of the requirements set forth in CCCTA's written Proposal procedures may result in rejection of the protest.***

## **XI. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250, *et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between CCCTA and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that CCCTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal or Bid as confidential. Additionally, Proposer may not designate its Price Proposal or other Proposal Forms as confidential.

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

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

## **XII. AGREEMENT FOR PROFESSIONAL SERVICES**

The firm selected by CCCTA to perform the services outlined in this RFP will be required to execute an Agreement for Professional Services (Agreement) with CCCTA. The general form of the Agreement is enclosed as **Attachment A**, so that Proposer has an opportunity to review the terms and conditions that will be included in the Agreement. If a Proposer desires any modifications to the form of Agreement, the proposed modifications must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

Your attention is directed to the "Insurance Provisions" of the Agreement for types and amounts of insurance that the Consultant will be required to maintain under the Agreement with CCCTA.

### **XIII. CONFLICT OF INTEREST**

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of CCCTA is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

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

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under CCCTA's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by CCCTA upon receipt. No person previously in the position of director, officer, employee or agent of CCCTA may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before CCCTA, or any officer or employee of CCCTA, for a period of twelve (12) months after leaving office or employment with CCCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or Contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to CCCTA. The Consultant shall not engage the services of any Subcontractor or Consultant on any work related to this Agreement if the Subcontractor or Consultant, or any employee of the Subcontractor or Consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Consultant becomes aware of an organizational conflict of interest in connection with the work performed thereunder, the Consultant immediately shall provide CCCTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. CCCTA will consider the conflict presented and the alternatives proposed and meet with the Consultant to determine an appropriate course of action. CCCTA's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, the Consultant must maintain lists of its employees, and the Subcontractors and Consultants used and their employees. The Consultant must provide this information to CCCTA upon request. Submittal of such lists does not relieve the Consultant of its obligation to assure that no organizational conflicts of interest exist.

**XIV. LEVINE ACT**

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

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

**XV. EX-PARTE COMMUNICATION**

Proposers and Proposers' representatives may not have ex parte communications with an officer, director, employee, or agent of CCCTA regarding this RFP until after a Notice to Proceed has been issued by CCCTA. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of CCCTA during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication between a Proposer (or the Proposer's representative) and CCCTA's General Manager, Board Member, officer or employee, regardless of who initiates the communication, other than as part of the procurement process specified herein, before CCCTA issues a Notice to Proceed, unless it is in writing and available for disclosure to the general public.

**XVI. FEDERAL REQUIREMENTS**

This project will be financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

**A. Energy Conservation**

The successful candidate will agree 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.

**B. Clean Water and Air Requirements**

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., and the Clear Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

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

**C. Lobbying**

Contractor shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to CCCTA. Contractor shall ensure that all of its subcontractors under this Contract shall certify the same. Prior to execution of this Agreement, Contractor shall submit the “Certification for Federal Aid Contracts,” included in the Contract Documents. CCCTA is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

**D. Access to Records and Reports**

Contractor shall provide all authorized representatives of CCCTA, the FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also 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 the same until CCCTA, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**E. 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 Agreement (Form FTA MA (15) dated October, 2008) between CCCTA and the 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 Contract.

**F. Recycled Products/Recovered Materials**

The Contractor will comply with Section 6002 of the Resource Conservation and Recovery Act, 42 USC § 6962, as may be amended, including but not limited to the provisions of 40 CFR Part 247 and Executive Order 12873 as they apply to the procurement of recycled goods, specifically, those items enumerated in 40 CFR Part 247, Subpart B. The Contractor shall include this requirement in any subcontract under this Contract valued at over \$10,000.

**G. No Obligation by the Federal Government**

1. CCCTA and the successful candidate will acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CCCTA , successful candidate , or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The successful candidate will agree 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 sub-consultant who will be subject to its provisions.

**H. Program Fraud and False or Fraudulent Statements or Related Acts**

1. The successful candidate will acknowledge 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 the proposed project. Upon execution of the underlying contract, the successful candidate will certify and affirm the truthfulness and accuracy of any statement it has

made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the successful candidate will further acknowledge 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 Consultant to the extent the Federal Government deems appropriate.

2. The successful candidate will also acknowledge that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful candidate, to the extent the Federal Government deems appropriate.
3. The successful candidate will agree 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 sub-consultant who will be subject to the provisions.

## **I. Suspension and Debarment**

This proposed contract is a covered transaction for purposes of 49 CFR Part 29. As such, the successful candidate will be required to verify that none of the consultant, 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.

