



REQUEST FOR PROPOSALS (RFP#17-002)
and CONTRACT DOCUMENTS
for
TRANSIT CENTER IMPROVEMENTS/DESIGN-BUILD
For the SAN LUIS OBISPO
REGIONAL TRANSIT AUTHORITY

Key RFP Dates

Issued:	November 27, 2017
Written Questions/Pre-Proposal Meeting Visit:	December 4, 2017
Response to Questions:	December 8, 2017
Submit Proposals:	December 18, 2017

San Luis Obispo Regional Transit Authority
179 Cross Street, Ste. A
San Luis Obispo, CA 93401

REQUEST FOR PROPOSALS RFP#17-002

Notice is hereby given that the San Luis Obispo Regional Transit Authority shall accept sealed Proposals for the following:

Transit Center Improvements/Design-Build

Proposals must be submitted at or before 12:00 p.m., local time on December 18, 2017. Five (5) complete, separately bound copies of your Proposal response will be required. Proposals shall be in sealed envelopes marked "TRANSIT CENTER IMPROVEMENTS/DESIGN BUILD RFP#17-002".

This procurement is subject to a financial assistance agreement between RTA and the Federal Transit Administration (FTA). Any name appearing on the Comptroller General's list of ineligible contractors for federally financed projects is not eligible.

Proposals must be submitted to the following:

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
179 Cross Street, Suite A
San Luis Obispo, CA 93401
Attention: Michael Seden-Hansen - Special Projects Coordinator**

Copies of this RFP may be obtained at the San Luis Obispo Regional Transit Authority, 179 Cross Street, Ste. A, San Luis Obispo, CA 93401, 8:00 am to 4:30 pm, Monday through Friday, and online at <http://www.slorta.org/about-rta/request-for-proposals/>

RTA reserves the right to amend or terminate this Request for Proposals, accept all or any part of the Proposals, reject all Proposals, waive any informalities or non-material deficiencies in the Proposals received, and award as contract to the lowest responsible Proposer.

Michael Seden-Hansen
(805) 781-1147
mseden-hansen@slorta.org

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)
TRANSIT CENTER IMPROVEMENTS DESIGN/BUILD
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SECTION I

GENERAL INFORMATION FOR PROPOSERS

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY TRANSIT CENTER IMPROVEMENTS/DESIGN-BUILD

1. Proposals must be submitted to the RTA in sealed envelopes marked "***Proposals – Transit Center Improvements/Design Build***" on, or before, 12:00 p.m. on December 18, 2017. Pricing must be provided in a separate envelope marked "***Price Proposal***" using the form provided in Section IV of this RFP.
2. Proposals must be made in ink on the forms provided in the documents attached hereto. Proposers will state in numerals, the proposed price for each separate item of the work and in words for the total price. Do not leave blanks. If not proposing an item, enter "N/A".
3. Upon delivery to the RTA of a duly executed written notice, Proposals may be withdrawn at any time prior to the designated time for the opening of the Proposals.
4. Unless a Proposal is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by both parties thereto, or until the RTA manifests that it does not intend to accept the Proposals. Notice of acceptance of a Proposal shall not constitute rejection of any other Proposal.
5. The RTA reserves the right to waive inconsistencies in responses, if it deems that action to be in its best interest.
6. The person, or persons, to whom the Contract shall be awarded must execute said Contract in duplicate within ten (10) business days of notification of such award; and in case of failure to do so, he or they will be considered to have abandoned the contract. See Section V for a sample contract.
7. The RTA may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the RTA, under oath if so required, all such information and data for this purpose as the RTA may request.

PROPOSAL EVALUATIONS

1. A bid opening will be held immediately following the Proposal submission deadline. The final results will not be released until the RTA has awarded a contract.
2. Proposals will be reviewed by a committee consisting of representatives from the following RTA departments: Maintenance, Administration and Operations.
3. Following the submission of Proposals, the RTA reserves the right to contact vendors for the purpose of clarification of Proposal content or to seek further related information.
4. Price independence – the RTA will evaluate and rank the technical competence of the Proposers first, and then the price will be ranked. Submissions will be evaluated based on the following criteria:

	POINTS
A) Vendor qualifications, experience and references	30
B) Pricing Model	40
C) Implementation schedule	30

SECTION II

SCOPE OF WORK

1. INTENT

The intent of this RFP is to secure design and construction services for improvements to the RTA Transit Center bus stop hub located in downtown San Luis Obispo. This will include construction of concrete pads, laying of pavers, excavation and running of conduits, electrical and data connections inside the adjacent County Public Works building, and installation of various transit amenities. This is a design/build project.

