



REQUEST FOR PROPOSAL (RFP) No. 10-345

FOR

**ARCHITECTURAL DESIGN, ENGINEERING AND
FINAL CONSTRUCTION DRAWINGS FOR
FACILITY IMPROVEMENTS AT THE CITY OF NORWALK
TRANSPORTATION/PUBLIC SERVICES FACILITY**



**CITY OF NORWALK
PURCHASING DIVISION
12700 NORWALK BLVD., ROOM 6
NORWALK, CA 90650**

**RFP RELEASE: MONDAY, JANUARY 18, 2010
PRE-PROPOSAL CONFERENCE: MONDAY, FEBRUARY 1, 2010
SUBMISSION OF QUESTIONS: WEDNESDAY, FEBRUARY 3, 2010
PROPOSAL DUE: MONDAY, FEBRUARY 15, 2010**

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NOTIFICATION TO PROPOSERS

The City of Norwalk ("City") invites proposals from qualified and experienced firms ("Prospective Proposers") to provide Norwalk Transit System (NTS), a department of the City of Norwalk, a municipal government, architectural design, engineering and final construction drawings for the facility improvements at the City of Norwalk Transportation/Public Services Facility. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

Comments regarding this RFP provided by any other department, employee, or City of Norwalk office other than the Purchasing Division shall not be considered valid and the City will not be bound by any such comments or responses. All comments or questions to this RFP must be submitted in writing.

This is a Federal Transit Administration (FTA) project. The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all Offerors that the City will affirmatively assure that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received and to be the sole judge of the merits of the respective proposals received.

DATE: January 18, 2010
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 10-345
TITLE: ARCHITECTURAL DESIGN, ENGINEERING AND FINAL CONSTRUCTION DRAWINGS FOR FACILITY IMPROVEMENTS AT THE CITY OF NORWALK TRANSPORTATION/PUBLIC SERVICES FACILITY

The City of Norwalk ("City") invites proposals from qualified and experienced firms ("prospective Proposers") to provide Norwalk Transit System (NTS), a department of the City of Norwalk a municipal government, architectural design, engineering and final construction drawings for the facility improvements at the City of Norwalk Transportation/Public Services Facility. Proposals must be submitted in accordance with the conditions outlined in the Request for Proposal ("RFP") attached hereto.

The proposed agreement period shall be from Notice to Proceed (NTP) issuance through completion more clearly defined in Section 5, Additional Scope of Work.

Proposals must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00 a.m., on Monday, February 15, 2010 via U.S. Mail, FedEx, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Proposers are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Proposers responding to this RFP must submit the original and five (5) copies of their proposal in a sealed envelope clearly marked as follows:

*City of Norwalk
Purchasing Division, Room 6
12700 Norwalk Blvd.
Norwalk, CA 90650
RFP No. 10-345*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All inquiries and comments concerning this Request for Proposal shall be submitted in writing to:

*City of Norwalk
Purchasing Division, Room 6
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Christine Roberto*

A pre-proposal conference will be held at 10:00 a.m. on Monday, February 1, 2010, at the Norwalk Transportation/Public Services Facility, 12650 Imperial Hwy., Norwalk, CA. Attendance at the conference is mandatory. If applicable, the conference will be followed by a job walk to show prospective Proposers the City of Norwalk Transportation/Public Services Facility. No submittal will be accepted from any Proposer who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal

conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Norwalk department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. *With the exception of inquiries received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.*

The successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations and all applicable federal, state and local laws, and requirements. The City of Norwalk hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Norwalk reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

Issued by:

CITY OF NORWALK
Purchasing Division

Christine Roberto
Administrative Services Manager

ESTIMATED SCHEDULE OF EVENTS

1. Monday, January 18, 2010 REQUEST FOR PROPOSAL (RFP) RELEASE
2. Monday, February 1, 2010 PRE-PROPOSAL CONFERENCE
3. Wednesday, February 3, 2010 LAST DAY FOR SUBMISSION OF QUESTIONS
4. Monday, February 8, 2010 RESPONSE TO QUESTIONS
5. Monday, February 15, 2010 RFP DUE DATE
6. Monday, March 1, 2010* NOTIFY CONSULTANTS OF
SHORT-LIST SELECTION
7. Monday, March 8, 2010* INTERVIEWS HELD WITH
SHORT-LIST CONSULTANTS
8. Monday, March 15, 2010* BEST AND FINAL OFFERS DUE
9. Monday, March 22, 2010* FINAL CONSULTANT SELECTION
10. Tuesday, April 6, 2010* CITY COUNCIL APPROVAL
11. Tuesday, April 13, 2010* NOTICE TO PROCEED

*Tentative Dates

SECTION 1 - INSTRUCTIONS TO PROPOSERS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be in writing and must be received by the City of Norwalk Purchasing Division by 11:00am on Monday, February 15, 2010 via U.S. Mail, FedEx, UPS or courier or in person. Each Proposer must submit the original and five (5) copies of their Proposal in a sealed envelope addressed and clearly marked as follows:

*City of Norwalk
Purchasing Division, Room 6
12700 Norwalk Blvd.,
Norwalk, CA 90650
RFP No. 10- 345 "ARCHITECTURAL DESIGN, ENGINEERING AND FINAL
CONSTRUCTION DRAWINGS FOR FACILITY IMPROVEMENTS AT THE
CITY OF NORWALK TRANSPORTATION/PUBLIC SERVICES FACILITY"*

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the Proposer.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals will be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Proposer assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Proposers assume responsibility for having Proposals deposited on time at the place specified. Late proposals will not be accepted for any reason, and will be returned unopened, regardless of postmark.

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City of Norwalk. It shall be the right of the City of Norwalk to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

Request for Proposal (RFP)
Addenda to RFP
All other required forms

IP. 2 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Work required under this RFP, (2) Proposer comprehends all conditions that may impact the Proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Proposer's own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to the contact person in the Purchasing Division no later than 5:00pm, Wednesday, February 3, 2010. No questions will be answered individually by the Transportation Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFP No. 10-345". Questions may be faxed to (562) 929-5966, **ATTENTION:** Christine Roberto, Administrative Services Manager. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.5 REFERENCES

All reference information requested in the RFP and specified in the form included in this RFP must be submitted with the Proposal.

IP.6 PROPOSAL SIGNATURES

If an individual prepares the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership prepares the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officer and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

IP.7 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this invitation.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

IP.8 CITY OF NORWALK RIGHTS

At its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal, that in the opinion of the City is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;

5. Issue subsequent RFP's;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.9 LICENSING, PERMITS AND TAXES

All Proposals and prices quoted therein shall include applicable taxes. Each Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

Proposer shall submit copies within Proposal technical certifications, appropriate licenses from all federal, state, and local governments. Proposal shall describe which postings are in public view.

IP.10 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the RFP.

IP.11 CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.12 JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime subconsultant basis rather than as a joint venture. City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

IP.13 CERTIFICATIONS

Each Proposal shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

IP.14 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.15 PRICE SHEET

Each Proposal shall itemize the unit and extended price for each line item indicated on the price/cost sheets. The total price/cost shall include all things necessary for completion of all work indicated in the Scope of Work included herein.

IP.16 PROTEST PROCEDURES

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than five (5) days prior to the Proposal due date.

Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within five (5) days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IP.17 INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

IP.18 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that responsible Proposer whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Norwalk. Architectural and engineering service procurements must follow the Brooks Act and the mini Brooks Act required by state law which excludes price as an evaluation factor provided the price is fair and reasonable. Therefore, selection will be based on a comparative evaluation of professional qualifications including:

Qualifications of Proposer (35%)

The qualifications of the Proposer with appropriate license will be evaluated in terms of relevant experience in performing work of a similar nature, experience in projects funded by the Federal Transit Administration (FTA), experience working with other municipalities, strength and stability of the firm; capacity to perform the required services, minimum of three (3) years as a corporation, and assessment by client references.

Proposed Project Team and Organization (35%)

The organizational structure of the Proposer will be evaluated in terms of its effective use of personnel, relevant experience and time commitment of key personnel, especially the designated Project Manager and subconsultants (if applicable), logic of

project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules.

Detailed Work Plan and Schedule (30%)

The work plan will be evaluated to demonstrate Proposer's understanding of project scope and funding limitations; design approach; construction cost estimates; work schedule; logic, clarity, specificity, and overall quality.

IP.19 QUALIFICATIONS OF PROPOSER

This section of the proposal shall establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the Scope of Work shown in Section 4; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current work load; track record of meeting schedules on similar projects and supportive client references.

The Proposer shall:

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Proposer's ability to complete the project.
3. 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.
4. Describe specialized training, experience and professional competence in the area directly related to this RFP.
5. Identify subcontractors by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-contractor.
6. Provide a minimum of three (3) references for completed work similar to that in Scope of Work contained in this RFP. Furnish the contact name, title, address and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.