The successful candidate 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 enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by CCCTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CCCTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **J. Privacy Act**

1. The successful candidate will agree to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the successful candidate will agree to obtain the express consent of the Federal Government before the successful candidate or its employees operate a system of records on behalf of the Federal Government. The successful candidate will understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The successful candidate will also agree to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **K. Civil Rights**

1. **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 successful candidate will agree 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 Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity** - The following equal employment opportunity requirements will apply to the proposed contract:
  - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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 Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

- b. 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
  - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
3. The successful candidate will also agree to include the foregoing 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

#### **L. Disadvantaged Business Enterprises**

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

It is the Authority's policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE's) can compete fairly for contracts and subcontracts relating to the Authority's construction, procurement and professional services activities. To this end, the Authority has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE's to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the Authority in meeting these commitments and objectives.

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

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

By submitting a proposal, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms.

A completed and signed List of Prime Contractor and Subcontractors/Suppliers form must be submitted with the proposal. This form includes information about the Proposer and all subcontractors/suppliers that provided a bid, quote or proposal. DBE firms listed must be currently certified by the California Unified Certification Program (UCP) or the firm's home state UCP.

The Civil Rights Administrator (CRA) maintains a DBE resource list of organizations that promote DBE participation in contracts. The California UCP DBE Directory is located on the Internet and includes certified DBE firms that provide construction, professional and other services, and materials, supplies and equipment. PROPOSERS are encouraged to use the UCP DBE Directory to contact subcontractors and suppliers. The UCP DBE directory does not in any way prequalify the listed firms with respect to licensing, bondability, competence or financial responsibility. The resource list and information from the UCP DBE Directory will be provided upon request.

Where the successful Contractor has indicated DBE firms will be utilized under this contract, Contractor shall submit to the CRA periodic progress and participation reports documenting that DBE utilization. These reports shall be prepared and certified correct by the Contractor or its authorized representative. The DBE reporting forms to be used for this purpose will be furnished by the CRA after award of contract.

The selected Contractor shall maintain records to verify applicable DBE participation. Such records shall show the name and business address of each DBE participating in the contract, the total dollar amount actually paid each DBE, and the date of payment. Contractor shall retain all records concerning DBE participation under this contract for not less than three years.

Contractor shall not make substitutions of previously approved DBE

subcontractors or suppliers without prior written approval from CCCTA.

The Authority reserves the right to request additional information regarding DBE participation in this Contract. Failure to submit the requested information and/or documentation within the times stated shall make the PROPOSER ineligible for award.

Any PROPOSER who would like additional information regarding DBE participation on this contract or the Authority's DBE Program may contact Janet Madrigal, Civil Rights Administrator, at 2477 Arnold Industrial Way, Concord, California 94520, 925/680-2044.

**M. Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 CCCTA requests which would cause CCCTA to be in violation of the FTA terms and condition.

**XVII. PREVAILING WAGES**

This agreement may involve the provision of work subject to the California Labor Code. The Consultant shall comply with the following requirements of the California Labor Code to the extent applicable.

Consultant shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, Consultant shall forfeit as a penalty to the Authority, an amount determined by the Labor Commissioner not to exceed Fifty Dollars (\$50.00), for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by it or by any subconsultant under it in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Consultant.

Pursuant to the provisions of Section 1773 of the Labor Code, CCCTA shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates will be on file at CCCTA's Administrative Office and will be available to any interested party on request. To the extent possible, such wage rates will be prominently posted. Pursuant to Labor Code

1810, eight hours labor constitutes a legal day's work. Consultant shall comply with the California Labor Code Sections 1810 to 1815, inclusive.

The Consultant to whom this Agreement is awarded shall sign and file with CCCTA's Contract Officer the following certification prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



**FORM OF PROPOSAL**

Name under which business is conducted \_\_\_\_\_

Business Address \_\_\_\_\_

Zip \_\_\_\_\_ Telephone \_\_\_\_\_

**IF SOLE OWNER**, Execute here  
I sign as sole owner of the business named above:

\_\_\_\_\_

**IF PARTNERSHIP**, Execute here  
The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority to do so: (one or more partners may sign)

\_\_\_\_\_

**IF CORPORATION**, Execute here  
The undersigned certify that they sign this contract proposal with full and proper authorization to do so:

\_\_\_\_\_

\_\_\_\_\_

Corporation Name \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

**IF JOINT VENTURE**, Execute here  
The undersigned certify that they sign this contract proposal with full and proper authorization to do so:

Joint Venture Name Composed of \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Proposal packages shall be placed in a sealed envelope marked Attention: Celinda Dahlgren , Request for Proposal, Construction Management – DVC Transit Center -County Connection, 2477 Arnold Industrial Way, Concord, CA 94520, prior to 2:00 Monday, April 10, 2009.