2. DEMONSTRATION OF QUALIFICATIONS

The Proposers will provide a list of present and past clients and references in their Proposal, focusing on projects of a similar scope.

3. GENERAL

The project includes the final design and engineering of the project based on the Concept Plan included in the RFP as Attachment A-1, as well as construction of all improvements. These improvements include pathways, concrete and/or paver pads and utility channels at the RTA main transit center located at the southeast corner of Osos and Palm Streets in San Luis Obispo. Transit amenities, including passenger shelters, benches, signage (including changeable electronic message and static signage), bicycle racks, a bicycle tool station, and a Ticket Vending Machine (TVM), all provided by the RTA, will be installed as part of this project. This installation shall follow manufacturer's recommendations for all products. Construction will follow the plans and specifications as developed by the Contractor and accepted by the RTA. A design-build process will be used to address the technical aspects of the project, including excavation and laying of needed utility conduits and grading adjustments for areas in which amenities are to be installed.

A proposed traffic control plan, design/engineering schedule, construction schedule, and recycling/clean-up plan for the site must be included in the Proposal.

Existing amenities at the site that still have remaining life will be relocated to the RTA yard at 179 Cross Street. Others will be disposed of, in consultation with RTA.

The contractor will be responsible for any needed licensing or permitting required by the City or County of San Luis Obispo, in whose jurisdictions the work will take place.

4. PRE-PROPOSAL MEETING

A non-mandatory pre-Proposal meeting will be held with the potential submitters of Proposals on December 4, 2017. The pre-Proposal meeting will start at 11:00 a.m., at the passenger facility located at Osos and Palm Streets. All requests for information and answers to questions presented at the pre-Proposal meeting will be provide to all interested Proposers and posted online not less than seven (7) days in advance of the Proposal submission deadline

5. ADDITIONAL PROJECT DETAILS

The Contractor will complete the design, engineering and implementation of enhancements to the San Luis Obispo Regional Transit Authority’s principal passenger facility located on Osos Street at Palm Street in downtown San Luis Obispo. The attached site planning documents were developed in cooperation with City of SLO and County of SLO staff members, and the concept drawings were refined by Rademaker Design (see the Facility Layout Plan included as Attachment A-1).

Design Services

The Contractor will coordinate with RTA, City and County officials in finalizing design documents for this project. The Contractor is also responsible for applying for, paying for, and obtaining all construction-related permits from the City of San Luis Obispo; the RTA has already obtained City development approval (see Attachment A-2). The Contractor will be responsible for complying with all requirements spelled out in Attachment A-2.

The Contractor is responsible for providing back-up materials to the RTA required by the City and/or to work directly with the City to obtain permits, including:

- a. Final project design and construction drawings in substantial compliance with Attachment A-1. These drawings will be used by the Contractor to obtain a building permit from the City.
- b. Documentation portraying the colors and materials of all proposed building surfaces and other improvements on elevation drawings as required beyond the

vendor/supplier cut-sheets described below, to insure compliance with City and County requirements.

- c. Obtaining an encroachment permit from the Public Works Department. The encroachment plan shall show the street tree removal and any sidewalk installation per city standards.

A survey was completed of the site by the Wallace Group in October 2016, which is attached as Attachment A-3. The survey can be supplied in electronic format to the successful Proposer upon contract award. No curbs or interior building modifications would be required. The project involves trenching to access power and Internet connections inside the County Public Works building for the various electronic equipment described below.