IP.20 PROJECT TEAM AND ORGANIZATION

This section of the proposal shall establish the method that will be used by the Proposer to manage the project as well as identify key personnel assigned.

The Proposer shall:

1. Provide the education, training, experience and applicable professional credentials of the proposed Project Manager.
2. Furnish brief resumes (two pages maximum per resume) for the proposed Project Manager and key personnel (including subconsultants).
3. Identify key personnel proposed to perform the specified tasks and include major areas of subconsultants work.
4. Provide a project organization chart that clearly delineates similar project experience among the project staff, including subconsultants if applicable.
6. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of Norwalk.

IP.21 DETAILED WORK PLAN AND SCHEDULE

The Proposer shall provide a narrative addressing the Scope of Work and demonstrating the Proposer's understanding of the City of Norwalk's needs and requirements.

The Proposer shall:

1. Describe the proposed approach and work plan for completing the tasks specified in the Scope of Work.
2. Discuss how the project team will conduct each task, and identify deliverables.
3. Submit a proposed preliminary timeline to achieve the completed project from the date of issuance of a Notice to Proceed (NTP).
 - a. The timeline for this project is one hundred eighty (180) days at which time City shall have in possession final approved construction drawings for facility improvements at the Transportation/Public Services Facility.
4. The description of the proposed approach shall discuss the tasks in sufficient detail to demonstrate the Proposer's ability to accomplish the project objectives.
5. Provide a schedule that shows the expected sequence of tasks, sub-tasks and important milestones; including, but not limited to, site analysis, planning, preliminary design submittals, alternative/concept design submittals, submittal of construction plans, specifications and estimates.
6. Describe approach to managing resources, including a description of the role(s) of any subconsultants, if applicable, their specific responsibilities, and how their work will be supervised.
7. Identify methods that Proposer will use to ensure quality, budget, and schedule control.

IP.22 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of the City of Norwalk or other City staff in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within sixty (60) calendar days after the opening of the Proposals.

IP.23 DBE PARTICIPATION

The City of Norwalk's overall anticipated level of DBE participation for FY 2009/10 is eight (8) percent of the federal financial assistance. No specific goals are set on a contract-by-contract basis. The goal is accomplished through the use of race-neutral measures in accordance with 49CFR, Part 26. The City encourages the following practices to promote open competitive practices for small businesses, including DBE's.

1. Attending pre-proposal or other pre-solicitation meetings, if scheduled, to provide information to small businesses and DBE's of contracting and subcontracting opportunities.
2. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation of small businesses, including DBE's.
3. Providing small businesses, including DBE's, which express interest, with adequate and timely information about plans, specifications and requirements of the contract.
4. Establishing lists of small businesses, including DBE's to contact regarding opportunities to participate on contracts.
5. Utilizing the services of community organizations, consultant groups and other organizations that provide assistance in the placement and recruitment of small businesses, including DBE's.

The City shall take all necessary steps to ensure non-discrimination in the award of all contracts to meet the objectives of the above-cited regulation.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement	The Contract to be negotiated and entered into by the City and the successful Proposer for the Work described in this RFP.
Proposer/Vendor/Contactor/Consultant	Any manufacturer, firm, company or agency providing services, equipment, software, or supplies for this RFP.
Change	Additions, deletions or other revisions to the Work within the general scope of the contract. The City, through issuance of a modification, must direct a change.
City	The City of Norwalk, a municipal corporation.
Contract	The written agreement executed by the City and the successful Proposer which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.
Days	Calendar days unless specifically noted.
Defect	Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.
RFP	Request for Proposal
Notice to Proceed	Purchase order issued from the City to the successful Proposer specifying the date on which the Work under the Contract is to be initiated.
Proposer	Proposer or Contractor or Consultant
Special Provisions	Contract Document containing requirements that modify or supplement the General Conditions.
Specifications	Part of the contract documents that

adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work. Contract specifications include, without limitation, all things described, referenced, or stated in any Contract document as a "Specification," "Statement of Work" or "Scope of Work".

Work

Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Proposer to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONSULTANTS

Neither this RFP nor any interest herein nor claim hereunder may be assigned by successful Proposer either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by successful Proposer, without the prior written consent of the City of Norwalk. Consent by the City shall not be deemed to relieve successful Proposer of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Proposer prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Proposer has knowledge that any actual or potential labor dispute may delay the award of this RFP, Proposer shall immediately notify and submit all relevant information to the City of Norwalk. Proposer shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Proposer shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Proposer mails or otherwise furnishes a written appeal to the City of Norwalk City Manager. In connection with any such appeal, the successful Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Proposer and the successful Proposer shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the City Manager, successful Proposer shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Proposer arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court of Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Proposer shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Proposer shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP at the F.O.B. point specified herein, and upon such delivery Proposer's responsibility for loss or damage shall cease, except for loss or damage resulting from Proposer's negligence.

GC.7 LICENSING, PERMITS AND TAXES

The Proposer shall maintain all appropriate licenses required by the State of California for the work required under the terms of this Agreement. The cost for any required licenses, permits or special taxes shall be the responsibility of the successful Proposer.

GC.8 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Proposer to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.9 INDEMNIFICATION

Successful Proposer shall indemnify and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of

expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of successful Proposer, including its officers, agents, employees, subconsultants or any person employed by successful Proposer, in the performance of this Agreement.

GC.10 INTEREST OF MEMBERS OF THE CITY

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The successful Proposer further covenants that in the performance of this Agreement no person having any such interest shall be employed by successful Proposer.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Proposer to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the Agreement for default. Written notice of termination shall be mailed to the successful Proposer at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Proposer shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Proposer liquidated damages.

GC.12 LIQUIDATED DAMAGES

If applicable, it shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Proposer will pay to the City the sum of two hundred fifty dollars (\$250) for each working day's delay in delivery, performance and/or acceptance of the approved work as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Proposer under the Agreement or may be recovered by the City through any lawful means.

The successful Proposer will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Proposer shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Proposer shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement

GC.13 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Proposer is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or

the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.14 TERMINATION FOR CONVENIENCE

The performance of work under the Agreement may be terminated by the City in accordance with this section in whole or in part, whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the successful Proposer of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective.

Upon receipt of the notice of termination, and except as otherwise directed by the City, the successful Proposer shall: (1) stop work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of the successful Proposer under the orders and subcontracts so terminated in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City; (6) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) authorized by the City, any property of the types referred to above, provided, however, that the successful Proposer shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the successful Proposer under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such a manner as the City may direct; (7) complete performance of such part of the work as shall not have been terminated by the notice of termination; (8) take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the successful Proposer and in which the City has or may acquire an interest. Payments by the City to the successful Proposer shall be made for all services completed and/or delivered up to and including the effective date of termination but not thereafter. Except as otherwise provided, settlement of claims by the successful Proposer under this termination section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended.

GC.15 FORCE MAJEURE

The successful Proposer shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Proposer. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.16 INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance by the City of Norwalk, Transportation Department at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.17 EXCESS REPROCUREMENT LIABILITY

Proposer shall be liable to the City of Norwalk for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by the Proposer hereunder, should Proposer fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Proposer shall be limited to the excess over the price specified herein for such items or services.

GC.18 DELIVERY

The services and/or product described herein are/is to be delivered to the City of Norwalk, Transportation Department located at 12650 Imperial Hwy, Norwalk, CA 90650.

GC.19 METHOD OF PAYMENT

City will pay successful Proposer in accordance with the following terms and procedures: Successful Proposer shall submit written invoices to City by the 15th of each month clearly detailing the services furnished by successful Proposer during the preceding month and for all other supplies and services provided by successful Proposer. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the purchase order (P.O.) number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the consultant's taxpayer identification number.

GC.20 NON-RESTRICTIVE CLAUSES

Wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Proposer, or any subconsultant or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

GC.21 INSURANCE

Successful Proposer shall at all times during the term of this Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Kay Insurance Rating Guide, and approved by the City:

- (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 (one million dollars) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by successful Proposer, its officers, employees, agents, and independent consultants in performance of services under this Agreement;

- (2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000 (one million dollars);

- (3) workers' compensation insurance with a minimum limit of \$1,000,000 (one million dollars) or the amount required by law, whichever is greater on a form approved by the City Attorney, and
- (4) professional liability (errors and omissions) insurance, with minimum combined single limits coverage of \$1,000,000 (one million dollars), on a form approved by the City Attorney.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured's on the policy (ies) as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liabilities arising out of successful Proposer's work under this Agreement.

Each insurance policy required by this Section shall be endorsed as follows: (1) the insurer waives the right of subrogation against the City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by the City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior to written notice to the City.