.PROPOSER acknowledges that it has received the following Addenda:

Addendum # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The PROPOSER understands that the Central Contra Costa Transit Authority reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the Central Contra Costa Transit Authority.

The PROPOSER has enclosed the following documents and completed forms:

- a. Form of Proposal/Cost Proposal Form
  - b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
  - c. List of Prime Contractor and Subcontractors/Suppliers
  - d. Certificate Regarding Lobbying and Disclosure Instructions
8. FIRM PROPOSAL All proposals shall remain in effect for one hundred twenty (120) days from the deadline for proposals to be submitted and may not be withdrawn.

EXHIBIT A- SAMPLE AGREEMENT

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_, 2009, by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY (“CCCTA”) and \_\_\_\_\_, (“CONTRACTOR”).

WHEREAS, CCCTA desires to obtain construction management services in connection with the construction of a proposed bus transit center at Diablo Valley College in Pleasant Hill, and has issued a Request for Proposals for such services, attached herein as Exhibit A and incorporated into this Agreement by this reference; and

WHEREAS, the CONTRACTOR has represented that it is experienced and skilled in performing such services, desires to furnish such services, and submitted a written proposal dated \_\_\_\_\_, attached herein as Exhibit B and incorporated into this Agreement by this reference; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. RENDITION OF SERVICES**

The CONTRACTOR agrees to provide construction management services to CCCTA in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing construction management services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**2. SCOPE OF SERVICES**

The scope of the CONTRACTOR’s services shall consist of the services set forth in Exhibit A.

**3. SCHEDULE AND TIME OF COMPLETION**

No work shall begin prior to CCCTA’s issuance of a Notice to Proceed. All services to be performed pursuant to this Agreement shall be completed by February 28, 2010, unless the Agreement is terminated sooner pursuant to Section 20.

**4. OWNERSHIP OF WORK**

All communications and materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR, including, but not limited to, reports, designs, drawings, plans, specifications, analyses, charts, tables, schedules, findings, analyses, submittals, conclusions, opinions, engineering drawings, standards, process sheets,

photographs, videos, manuals, technical reports and recommendations with respect to the subject matter of this Agreement, and raw and underlying data of such materials, regardless of format or media, including software, reports and other documentation (all of the foregoing, collectively, the "Work Product"), as instruments of professional services, shall be delivered to and become the property of CCCTA. CCCTA shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to CCCTA. If any materials are lost, damaged or destroyed before final delivery to CCCTA, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities. CONTRACTOR shall not be responsible for unauthorized modifications to Work Product by CCCTA or others.

Any and all rights of copyright to Work Product prepared under this Agreement are hereby assigned to CCCTA. Contractor agrees to execute any additional documents that may be necessary to evidence such an assignment.

## **5. RECORDS AND AUDITS**

All CONTRACTOR and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR shall permit CCCTA, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. The CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

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

## **6. CONFIDENTIALITY**

Any CCCTA materials to which the CONTRACTOR has access, or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONTRACTOR, its employees, subcontractors, or agents, shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of CCCTA's General Manager.

**7. KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that Celinda Dahlgren, Director of Administration shall serve as the primary staff person of CONTRACTOR to undertake, render and oversee all of the services under this Agreement

**8. USE OF SUBCONTRACTORS**

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of CCCTA, except for service firms engaged in drawing, reproduction, typing, and printing. CONTRACTOR shall be solely responsible for reimbursing any subcontractors and CCCTA shall have no obligation to them.

**9. CHANGES**

CCCTA may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 15, or in the time of required performance as set forth in Section 3, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, CONTRACTOR shall so advise CCCTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to CCCTA prior to the time that CONTRACTOR performs work or services related to any proposed adjustment. If approved by CCCTA, the pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

CONTRACTOR's failure to timely supply the written notice specified herein shall constitute a waiver of CONTRACTOR'S entitlement to an adjustment in compensation and/or time based on the unanticipated condition or contingency.