The design services will include:

- i. Validation and update of the concept design layout (Attachment A-1) to address recent changes. For example, the concept design layout includes references to Landscape Forms passenger shelters, yet Tolar Manufacturing was awarded the contract to provide shelters, which will be available for inspection. In addition, replacement of the tree replacing the Melaleuca street tree needs to be addressed now that the City has approved its removal (see Attachment A-10). In addition, the site limits need to be defined in coordination with County officials, including how/where construction materials will be stored and the placement of temporary fencing. At the very least, one two- to three-hour workshop should be conducted that includes City of SLO, County of SLO and RTA staff members to ensure full buy-in of all partners.
- ii. Expansion of the passenger waiting area, and replacing existing lawn with pavers. The pavers and related materials will conform architecturally to the area surrounding the existing clock tower located at the corner of Monterey and Osos Streets. The Contractor will also design options for planters and/or a seat wall that will help discourage waiting passengers from approaching the County Public Works building at non-authorized access points. The design will also require reconfiguration of the existing landscape irrigation system.
- iii. Installation of four passenger shelters supplied by Tolar Manufacturing. All four shelters are supplied with interior benches and lighting (no wiring, although internal conduits are provided). The concrete footings/foundations needed for each shelter pillar will be addressed in the design. See the attached drawings (Attachment A-4) for shelter details.

- iv. Installation of four RTA-provided passenger benches supplied by Tolar Manufacturing. Note that these benches are separate from the seating supplied for the shelters, and the Contractor will work with RTA to refine the site layout to include their installation. The design will include footings and Contractor-provided hardware for properly mounting these stand-alone benches. See the attached drawings for details (Attachment A-5).
- v. Installation of one LED "next-bus" sign inside one large shelter and one smaller shelter. These two units were supplied by Sunrise Systems, although the Contractor will supply stainless steel mounting hardware and wiring. Two of the shelters were manufactured to properly mount the signs and to securely run the power and communications wiring. These units will require power and Internet-based communications. See the attached drawings (Attachment A-6).
- vi. Installation of one Ticket Vending Machine inside one of the smaller shelters. This Vendstar-3 unit has been supplied by GFI. The design will require power and Internet-based communications, as well as footings and Contractor-provided stainless steel hardware for properly mounting the unit. See the attached Installation Instructions (Attachment A-7).
- vii. Installation of two RTA-provided doubled-sided information kiosks supplied by Tolar Manufacturing. These units will require power for the manufacturer-provided back-lighting, as well as Contractor-provided stainless steel hardware. See the attached diagram (Attachment A-8).
- viii. Purchase and installation of a Peak Bike Rack that is pre-approved by the City. The final size and configuration will need to be developed cooperatively with RTA staff, with the expectation that the capacity be maximized to the extent possible. The Contractor's bid should provide details on the size and configuration used for purchasing purposes by RTA. A brochure for Peak Bike Racks is provided (Attachment A-9).
- ix. Purchase and installation of a Dero Fixit bike tool station (or approved equal); the Dero unit is used on the Cal Poly campus. CAD drawings for this example unit can be downloaded at <https://www.dero.com/product/fixit/>.
- x. Purchase and installation of a replacement street tree; the current tree is placed too close to the Palm Street curb, which prevents buses from fully pulling up to the curb. See the attached approval letter from the City (Attachment A-10). Contractor is responsible for obtaining the tree removal permit, including paying the \$81.00 fee.

Contractor will coordinate with the City Arborist and the RTA on the type of tree and its exact location.

Contractor will coordinate with the County to ensure that the power and communications needs of each new electronic device is appropriately addressed in the design. With the exception of the shelter with the Ticket Vending Machine, the lighting in the other three shelters and the two kiosks will include a timer system that allows the lights to go dark during RTA's non-service nighttime hours.

Construction Services

- a. Secure and maintain security of the site throughout the project construction period. To the extent possible, the construction project will allow continued operation of three RTA buses along Osos Street or around the corner on Palm Street, including sidewalk and crossings for passengers and pedestrians. Consideration for the comfort and convenience of the waiting passengers and the efficiency of the bus operations is required. Alternative amenities and conveniences will be expected for all construction that impacts the safety or comfort of passengers. Any alternative staging sites necessitated by construction shall be included in the Proposal.
- b. Demolition of the existing passenger amenities (two passenger shelters, a three-sided sign kiosk, benches and bike racks) not put into storages at RTA's directions, and proper disposal of the materials, with the expectation that the materials will be recycled to the extent possible. This also includes demolition of existing power conduits/wiring used for the existing 3-sided information kiosk.
- c. Purchase and installation of all underground power and communications needs for the various electronic devices that will be included in the project. Includes trenching, as well as the purchase and installation of all conduits, wiring, pull boxes/terminations, timer for lighting systems, and other related equipment. It is expected that each conduit run will include two additional empty conduits (one for power and one for communication) so that any future needs can be more easily accommodated. All conduit runs will be terminated at the adjacent County public works building. Contractor will connect and test all communications and power wiring implemented as part of this project.
- d. Installation of four RTA-provided shelters. The Contractor will transport the four shelters from the RTA Operations Facility (at 179 Cross Street in San Luis Obispo) to the construction site. The Contractor will construct the foundations to meet Tolar specifications, and assemble/install the shelters.