All insurance coverage shall be confirmed by execution of endorsements on forms provided by the City. Successful Proposer is required to file the completed policy endorsements with the City on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City. The completed endorsements are subject to approval of the City. If for any reason it shall not be possible to obtain endorsements on the City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City's forms unless otherwise agreed by the City Manager.

GC.22 CERTIFICATE OF NON-COLLUSION

Proposer's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer or another Proposer an advantage over any other Proposer.

GC.23 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Proposer against patent or copyright infringement, statutory or otherwise, it is agreed that the successful Proposer shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use of sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and the successful Proposer shall pay all costs and damages finally awarded in any such suit or claim, provided that the successful Proposer is promptly notified in writing of the suit or claim and given authority, information and assistance at the Proposer expense of same.

However, the successful Proposer will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a

deliverable in combination with other material not provided by the Proposer when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Proposer shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Proposer shall not be obligated to indemnify the City under any settlement made without the Proposer's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Proposer's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Proposer, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.24 CONFLICTS OF INTEREST

Each Proposer represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Proposer shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Proposer further covenants and warrants that successful Proposer and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this RFP, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Proposer and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom successful Proposer is not currently performing work that would require successful Proposer or one of its officers, employees, associates or subconsultants to abstain from a decision under the Contract pursuant to a conflict of interest statute.

GC.25 WARRANTIES

Successful Proposer shall warrant to the City of Norwalk that, for a period of one year following the inspection and acceptance, the procured item or system will perform in accordance with the published statement of work or specifications set forth in this Agreement. In addition to other remedies which may be set forth in the Agreement for breach of warranty, the City may, at its option, return any non-conforming, non-performing or defective items to the Proposer and require correction or replacement of said item or require the services to be re-performed all at Proposer's risk and expense. If the City of Norwalk does not require correction or replacement of non-conforming or defective items, Proposer shall refund, or the City may offset, as applicable, such portion of the payment specified in the Agreement, on a pro-rata basis. The City's rights hereunder are in addition to, but not limited by, Proposer's standard warranties. Inspection and acceptance of any item or portion of the system procured by the City or payment therefore, shall not relieve Proposer or its obligation under the Agreement. Any component corrected or furnished in replacement pursuant to this clause shall also be subject to the provisions of this clause to the same extent as components or services initially delivered. Except as otherwise authorized in writing by the City, successful Proposer shall install materials in strict accordance with installation or applicable instructions and procedures set for them by the material manufacturer.

GC.26 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents are as follows:

- The Agreement and any written amendment thereto
- Federal Provisions
- Special Provisions
- General Conditions
- Technical Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

SECTION 3 - FEDERAL PROVISIONS

This solicitation and the Agreement to be awarded are subject to the following Federal requirements. These requirements shall govern over any inconsistent provisions otherwise contained in the Instructions to Proposers and General Terms and Conditions, and the Agreement to be entered into, provided any such federal requirement is determined to apply to the product or service to be provided, or in the context under which it was written. The term "contractor", as may be used in these requirements shall mean and include, as the context permits or requires, Consultant, Proposers and any successful Proposer.

FP.1 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION 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 successful Proposer shall not perform any act, fail to perform any act, or refuse to comply with any City of Norwalk requests which would cause the City to be in violation of FTA terms and conditions.

FP.2 NO OBLIGATION BY THE FEDERAL GOVERNMENT

a. The City and successful Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

b. The successful Proposer 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.

Applicability to Contracts: Applicable to all contracts

Flowdown: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

FP.3 FEDERAL CHANGES

The successful Proposer 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 (8) dated October, 2001) between the City and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Successful Proposer's failure to so comply shall constitute a material breach of the Agreement.

Applicability to Contracts: Applicable to all contracts

Flowdown: Flows down appropriately to each applicable changed requirement.

FP.4 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. The successful Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the successful Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which the Agreement work is being performed. In addition to other penalties that may be applicable, the successful Proposer 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 successful Proposer to the extent the Federal Government deems appropriate.

b. The successful Proposer 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 an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful Proposer, to the extent the Federal Government deems appropriate.

c. The successful Proposer 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.

Applicability to Contracts: Applicable to all contracts

Flowdown: To contractors and subcontractors who make, present, or submit covered claims and statements.

FP.5 CIVIL RIGHTS

The following requirements apply to the underlying Agreement:

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 successful Proposer 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 successful Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:

c. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal Transit Laws at 49 U.S.C. § 5332, the successful Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41

CFR. 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 successful Proposer 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 successful Proposer agrees to comply with any implementing requirements FTA may issue.

d. 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 successful Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.

e. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the successful Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the successful Proposer agrees to comply with any implementing requirements FTA may issue.

The successful Proposer 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.

Applicability to Contracts: Applicable to all contracts

Flowdown: To all third party contractors and their contracts at every tier.

FP.6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Policy: It is the policy of the Department of Transportation and the City of Norwalk that Disadvantaged Business Enterprises ("DBE") as defined in 49 CFR part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirement of 49 CFR applies to this Agreement.

DBE Obligation: Successful Proposer agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all Recipients or Contractors shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their Contractors shall not discriminate on the basis of race, color, national origin religion, age, sex, or disability, in the award and performance of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of the contract or such other remedy the City deems appropriate.

DBE Requirements: The successful Proposer must include with its proposal the following information:

- 1) Names and addresses of DBE firms that will participate in the contract.
- 2) A description of the work that each DBE will perform.
- 3) The dollar amount of the participation of each DBE firm's participation.
- 4) Written, signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract-anticipated level of participation; and
- 5) Written and signed confirmation from the DBE that it is a participant in the contract as provided in the prime contractor's commitment.

Prompt Payment: The successful Proposer agrees to pay each subcontractor for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the City of Norwalk. This clause applies to both DBE and non-DBE subcontractors. If the successful Proposer fails or refuses to comply in the time specified, the City's Project Manager will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the successful Proposer still fails to comply, the City's Project Manager may issue a termination for default proceeding.

Applicability to Contracts: Applicable to all contracts

FP.7 AUDIT AND INSPECTION OF RECORDS

The following access to records requirements apply to the Agreement:

Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the successful Proposer agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the successful Proposer, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Successful Proposer also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives, including any PMO successful Proposer, access to successful Proposer'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.

Applicability to Contracts: Applicable to all contracts

FP.8 DEBARMENT/SUSPENSION STATUS

The prospective lower tier participant certifies, by submission of its Proposal that neither it nor its "principals" [as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to its proposal.

The successful Proposer shall provide the City with certification addressing its debarment and suspension status and that of its principals. The successful Proposer shall promptly inform the City of any change in the suspension or debarment status of the successful Proposer or its principals during the term of the Agreement.

Applicability to Contracts: Executive Order 12549 as implemented by 49 CFR, Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally assisted contracts. As part of their applications each year, recipients are required to submit a certifications to the effect that they will not enter into contracts over \$100,000 (one hundred thousand dollars) with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flowdown: Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000 (one hundred thousand dollars). Thus, the terms “lower-tier covered participant” and “lower tier covered transaction” include both contractors and subcontractors and contracts and subcontracts over \$100,000. The certification and instruction language is contained in 29 CFR Part 29, Appendix B, and must be included in IFB’s and RFP’s (for inclusion by contractors and subcontractors in their IFB’s and RFP’s) for all contracts over \$100,000 (one hundred thousand dollars), regardless of the type of contract to be awarded; Certification Regarding Debarment, Suspension, and other Responsibility Matters – Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

FP.9 BUY AMERICA REQUIREMENTS

N/A

FP.10 RESTRICTIONS ON LOBBYING AND CONTRACTS

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, no person (or entity) submitting a proposal in response to this Request for Proposal, nor any officer, employee, representative, agent, or contractors representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the contract with any member of the City Council of the City or his/her personal staff. Any such contact shall be grounds for the disqualification of the Proposer.

During the period beginning on the date of the issuance of this Request for Proposal and ending on the date of selection of the successful Proposer, each person or entity described above shall limit his/her communication with the City staff to the written clarification and amendment process described herein.

Any entity which submits a proposal for a contract award with a potential value of one hundred thousand dollars (\$100,000) or more is required to file the certification regarding lobbying. Such certification, in effect provides a certification to the City that the potential successful Proposer 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 covered by 31 USC 1352. All Proposers are required to complete and submit to the City the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying effort took place. If any Proposer did engage in lobbying activities utilizing non-federal funds in

connection with obtaining the award of this contract, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the City.

Applicability to Contracts: Lobbying requirements apply to Construction, Architectural and Engineering (A&E), Acquisition of Rolling Stock, Professional Services, Operational Service and Turnkey Contracts.

Flowdown: Requires the maximum flowdown, pursuant to Byrd Anti-Lobbying Amendment 31 U.S.C. §1352(b) 5 and 49 CFR, part 19, Appendix A, Section 7.