**10. RESPONSIBILITY; INDEMNIFICATION**

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

A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or willful misconduct of the CONTRACTOR or its employees, subcontractors or agents; or

B. Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

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

## **11. INSURANCE**

### **Types of Insurance**

Workers' Compensation. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to CCCTA a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to CCCTA.

The policy shall contain a waiver of subrogation in favor of the Central Contra Costa Transit Authority.

### **Commercial General and Automobile Liability Insurance**

Commercial General Liability Insurance. CONTRACTOR shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance shall include but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; personal injury; products and completed operations, advertising injury liability, and broad form property damage.

Automobile Liability. CONTRACTOR shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability

covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

Prior to commencing work or entering onto the property, CONTRACTOR shall file a Certificate of Insurance with CCCTA evidencing the foregoing coverages, including the following endorsements:

The insurance company(ies) issuing such policy(ies) shall give written notice to CCCTA of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.

That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which CONTRACTOR is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by CCCTA.

Such insurance shall include as additional insured the Central Contra Costa Transit Authority and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally. Inclusion of CCCTA as additional named insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and CCCTA in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

#### Professional Liability Insurance

CONTRACTOR shall also maintain Professional Liability Insurance covering CONTRACTOR's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, CONTRACTOR shall furnish to CCCTA a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to CCCTA.

#### General Conditions

Acceptable Insurance. All policies will be issued by insurers acceptable to CCCTA. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a form satisfactory to the General Manager of CCCTA and shall be issued specifically as primary insurance.

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

Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

CONTRACTOR will make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all additional insureds.

If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement.

Policy allows for reporting of circumstances or incidents that might give rise to future claims.

Failure to Procure or Maintain Insurance. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of the agreement.

Terms of Policies. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it shall remain in force in accordance with section 11.B.2 above.

Evidence of Insurance. CCCTA reserves the right to request a certified duplicate original of all policies required under this section.

## **12. CONFLICT OF INTEREST**

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

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

No person previously in the position of Director, Officer, employee or agent of CCCTA may act as an agent or attorney for, or otherwise represent, CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before

CCCTA, or any Officer or employee of CCCTA, for a period of 12 months after leaving office or employment with CCCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

**13. EQUAL EMPLOYMENT OPPORTUNITY -- NON-DISCRIMINATION ASSURANCE**

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement that may result in termination of this Agreement or such other remedy as CCCTA deems appropriate. CONTRACTOR shall obtain the same assurances from its joint venture partners and subcontractors by including this assurance in all subcontracts entered into under this Agreement.

**14. COMPENSATION**

The Consultant agrees to perform all of the services included in Section 2 for a total all inclusive sum not-to-exceed fee of [REDACTED] (\$ [REDACTED]). The total all inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant. The hourly rate shall be as set forth in Exhibit B. The Authority will pay the Consultant in accordance with Section 15.

**15. MANNER OF PAYMENT**

The Consultant shall submit progress billings at the end of each month. Charges will be based upon services performed during the billing period, at the hourly rates specified in Exhibit B. The billing statement will describe the charges related to the component work performed, as specified in Exhibit B. CCCTA shall endeavor to pay approved invoices within thirty (30) days of their receipt.

**16. CONTRACTOR'S STATUS**

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

**17. ASSIGNMENT**

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

**18. CCCTA WARRANTIES**

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

**19. CCCTA REPRESENTATIVE**

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

**20. TERMINATION**

For Cause. In addition to any other termination rights contained in this Agreement, CCCTA shall have the right, upon written notice to CONTRACTOR, to terminate this Agreement any time after the occurrence of any one or more of the following events:

CONTRACTOR fails to comply with any covenant or condition of this Agreement, and fails to correct such default within ten (10) days after CCCTA sends a written notice of default to the CONTRACTOR.

CONTRACTOR becomes insolvent or enters any bankruptcy or insolvency proceedings during the term of this Agreement.

CONTRACTOR abandons or discontinues operations hereunder.

In the event of termination for cause, CONTRACTOR shall be compensated only for those services already performed and expenses incurred up to the effective date of termination in full accordance with the requirements of this Agreement

For Convenience. The CCCTA shall have the right to terminate this Agreement at any time and for any reason by giving written notice to the CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall be compensated for the services performed



**24. ATTORNEYS' FEES**

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

**25. APPLICABLE LAW**

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

**26. MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

**27. SEVERABILITY**

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

**28. NO THIRD PARTY BENEFICIARIES**

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

**29. BINDING ON SUCCESSORS**

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

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

CCCTA:

CONTRACTOR:\*

CENTRAL CONTRA COSTA TRANSIT  
AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney for CCCTA

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

## **EXHIBIT A – SCOPE OF WORK**

### **SCOPE OF SERVICES**

The consultant will be expected to provide all Construction Management Services needed for the Diablo Valley College Transit Center - Phase 1 project. The following are illustrative tasks that should be considered in preparing proposals. Consultant's scope of services will include these and all other services deemed to be necessary to achieve the objectives of this RFP.