FP.11 ENERGY CONSERVATION

The successful Proposer agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC§6321 et seq..

Applicability to Contracts: Energy Conservation requirements are applicable to all contracts.

Flowdown: These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

FP.12 CLEAN AIR

The successful Proposer 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 successful Proposer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The successful Proposer further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contract: Requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flowdown: Requirements flow down to all subcontracts which exceed \$100,000.

FP.13 CLEAN WATER

The successful Proposer 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 successful Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

Applicability to Contract: Applies to each contract and subcontract which exceeds \$100,000.

Flowdown: Requirements flow down to FTA recipients and subrecipients at every tier.

FP.14 RECYCLED PRODUCTS

Contractor shall use, to the extent practicable and economically feasible, products and services that conserve natural resources and protect the environment and are energy efficient. 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 procurements of the items designated in Subpart B of 40 CFR Part 247.

Applicability to Contracts: Applicable to all contracts for items designated by the EPA, when the contractor procures \$10,000 or more of these items during the fiscal year or has procured \$10,000 or more of the item in the previous fiscal year, using Federal funds.

Flowdown: Extends to all third party contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

FP.15 CARGO PREFERENCE

N/A

FP.16 FLY AMERICA

N/A

FP.17 DAVIS BACON AND COPELAND ANTI-KICKBACK ACTS

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationships which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

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

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards, Administration, U.S. Department of Labor, Washington, D.C. 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 or 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 either third person, the contractor may consider as part of its wage 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 assets for the meeting of obligations under the plan of the program.

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 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) or this section, shall be paid to all workers performing work in the classification under this contract from the first day on which all work is performed in this classification.

(2) Withholding

The City of Norwalk 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 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 under 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 City of Norwalk may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs 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 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 City of Norwalk 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, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause 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 Part 5.12.

(4) Apprentices or Trainees

(i) Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 ration of apprentices to journeymen on the job site in any craft classification shall not be greater than the ration permitted to the contractor as to the entire work force under the registered program. Any worker listed on the 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 ration 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, 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 participation in a training plan approved by the Employment and Training Division shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no

longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts

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

(7) Contract Termination Debarment

A breach of the contract clause in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards

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

(10) Certification of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Applicability to Contracts: The Acts apply to City of Norwalk contracts and subcontracts that "at least or partly are financed by a loan or grant from the Federal Government. " (40 USC 3145 (a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5)). The Acts apply to any construction contract over \$2,000.

FP.18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (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 workweek 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; Liquidated Damages – In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore 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 liquidated damages – The City of Norwalk 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 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 section.

Applicable to Contracts: The Act applies to City of Norwalk contracts and subcontracts that “at least or partly are financed by a loan or grant from the Federal Government. “ (40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6)). The Act applies to any construction contract or, in very limited circumstances, non-construction project that employs “laborers or mechanics on a public work.” over \$100,000. Rail car and bus procurements are not included because they are deemed “commercial items”. (40 USC 3707, 41 USC 403 (12).)

FP.19 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.

Applicability to Contracts: Requirements apply only to contracts for the construction of new buildings or additions to existing buildings with the exception of purchases under \$2500, when the requirements do not apply.

Flowdown: Requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

FP.20 NON-CONSTRUCTION EMPLOYEE PROTECTION

As a recipient of Federal funds through the City of Norwalk, the successful Proposer agrees to comply, and assures the compliance of each third party and each sub-recipient at any tier, with any applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 - 332, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

The successful Proposer agrees to comply with applicable transit employee protective requirements as follows:

FP.21 FEDERAL STANDARDS

As a recipient of Federal funds through the City of Norwalk, the successful Proposer agrees to comply with FTA Circular 4220.1F, "Third Party Contracting Requirements," including any revision or replacement thereof, and applicable Federal regulations or requirements, including FTA third party contracting regulations when promulgated. The FTA Best Practices Procurement Manual provides additional procurement guidance. Nevertheless, successful Proposer should be aware that the FTA Best Practices Procurement Manual is focused on procurement processes and may omit certain Federal requirements applicable to the work to be performed.

Applicability to Contracts: Applicable to all turnkey, rolling stock and operational contracts.

Flowdown: The disclaimer has unlimited flowdown.

FP.22 BUS TESTING

N/A

FP.23 PRE AWARD AND POST DELIVERY AUDIT REQUIREMENTS

N/A

FP.24 TRANSIT EMPLOYEES PROTECTIVE AGREEMENTS

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

- a. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b) and U.S. Department of Labor guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of

Labor (DOL) to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipients for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that US DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5311 in Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto.
- d. The Contractor agrees to include any of the above applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Applicability to Contracts: Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flowdown: Applicable to all contracts and subcontracts at every tier.

FP.25 CHARTER SERVICE REQUIREMENTS

N/A

FP.26 SCHOOL BUS REQUIREMENTS

N/A

FP.27 DRUG AND ALCOHOL REQUIREMENTS

At the time of the execution of the contract the Contractor shall submit to the City an alcohol and drug-free workplace program which at a minimum shall include the following:

- A. An alcohol and drug-free workplace policy statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance is prohibited in the Contractor's

- workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishment of an on-going alcohol and drug-free awareness program to inform its employees about:
1. The Contractor's policy of maintaining an alcohol and drug-free workplace.
 2. The dangers of alcohol and drug abuse in the work place.
 3. Any available alcohol and drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon an employee for alcohol and drug abuse violations occurring in the work place.
- C. Provide to all employees engaged in the performance of the Contract a copy of the alcohol and drug-free policy statement.
- D. As a condition of initial employment of any Contractor's employee, employment shall be conditional until pre-employment drug screening has been passed. Drug test types shall be enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified laboratory.
- E. Notification to all employees, in writing, that as a condition of employment the employee will:
1. Abide by the terms of the policy statement.
 2. Upon request by the Contractor, agree to submit to a drug screening/alcohol test if either of the following exists:
 - Reasonable suspicion exists to believe the employee is under the influence or possession of drugs, alcohol or other controlled substances, or
 - Employee is involved in an accident or situation that results in an injury to the employee or any other individual on the Work site or property damage.
 - Drug type tests shall be Enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NDIA) standards by a NIDA certified laboratory.
 3. Notify the employee, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
 4. Notify the employer of employee's use of prescription drugs which may impair alertness during work hours.
 5. Upon reasonable suspicion of a violation of policy, submit to a search and inspection upon entering, while working or leaving the Work Site.
 6. Upon returning to active employment from rehabilitation for alcohol or drug abuse, sign a "Return to Work Agreement", agreeing to unannounced testing for a period of one (1) year, maintaining an acceptable attendance and performance record and participation in follow-up treatment/counseling recommendations by the treatment program.
- F. Notifying the City's contracting officer in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of an employee's conviction under a criminal drug statute for a violation occurring in the workplace. The notice shall include the name and position title of the employee.

- G. Within thirty (30) calendar days after receiving notice of a conviction, take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.
 - 1. Taking appropriate personnel action against such employee up to and including termination, or
 - 2. Requiring such employees to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by Federal, State or local health, law enforcement or other appropriate agency.
- H. Provide, throughout the construction period, periodic seminars and instruction to site superintendents, supervisory personnel including foreman and other key employees in the characteristics, behavior and detection of alcohol and drugs.
 - 1. The Contractor, if an individual, agrees by award of the Contract, not to engage in the unlawful manufacture, dispensing, possession, or use of a controlled substance in the performance of the Contract.
 - 2. If the Contract involves the use of Union Craft personnel performing the Work, the Contractor may wish to obtain a Memorandum of Understanding regarding its Alcohol and Drug-Free Workplace program from the Unions involved.

Applicability to Contracts: Applies to Contractors and subcontractors of any tier with subcontracts exceeding \$25,000.

FP.28 PRIVACY ACT REQUIREMENTS

- 1. The Contractor agrees 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 Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands 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 Contractor also agrees 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.

Applicability to Contracts: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract when the grantee maintains files on drug and alcohol enforcement activities for FTA when those files are organized so that information could be retrieved by personal identifier. The requirements do not apply to micro-purchases under \$2,500.

Flowdown: The Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

FP.29 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

The American Recovery and Reinvestment Act, 2009 (ARRA) [Pub. L. 111-5] was signed into law by President Barack Obama on February 17, 2009. ARRA includes appropriations

and tax law changes totaling approximately \$787 billion to support government wide efforts to stimulate the economy.

Grantees receiving ARRA funds will be required to report on grant activities on a routine basis. FTA grantees will be responsible for reporting up-to-date and accurate information in the milestone status report and financial status report on a quarterly basis, as well as additional data elements that are required to be reported in www.recovery.gov. Additionally, special certifications and grant conditions also will be required of ARRA grant recipients.

Successful Proposer shall comply with the reporting requirements mandated by the FTA in the Federal Register, Volume 74, No. 42, March 5, 2009, Notices, on ARRA Reporting Requirements, pages 9664 & 9665. Sample requirements:

- 1) OIG ARRA Poster: The American Recovery and Reinvestment Act of 2009 (ARRA) requires that every contractor that receives ARRA funds must post a notice of rights and remedies available to whistleblowers. (Title XV, Subtitle A, Section 1553(e)). Contact the Department of Transportation Office of Inspector General's office (OIG) if you have questions, <http://www.oig.dot.gov/contact.jsp>.
- 2) D-U-N-S Number: A D&B® D-U-N-S number is a unique nine digit sequence for identifying and tracking organizations. It is a Federal requirement to receive ARRA funds to have and provide a D-U-N-S number. City of Norwalk will not enter into a contract with any eligible Proposer without a D-U-N-S number. Additional information can be found at: http://www.dnb.com/US/duns_update/

SECTION 4 – SCOPE OF WORK

1.0 Project Overview. The City of Norwalk Transportation Department, Norwalk Transit System (NTS), is accepting proposals for professional architectural and engineering services needed for the construction, renovation and remodeling of the existing Transportation/Public Services Facility located at 12650 E. Imperial Hwy., Norwalk, CA 90650.

In August 1995, the Norwalk/Santa Fe Springs Metrolink Station was opened to accommodate a commuter heavy rail service between downtown Los Angeles and Orange County. The facility includes a park-n-ride lot and passenger rail station. Since its inception, the Metrolink Station has enjoyed a continued increase in use by Metrolink patrons.

In February 2002, the City of Norwalk completed construction of a new Transportation/Public Services facility adjacent to the Metrolink Station as a joint departmental headquarters building for the Departments of Transportation and Public Services. The Metrolink Station and the Transportation/Public Services facility are herein after referred to as the “Facility”.

Several improvements have occurred since this facility was originally envisioned and developed almost a decade ago. The Transportation Department has grown immensely in the services it provides as a municipal transit agency. The purpose of this project is to redesign the facility with upgrades that will accommodate the present and future Transit Operations Division, Fleet Maintenance Division and Transit Administration Division. Preliminary concept drawings have been developed and will be provided as part of the development of this project.

2.0 Project Objective. The Request for Proposal (RFP) shall be to solicit proposals from qualified firms to provide architectural design, engineering and final construction drawings for the facility improvements while adhering to all applicable federal, state and local laws, and the American’s with Disabilities Act (ADA) of 1990.

NTS shall signify its commitment to using sustainable principles and practices in planning design and construction activities. This commitment shall be a guide as it relates to the Scope of Work and specifications including building an eco-friendly environment (i.e. recycled materials, recycled wash water, etc.) in concert with conserving energy (i.e. energy efficient lighting, solar energy, etc.)

2.1 Value Engineering (VE). The Consultant may be requested to perform value engineering (VE) services during the design phase in order for NTS to stay within budget. NTS’s decision to accept or reject the Consultant's proposal is final and conclusive, and not subject to appeal.

3.0 Project Elements. This project possesses five (5) areas of focus:

- (1) Building Interior Tenant Improvements
- (2) Upgrade to Fuel Island
- (3) Bus Wash Station
- (4) Access Improvements to Metrolink Station within Parking Lot
- (5) Closed-Circuit Television Video Surveillance System

The following provides a general description of this project’s design elements:

3.1 Building Interior Tenant Improvements. A preliminary design study to provide a road map as to the modifications needed to serve the existing and future needs of the

Department of Transportation was completed in June 2008. The Consultant shall confirm and refine the design ideas presented in the study and use them as a base to further develop plans, specifications and provide cost estimates for construction. The following highlights areas to be modified:

- 3.1.1 Transit Administration Division. Approximately 4,420 sq. ft.
 - (a) 3rd Floor Offices.
 - (b) 1st Floor Front lobby/customer service center.
- 3.1.2 Transit Operations Division. Approximately 10,225 sq. ft. (including front lobby).
 - (a) 1st Floor Offices.
 - (b) 1st Floor Training Room.
 - (c) 1st Floor Dispatch Office.
 - (d) 1st Floor Transit coach operator's Break Room.
 - (e) 1st Floor Locker area.
- 3.1.3 Fleet Maintenance Division. Approximately 13,545 sq. ft.
 - (a) 1st Floor Offices.
 - (b) 1st Floor Break Room.
 - (c) 1st Floor Maintenance Garage.
 - (d) 1st Floor Storage areas.
- 3.2 Upgrade to Fuel Island. NTS desires to upgrade the design of the fuel island area for additional gasoline dispensing capacity (i.e. pumps) to accommodate the transition from diesel buses to hybrid gasoline/electric-fueled buses. The current design of the fuel island is not conducive to efficiently fueling the fleet. In addition, the new design shall accommodate future expansion of NTS bus fleet from the current fleet quantity of thirty-six (36) buses.
 - 3.2.1 Fueling Mandates. Transit buses typically have 110-150 gallon fuel tanks, and due to regulatory issues, unleaded gasoline must be pumped at a slower rate than diesel fuel. The current gasoline flow rate limit is ten (10) gallons per minute (per Federal Transit Administration, 40CFR§80.22(j)), and each bus requires fueling approximately seventy (70) gallons per night.
 - 3.2.2 Fueling Schedule. The evening fueling period is between 5:30pm and 10:30pm, Monday through Sunday. The potential bottleneck commences at approximately 7:00pm. Currently, there is minimal space to accommodate buses waiting to be fueled in the evening. The design must take into account the need to minimize "dwell" time at the pumps so that vehicles waiting to be fueled do not overflow off the property or cause a hazardous condition due to lack of facility access.
 - 3.2.3 NTS Bus Fleet. NTS has a fleet of thirty-six (36) buses. Twenty-seven (27) are diesel driven and nine (9) are gasoline/electric hybrid. A total of nine (9) thirty-five (35) foot Nova buses will be dispositioned in 2010.

3.2.4 NTS Bus Fleet Detail.

Qty	Manufacturer	Fuel Type	Length
9	Nova	Diesel	35 ft.
18	Gillig	Diesel	40 ft.
9	New Flyer	Gasoline / Electric	40 ft.

3.3 Bus Wash Station. The current bus wash station poses the following design challenges to be evaluated and addressed.

3.3.1 Location of the Bus Wash. In an effort to effectively maneuver the buses from the fueling lanes to the bus wash station, a site evaluation in the immediate area is required to determine the most optimal location that is properly engineered for improved flow, access, and safety while being environmentally conscious and meeting all regulatory requirements. The current location is not aligned with the fuel island, and therefore Service Workers must maneuver the vehicles in order to wash them. This maneuvering takes an unfavorable amount of time and decreases the efficiency of the process and risks damage to the vehicles if a Service Worker misjudges the distances. A mineral-removal system for rinse water to prevent water spotting shall be included in the design.

3.3.2 Bus Wash Station Condition. The current bus wash station has exceeded its usefulness and requires a complete replacement. It will be the task of the Consultant to provide the design of a new station that will present a heavy-duty vehicle wash, which washes all types of vehicles used by NTS. The washing system will accommodate vehicle front, roof, rear, sides and chassis.

3.3.3 Vacuum system. For cleaning the interior of the buses, a vacuum system shall be included in the design.

3.3.4 Water Reclamation and Control of Runoff. Consultant is to examine current provisions for reclaiming water used in the bus washing process to ensure that water is being diverted into an environmentally correct clarifier system(s) and control drainage/runoff between the fuel island and wash rack area, and must consider accidental spillage, normal operations and rain water. The water reclamation system shall be capable of reclaiming water from the vehicle washer and process it by means of settling pits, in-line filters, centrifugal filter system and/or a bio-remediation system. The system must be able to continuously supply adequate amount of water for high-pressure pump regardless of traffic volume through the washer. All washing operations and related water recycling operations shall be automatically activated. Such design will take into account the limited real estate and proper reclamation challenges of all liquids. The final design must adhere to the City of Norwalk National Pollution Discharge Elimination System (NPDES) permit, California's Regional Water Quality Control Board, Sanitation District of Los Angeles County and all applicable State and local requirements and regulations.