- ▶ Designate a Resident Engineer.
- ▶ Attend the pre-bid conferences, and any other pre-construction activities.
- ▶ Review the Resident Engineer file and become familiar with all grant, environmental, permit, and other obligations that must be fulfilled by CCCTA.
- ▶ Plan, schedule and conduct the pre-construction conference.
- ▶ Construction control staking.
- ▶ Observe implementation of the Contractor's plan for storm water, traffic control, safety, etc. Work with Contractor to resolve deviations.
- ▶ Record management and document control. Record, file, catalog and access all correspondence, transmittals, and drawings.
- ▶ Daily site visits. Take and record daily photographs and or video recordings of job progression. Submit these photographs/video recordings and written reports weekly to the CCCTA Project Manager.
- ▶ Review shop drawings and submittals for conformance with contract documents.
- ▶ Prepare daily inspection reports and manpower/equipment reports identifying prime contractor and subcontractors on the job, work performed, workforce, equipment, etc.
- ▶ Record drawings - including "redline" markups of construction drawings, shop drawings, as well as any notes pertaining to the "as-built" construction. Assure that these drawings are turned over to the Design Engineers.
- ▶ Assist CCCTA Project Manager with enforcement of contract requirements. This includes adherence to all environmental mitigation measures, permit requirements, prevailing wage requirements, and other applicable requirements. Project is partially funded with Federal funds, so there are a number of important contract provisions that must be enforced, and documented, in accordance with applicable State and Federal laws, and grant requirements.
- ▶ Regularly review the construction schedules provided by the construction contractor for completeness.
- ▶ Review each payment request received from the Contractors for accuracy, correctness and comparison with the actual work completed. Ensure certified payroll reports are included with the progress payment requests. Make appropriate payment recommendations to CCCTA. Monitor construction costs relating to project budget and cash flow.
- ▶ Evaluate, review, recommend and track contractor change orders and requests for information.
- ▶ Resolution of problems at lowest level practicable; provide assistance as needed in resolving disputes, if any, between CCCC, CCCTA, and any contractor.

- ▶ Provide weekly progress reports to the CCCTA Project Manager. These reports will be written reports unless otherwise directed by CCCTA representative.
- ▶ Keep the CCCTA Project Manager apprised of time-sensitive matters more frequently, as needed, provide recommendations, as warranted, and implement direction.
- ▶ If needed, present status reports to the CCCTA Board of Directors, and the CCCC Board of Directors.
- ▶ Oversight of Building Contractor re: Inspection/Materials testing for compliance with specifications.
- ▶ Creation of punch-list and ensure resolution of all items.
- ▶ Co-ordination of close out documents (i.e. warranties)
- ▶ Assist CCCTA Project Manager in ensuring that construction contract is administered in accordance with all grant, environmental, permit, and other requirements that must be fulfilled by CCCTA.
- ▶ The consultant(s) will receive general direction from the Central Contra Costa Transit Authority Project Manager assigned to this project.

## EXHIBIT B – FEDERAL REQUIREMENTS

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Pursuant to 49 CFR Part 29, Appendix B) EXHIBIT B

- (A) By signing and submitting this proposal, the PROPOSER is providing the signed certification set out below.
- (1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - (2) The PROPOSER shall provide immediate written notice to Authority if at any time the PROPOSER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - (3) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the Authority for assistance in obtaining a copy of those regulations.
  - (4) The PROPOSER agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
  - (5) The PROPOSER further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
  - (6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
  - (7) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (8) Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency

with which this transaction originated may pursue available remedies including suspension and/or debarment.

(B)



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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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 PROPOSER, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the PROPOSER understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name and Title of Authorized Official

\_\_\_\_\_ Date



14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

*(Attach Continuation Sheet(s), if necessary)*

15. Continuation Sheet(s) SF-LLL-A attached:  Yes  No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date: \_\_\_\_\_

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction Standard Form - LLL-A

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional CCCTA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional CCCTA, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).  
Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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