- 3.3.5 Control of Runoff per NPDES Regulations. Consultant is to examine current provisions for controlling drainage/runoff in the Fuel Island and wash rack area, and must consider accidental spillage, normal operations, and rain water. The conceptual design completed in June 2008 is strictly preliminary and is for reference only.
- 3.3.6 Storage. Proper storage for janitorial and bus wash consumables shall be included in the design.
- 3.4 Access Improvements to Metrolink Station within Parking Lot. The Metrolink station surrounding parking lot on the City of Norwalk side has become congested with conflicting vehicular and pedestrian/bicycle traffic linking the station platform to Imperial Highway. Design shall consider the circulation of buses, Dial-A-Ride vans, passenger vehicles, pedestrian and bicycle traffic, and public/employee parking areas.
 - 3.4.1 Pedestrian/Bicycle Path. Currently, pedestrian and bicycle traffic from Imperial Highway traveling to the Metrolink Station and parking lot do not have a delineated path of travel. Consultant is tasked to design a clearly marked pathway for bicycles and pedestrians to safely navigate through the facility perimeter in order to access the Metrolink Station and bus stop/pedestrian plaza while adhering with American's with Disabilities Act (ADA) of 1990 compliance. The pathway shall be clearly identifiable and discourage pedestrians/bicyclists from jaywalking.
 - 3.4.2 Pedestrian Plaza. While remaining within the current limitations of the parking lot and bus passenger loading/unloading area, Consultant is to design a pedestrian plaza to include passenger car pick up/drop off, bus schedule information center/kiosk, streetlights, additional seating area(s), additional shelter(s), eco-friendly landscaping and irrigation, and bicycle lockers/racks.
 - 3.4.3 Entry and Access Roadway. Consultant shall evaluate the circulation pattern and isle widths relative to safe movement by buses and passenger vehicles. A redesign plan shall start at the entrance/north access driveway from Imperial Highway to the Facility, including the potential of demolition of the planting area next to the entry gate off Transportation Center and reconstruction of curbs, driveways and roadway sections and widening the narrow throat at the entry point of the Facility and main driveway.
- 3.5 Closed-Circuit Television (CCTV). Development of a live CCTV video surveillance system to improve security at the Facility and immediate surrounding Metrolink area. System shall include, but limited to the following attributes:
 - 3.5.1 Provide an unchallengeable video solution for legal and risk management requirements.
 - 3.5.2 Live monitoring at key locations.
 - 3.5.3 Allow monitoring over a Local Area Network (LAN) or Internet.
 - 3.5.4 Access through the local Sheriff Department Internet based mobile data recorder.
 - 3.5.5 Integration with bus yard gate access system.
 - 3.5.6 Video retention accessibility on or offsite with failsafe assurances.

4.0 Deliverables. After Notice to Proceed (NTP) issuance, all following milestones are to be accomplished by one hundred eighty (180) days:

- 4.1 Provide a plan to address each utility company affected by project.
- 4.2 Prepare three (3) design alternatives incorporating various needs of City Staff. After the preferred design alternative is approved, prepare one (1) concept drawing or variation of the base drawing. This shall be submitted in Adobe Acrobat as well as one (1) unbound copy and one (1) bound copy.
- 4.3 Prepare and submit preliminary construction cost estimates and three (3) sets of construction plans. Submit draft of project specifications. 70% completion level. This shall also be submitted in Adobe Acrobat.
- 4.4 Prepare and submit preliminary construction cost estimates and three (3) sets of construction plans incorporating City, utility and other comments from the previous submittal. Submit complete set of project specifications. 90% completion level. This shall also be submitted in Adobe Acrobat.
- 4.5 Prepare and submit final construction cost estimates, plans and project specifications, incorporating comments from the City, affected agencies (if applicable), and utility companies (if applicable), and three (3) sets of construction plans. 100% completion level. This shall also be submitted in Adobe Acrobat.
- 4.6 After City Staff approval of final changes, prepare and submit one (1) set of Mylars.

5.0 Planning and Preliminary Design – Phase I.

- 5.1 Prepare three (3) design alternatives incorporating various needs of City Staff. After the preferred design alternative is approved, prepare one (1) concept drawing or variation of the base drawing. This shall also be submitted in Adobe Acrobat.
- 5.2 Prepare a preliminary cost estimate for each design alternative to include final design, construction, and contract administration costs. This shall be submitted in Adobe Acrobat and one (1) bound copy.
- 5.3 Perform an environmental site assessment (Phase I environmental assessment) that shall include but not be limited to:
 - 5.3.1 Prepare documents necessary for compliance with California Environmental Quality Act (e.g. categorical exemption, initial study, negative declaration, mitigated negative declaration or environmental impact report) and the National Environmental Policy Act (e.g. categorical exclusion, environmental assessment/finding of no significant impact or environmental impact statement). This shall be submitted in Adobe Acrobat and one (1) bound copy.
- 5.4 Attend up to three (3) meetings with City staff to review design parameters and alternatives. Allow for two (2) presentations of the different design alternatives at City of Norwalk Council meetings as deemed necessary.

All alternatives must be designed to comply with the available funds for the project. Total funding available for the project is approximately \$3.7 million dollars, which are to be used for design, construction, construction management and contract administration. If the Consultant is directed to proceed with a design alternative, the Scope of Work shall include, but not necessarily be limited to the following:

- 5.4.1 Based on selected alternative, prepare final construction plans and specifications, including construction bid and contract documents.
- 5.4.2 Provide sketches, calculations or other data as needed for clarification of any item on the final plans or in the Specifications.
- 5.4.3 If applicable, provide necessary soils investigation.
- 5.4.4 Prepare a final detailed quantity and cost estimate and bid schedule based upon the above design. Cost for the designed project needs to meet the funding levels available to the project.
- 5.4.5 Assist City staff as required in the bid evaluation process, including answering Bidder's questions, evaluation of the lowest three (3) responsible Bidder's qualifications and references, and the overall integrity of their bids.
- 5.4.6 Be available during the construction period to answer questions concerning the design plans and specifications.
- 5.4.7 Coordinate with all the various utilities to provide the necessary sewer, water, electricity, cable television, gas and telephone services to the site and various buildings. Construction drawings for sewer and water shall be included with the final drawings as required above.
- 5.4.8 Perform all necessary design surveys.
- 5.4.9 Prepare a site drainage plan including necessary storm drain facilities. Assure all drainage complies with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit.
- 5.4.10 Attend a minimum of three (3) meetings with City staff during the design phase. Allow for two (2) presentations of the different design alternatives at City of Norwalk Council meetings as deemed necessary.
- 5.4.11 Submission shall also be provided in Adobe Acrobat.

6.0 Final Design – Phase II. This phase shall consist of the following items of work inclusive of Phase I and Phase II.

All plans shall be prepared and submitted using latest AutoCAD version, Adobe Acrobat, and Microsoft Word on a compact disc (CD), in addition to three (3) complete sets. Prepare specifications using pro forma specifications provided by the City. Submit one (1) hard copy print out on 8-1/2" x 11" paper. Prepare and submit quantity and cost estimates in MS Excel.

- 6.1 Three (3) complete sets of plans for final review. After City staff approval of final changes, prepare and submit one (1) set of Mylars.
 - 6.1.1 All drawings shall be prepared on 24" x 36" Mylar sheets, signed and sealed by the supervising California Licensed Civil Engineer and/or licensed architect. Plan and profile base sheets shall be prepared at not greater than 1" = 40' horizontal scale and 1" = 4' vertical scale. North arrow shall point to top or right of the plan sheet. Detail drawings shall be either 1:20 or 1:10 scale. All plans shall be prepared and submitted in AutoCAD format.
 - 6.1.2 Submit blue lined prints for City review and submit separate plans to the utility companies for their comments.
- 6.2 Plans shall consist of the following pages drawn to scale.

- 6.2.1 Site plan Minimum 1/8" scale.
 - 6.2.1.1 Site address, legal description and north arrow.
 - 6.2.1.2 Location of structure on the property relative to property lines and other structures.
 - 6.2.1.3 Show all parking, site access, building entrances and landscaping.
- 6.3 Floor plan Minimum 1/4" scale.
 - 6.3.1 Show layout of new and existing partitions and counters.
 - 6.3.2 The uses of new or remodeled areas and adjacent existing areas.
 - 6.3.3 Size, type and location of all doors and windows.
 - 6.3.4 Plumbing, mechanical and electrical fixtures and equipment.
- 6.4 Energy Compliance.
 - 6.4.1 CF-1 Required for all jobs if building envelope is altered or if building is conditioned.
 - 6.4.2 LTG-1 Required for all jobs where lighting is altered.
 - 6.4.3 LTG -2 Required for all jobs where lighting is altered.
 - 6.4.4 MECH -1 Required for all jobs where a/c system is altered.
- 6.5 Foundation Plan (as applicable).
 - 6.5.1 Foundation & slab on grade information.
 - 6.5.2 Reinforcing steel, all connections to existing slab or foundation.
 - 6.5.3 Anchor bolt size, spacing and placement.
- 6.6 Framing Plan.
 - 6.6.1 Framing information (size, spacing and directions of joists and rafters; headers; beams and columns, shear walls, floor diaphragms).
 - 6.6.2 Sections through building with details applicable to clearly indicate construction methods and connections of framing members and shear transfer.
- 6.7 Plumbing, Electrical & Mechanical Plans.
 - 6.7.1 Plumbing plans required where plumbing fixtures or gas piping are installed, or relocated.
 - 6.7.2 Electrical plans required for all installations involving new equipment, lighting, relocation of equipment or fixtures, and/or modifications to the electrical system.
 - 6.7.3 Mechanical plans required for all new mechanical equipment or relocation of existing equipment.
 - 6.7.4 Topographic surveys identifying locations of all overhead and underground utilities.

7.0 Services Provided by the City.

- 7.1 Copies of available existing drawings showing public and site improvements at and adjacent to the Facility.
- 7.2 City title sheet, general notes and signature block for final plans.
- 7.3 Coordination of the City building plan check process.
- 7.4 Reproduction of plans and specifications for bidding.
- 7.5 Advertisement and administration of the bidding process.
- 7.6 Contract management and construction inspection.
- 7.7 City of Norwalk Standard Drawings.

SECTION 5 - ADDITIONAL SCOPE OF WORK

1.0 Overview – Phase III. Consultant shall provide consulting services to Norwalk Transit System (NTS), a department of the City of Norwalk, for assistance in project oversight from the selection of Contractors through the final completion of the facility improvement project at the City of Norwalk Transportation/Public Services Facility, herein referred to as the “Project”. Consultant shall be involved as a collaborative participant in assisting the NTS in adherence to the Project construction drawings (CDs) and City municipal codes. Consultant shall play a fundamental role as contributor to the Project as it relates to:

- (a) General Project and Development Consulting
- (b) Construction Management (CM)
- (c) General Contractor (GC)

2.0 General Project and Development Consulting.

- 2.1 Staff Assistance. Provide technical and staff assistance to NTS. Coordinate and oversee various disciplines necessary to construct the Project, including architecture and engineering, building construction, installation and inspection.
- 2.2 Consulting and Coordination. Maintain sufficient personnel for necessary onsite monitoring and coordination of construction activities, as an agent of the City. Participate in coordination and communication between City and contractors.
- 2.3 Document Control and Recordkeeping. Maintain and make available logs and files on contracts, submittals, design, engineering, construction, change orders, test reports, inspections reports, regulations, and other records as required.
- 2.4 Initial Start-Up, Punch Lists and Building Inspections. Assist in extension of utilities, equipment and operational systems, partake in job walks and building inspections, and in assisting in punch lists for incomplete or defective work.

3.0 Pre-Construction/Construction Management (CM) Solicitation. Consultant shall provide assistance in following areas:

- 3.1 Development of Request for Proposal (RFP) for CM solicitation, including the development of a full scope of services that the CM is required to provide, evaluating design documents for accuracy, consistency and completeness and advise on cost-effective design alternatives, etc.
- 3.2 General instructions to Contractor, etc.
- 3.3 Pre-qualification requirements of CM.
- 3.4 Participation in mandatory pre-proposal conference.
- 3.5 Review of submitted proposals.
- 3.6 Conformance to requirements, rates, time and schedule impacts, recommendation for awards and evaluating any proposal protests.
- 3.7 Coordinating presentation to City Council on solicitation process and award recommendation.
- 3.8 Responses to addenda, job walks, Change Order requests, etc.

4.0 Pre-Construction/General Contractor (GC) Solicitation. Consultant shall provide assistance in following areas:

- 4.1 Development of Invitation to Bid (IFB) for GC solicitation.
- 4.2 General instructions to Contractor, etc.
- 4.3 Pre-qualification requirements of GC.
- 4.4 Participation in mandatory pre-bid conference.
- 4.5 Review of submitted bids.

- 4.6 Conformance to requirements, rates and unit prices, time and schedule impacts, recommendation for awards and evaluating any bid protests.
- 4.7 Coordinating presentation to City Council on solicitation process and award recommendation.
- 4.8 Responses to addenda, job walks, Change Order requests, etc.

5.0 Construction of Project.

- 5.1 Change Order Management and Approval. Assist City in investigating, estimating, negotiating, recommending, and processing contract change orders. Prepare and submit to City a tabulated change order monitoring and impact reports describing work, cost and progress. The City will make all final decisions on change orders, up to a total sum to be determined by the City and communicated to the Contractor in writing. Monitor potential change order issues and submit logs with Consultant cost estimates.

6.0 Post-Construction.

- 6.1 Closeout Documentation. Coordinate completion, issuance and submission of all closeout documents to NTS including, but not limited to: as-built drawings, permit inspections, and certificates and notices of completion, occupancy and acceptance.

SECTION 6 - FORM OF CONTRACT

SAMPLE SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN, ENGINEERING AND FINAL CONSTRUCTION DRAWINGS FOR FACILITY IMPROVEMENTS AT THE CITY OF NORWALK TRANSPORTATION/PUBLIC SERVICES FACILITY

(City of Norwalk)

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the City of Norwalk, a municipal corporation (“City”) and _____ (“Consultant”).

RECITALS

- A. City desires to utilize the services of a Consultant as an independent Consultant to perform architectural design, engineering and final construction drawings for the facility improvements at the Norwalk Transportation/Public Services Facility.
- B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. City desires to retain Consultant and Consultant desires to serve City to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant’s Services.

1.1 Scope of Services. Consultant shall assist the City in performing architectural design, engineering and final construction drawings for the facility improvements at the Norwalk Transportation/Public Services Facility, and shall perform the specific services more particularly described in Exhibit E, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager or such other person designated by the City

Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be _____ (the "Consultant Representative").

1.4 Time of Performance. Consultant shall commence the services contemplated under this Agreement immediately upon receipt of a Notice to Proceed for such services from the City Representative and shall perform and complete each task listed during and by the times indicated in Scope of Work, Exhibit E.

2. Term of Agreement. The term of this Agreement shall be from the date of the City issues a Notice to Proceed (NTP) through completion of final design more particularly described in Exhibit E, unless sooner terminated as provided in Section 13 herein.

3. Compensation.

3.1 Consultant shall be paid an amount not to exceed price of \$_____ as full and complete compensation for the satisfactory completion of all services further described in Exhibit E. This sum includes payment for all taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies.

3.2 Total compensation shall not exceed the amount specified above unless mutually agreed upon by Norwalk City Council and Consultant representative designated herein. Consultant shall not supply any services beyond the period the period of performance specified herein.

3.3 Consultant shall bill the City of Norwalk on a monthly basis and payment will be made within receipt of an acceptable invoice, which has been approved by the City Project Manager or a designated representative.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, Consultant shall submit to City invoices for all services performed and the expenses incurred pursuant to this Agreement during the preceding month. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the services performed for each day in the period. City shall review such invoices and notify Consultant within ten (10) business days of any disputed amounts.

4.2 Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. Upon City providing 24-hour prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available to City for review and audit by the City. City may conduct such review and audit at any time during Consultant's regular working hours.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such reuse.

7. Status as Independent Consultant. Consultant is, and shall at all times remain as to City, a wholly independent Consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Consultant relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultant shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees,

associates or subconsultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit D and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this Section 10 shall survive the termination of this Agreement.

11. Insurance.

11.1. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City,

(1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent Consultants in performance of services under this Agreement;

(2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000; and

(3) workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater, and

(4) professional liability (errors and omissions) insurance, with minimum combined single limits coverage of \$1,000,000, on a form approved by the City Attorney.

City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Consultant's work under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to City. The endorsement requirements set forth in this subsection shall not apply to the professional liability policy required by this Section 11.

11.3 All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits A, B and C. Consultant is required to file the completed policy endorsements with City on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on

file with City. The completed endorsements are subject to the approval of City. If for any reason it shall not be possible to obtain endorsements on City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City's forms unless otherwise agreed by the City Manager.

12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation, which City might require.

13. Termination. City may terminate this Agreement for any reason without penalty or obligation by written notice to the other party. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

All notices shall be delivered to the parties are the following addresses:

If to City: City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

With a copy to: James C.Parker, Director of Transportation
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5533

If to Consultant: _____

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex,

marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by City. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: _____
Ernie V. Garcia
City Manager

ATTEST:

By: _____
Theresa Devoy
City Clerk

APPROVED AS TO FORM:

By: _____
Steven L. Dorsey
City Attorney

By: _____
Name:
Title:

By: _____
Name:
Title:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

LETTER OF TRANSMITTAL

CITY OF NORWALK
Purchasing Division
12700 Norwalk Blvd., Room 6
Norwalk, CA 90650

SUBJECT: REQUEST FOR PROPOSAL NO. 10-345
ARCHITECTURAL DESIGN, ENGINEERING AND FINAL CONSTRUCTION
DRAWINGS FOR FACILITY IMPROVEMENTS AT THE CITY OF
NORWALK TRANSPORTATION/PUBLIC SERVICES FACILITY

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Norwalk to perform the work in accordance with the provisions in the Request for Proposal and any addenda thereto.

The Proposer agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the Work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Norwalk within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Proposer shall proceed with the Work upon receipt of a written Notice to Proceed (NTP) from the City.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Statement of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Norwalk will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____
_____ Dated _____	_____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Proposers Name _____

Business Address _____

Contact Person _____

Phone _____

_____ Signature of Authorized Officer	_____ Signature of Authorized Officer
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Consultant's License No. _____

Expiration Date: _____

License Classification: _____

SUMMARY OF REFERENCES

Proposers shall furnish the names, addresses and telephone numbers of a minimum of three references of customers for which they have furnished or are currently furnishing work of a similar nature to the requirements outlined in this RFP.

Company Name	
Address	
Phone Number/ E-mail	
Contact Person	
Description of Work and Contract Amount	

Company Name	
Address	
Phone Number/ E-mail	
Contact Person	
Description of Work and Contract Amount	

Company Name	
Address	
Phone Number/ E-mail	
Contact Person	
Description of Work and Contract Amount	

EXHIBIT A

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
 City of Norwalk
 12700 Norwalk Blvd.
 P.O. Box 1030
 Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| <input type="checkbox"/> General Liability Endorsement | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (____) _____

EXHIBIT B

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
 City of Norwalk
 12700 Norwalk Blvd.
 P.O. Box 1030
 Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT C

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
 City of Norwalk
 12700 Norwalk Blvd.
 P.O. Box 1030
 Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
---	------------------------------	----------------------------

- Following Form
- Umbrella Liability
- _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
--------------------------	-------------------	---------------

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT D

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description:

Indemnitor(s) *(list all names)*:

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name _____

Name _____

By: _____
Title:

By: _____
Title:

EXHIBIT E
SCOPE OF WORK

Section 4, Scope of Work, and Section 5, Additional Scope of Work, of RFP 10-345, is herein incorporated by reference.

EXHIBIT F

PRICE/COST SHEET

City shall receive a price/cost detail breakdown of all elements and tasks imperative to accomplish in each project outlined in the Section 4, Scope of Work, and Section 5, Additional Scope of Work, of RFP No. 10-345. Price/cost sheet shall be submitted with proposal.

ITEM	SCOPE OF WORK	PRICE (Not-to-Exceed)
Phase I	Planning and Preliminary Design - All labor, services, materials and equipment to complete the Planning and Preliminary Design as described in the Section 4, Scope of Work, subsection 5.0	\$
Phase II	Final Design - All labor, services, materials and equipment to complete the Final Design as described in the Section 4, Scope of Work, subsection 6.0	\$
ITEM	ADDITIONAL SCOPE OF WORK	PRICE (Not-to-Exceed)
Phase III	Construction Support Services - All labor, services, materials and equipment to complete the Final Design as described in the Section 5, Additional Scope of Work.	\$
	Total Fee Proposal	\$

EXHIBIT G

CERTIFICATION OF NON-COLLUSION

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competition; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purposes of restricting competition.

Dated: _____

Company Name: _____

Signature: _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 20__.

_____ My commission expires _____, 20__.

EXHIBIT H

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**
(applicable to contracts \$100,000 or greater)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential successful Proposer for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are 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 enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL SUCCESSFUL PROPOSER FOR A MAJOR THIRD PARTY CONTRACT), _____, 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. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

NOTE: Lower-tier Participants in this Contract (subcontractors, suppliers) are required to complete and submit identical certifications as the above to the City of Norwalk Transportation Department prior to award.

EXHIBIT I

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(applicable to contracts \$100,000 or greater)

I, _____, hereby certify on behalf of
(Name and title of company official)

_____ that:
(Name of company)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, 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 is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

Signed by: _____

Type or Print Name

EXHIBIT J

DESIGNATION OF SUBCONTRACTORS
(required for construction contracts)

To comply with the requirements of the California subletting and Subcontracting Fair Practices Act the Proposer shall submit with the proposal the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total proposal and shall list the portion of the work to be performed by each subcontractor.

Attach additional copies of this form if more space is needed.

Name and Address	Description of Work/Services	Estimated Dollar Amount

Firm Name Date

Name/Title



LIST OF CERTIFYING AGENCIES
 CALIFORNIA UNIFIED
 CERTIFICATION PROGRAM (CUCP)

Roster of Certifying Agencies

Note: Underlined website will include the California Unified Certification Program Application Package.

Area	Counties	Certifying Agencies
<p><u>Cluster 1</u></p> <p>Riverside, Imperial & San Diego (RIS)</p>	<p>Imperial Riverside San Diego</p>	<p><i>CITY OF SAN DIEGO</i> Equal Opportunity Contracting Program 1010 Second Avenue, #500, San Diego, CA 92101 Phone: (619) 533-4492 Fax: (619) 533-4474 www.sannet.gov</p> <p><i>SAN DIEGO UNIFIED PORT DISTRICT</i> Equal Opportunity Management P.O. Box 120488, San Diego, CA 92112-0488 Phone: (619) 686-6420 or (800) 854-2757 Fax: (619) 686-6413 www.portofsandiego.org</p> <p><i>SUNLINE TRANSIT AGENCY</i> Contracts and Compliance 32-505 Harry Oliver Trail, Thousand Palms, CA 92276-3501 Phone: (760) 343-3456, Ext. 167 Fax: (760) 343-3845 www.sunline.org</p>
<p><u>Cluster 2</u></p> <p>Los Angeles Area</p>	<p>Kern Los Angeles Orange San Bernardino San Luis Obispo Santa Barbara Ventura</p>	<p><i>CITY OF LOS ANGELES</i> Office of Compliance 600 South Spring St., Suite 1300, Los Angeles, CA 90014 Phone: (213) 847-6480 Fax: (213) 847-5566 www.lacity.org/bca</p> <p><i>ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA),</i> Small Business Programs 550 S. Main St, PO Box 14184, Orange, CA 92863-1584 Phone: (714) 560-5620 Fax: (714) 560-5792 www.octa.net</p>

Cluster 2
Continued

*LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY (MTA)*

Small Business Diversity and Labor Compliance
One Gateway Plaza, Los Angeles, CA 90012
Phone: (213) 922-2600 Fax: (213) 922-7660
www.mta.net

COUNTY OF ORANGE JOHN WAYNE AIRPORT
3160 Airway Avenue, Costa Mesa, CA 92626
Phone: (949) 252-5175 Fax: (949) 252-5225
www.ocair.com

Cluster 3

Bay Area/
Central Valley

Alameda
Amador
Calaveras
Contra Costa
Fresno
Kings
Madera
Marin
Mariposa
Merced
Monterey
Napa
San Benito
San Francisco
San Joaquin
San Mateo
Santa Clara
Santa Cruz
Solano
Sonoma
Stanislaus
Tulare
Tuolumne

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
(VTA) Small & Disadvantaged Businesses
3331 North First Street, San Jose, CA 95134-1906
Phone: (408) 321-5962 Fax: (408) 955-9729
www.vta.org

BAY AREA RAPID TRANSIT DISTRICT (BART)
Office of Civil Rights
1330 Broadway, #1702, Oakland, CA 94612
Phone: (510) 464-6195 Fax: (510) 464-7848
www.bart.gov

SAN JOAQUIN REGIONAL RAIL COMMISSION
DBE Liaison Officer
5000 S. Airport Way, #102, Stockton, CA 95206
Phone: (209) 468-5600 Fax: (209) 468-5613
www.acerail.com

CITY OF FRESNO DBE Program
2101 G Street, Building A, Fresno, CA 93706
Phone: (559) 498-4071 Fax: (559) 488-1069
www.ci.fresno.ca.us

CITY OF OAKLAND
Contract Compliance Office
250 Frank H. Ogawa Plaza, #3341, Oakland, CA 94612
Phone: (510) 238-3970 Fax: (510) 238-3363
www.oaklandnet.com

SAN MATEO COUNTY TRANSIT DISTRICT
(SAMTRANS)/PENINSULA CORRIDOR JOINT POWERS
BOARD (JPB) DBE Office
1250 San Carlos Avenue, San Carlos, CA 94070
Phone: (650) 508-7939 Fax: (650) 508-7738
www.samtrans.com

CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA)
Office of Civil Rights
2477 Arnold Industrial Way, Concord, CA 94520-5327
Phone: (925) 676-1976 Fax: (925) 686-2630
www.cccta.org

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
(AC TRANSIT) DBE Program Compliance Administrator
1600 Franklin Street, 6th Floor, Oakland, CA 94612
Phone: (510) 891-7176 Fax: (510) 891-4724
www.actransit.org

SAN FRANCISCO PUBLIC TRANSPORTATION DEPT.
Accessible Services and Contract Compliance
1145 Market Street, 7th Floor, San Francisco, CA 94103
Phone: (415) 934-3987 Fax: (415) 934-3980
www.sfmuni.com