- e. Installation of two RTA-provided LED “next-bus” signs into the passenger shelters. The Contractor will transport the signs from the RTA Operating Facility to the construction site.
- f. Installation of an RTA-provided electronic Ticket Vending Machine manufactured by GFI. The Contractor will transport the Ticket Vending Machine from the RTA Operating Facility to the construction site.
- g. Installation of Contractor-provided new bike racks and bicycle tool station.
- h. Demolition of lawn area that will be replaced with pavers, and reconfiguration of the existing irrigation system. Install planters and/or seat wall in the remaining lawn area behind the passenger shelters. All materials, including the pavers, planters, plantings and any associated materials, will be provided by the Contractor.
- i. Installation of two RTA-provided double-sided backlit information kiosks. The Contractor will transport the kiosks from the RTA Operations Facility to the construction site.
- j. Removal and replacement the Melaleuca street tree located on Palm Street with a City-accepted tree. The Contractor will obtain authorization from the City of SLO on the final species and location after consultation with County of SLO and the RTA.
- k. Prepare and paint all curbs adjacent to bus layover bays along Osos and Palm Streets.
- l. To the extent necessary, repair any tripping hazards or other imperfections in the sidewalks in the site area through grinding, or by cutout and replacement.

SECTION III

FEDERAL REQUIRED CONTRACT CLAUSES

1. ACCESS TO 3RD PARTY RECORDS

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

2. FEDERAL FUNDING, INCORPORATION OF FTA TERMS AND FEDERAL CHANGES

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, 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 or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Agency requests that would cause the Agency to be in violation of the FTA terms and conditions.

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

3. FEDERAL ENERGY CONSERVATION REQUIREMENTS

The Contractor 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.

4. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

- i. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- ii. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - a. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 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 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it

shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

- i. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- ii. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1002 and 49 USC § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- iii. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who shall be subject to the provisions.

7. SUSPENSION AND DEBARMENT

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

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

By signing and submitting its Proposal, the Proposer or Proposer certifies as follows:

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

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

RTA currently has a DBE participation goal of not less than 5.1%

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance, as required.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Agency deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

9. RECYCLED PRODUCTS

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

10. CARGO PREFERENCE

The Contractor agrees to the following:

- i. To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
- ii. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division

of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)

- iii. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

11. FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

12. ADA ACCESS

The Contractor and any of its Sub-suppliers under this Contract agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- i. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- ii. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- iv. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

- v. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- vi. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- vii. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- viii. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- ix. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- x. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and
- xi. Any other implementing requirements FTA may issue.

13. CONSTRUCTION SAFETY

As prohibited by the safety requirements of Section 107 of the Contract Work hours and Safety Standards Act, 40 U.S.C. Section 3704 and 29 CFT Part 1926 "Safety and Health Regulations for Construction", the CONTRACT and subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous

14. TERMINATION

- i. This Agreement may be terminated by RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.
- ii. Upon such termination, Contractor shall submit to RTA an itemized statement of services performed as of the date of termination in accordance with Section II of this Agreement. These services may include both completed work and work in progress at the time of termination. RTA shall pay Contractor for any services for which compensation is owed; provided, however, RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of RTA without additional

compensation to Contractor.

15. PREVAILING WAGE/DAVIS BACON & ANTI-KICKBACK

Prevailing Wages

FTA funds, as well as California State funds, will be used to partially fund this project, therefore both State and Federal prevailing wages and benefits apply. It is the Contractor's responsibility to pay the higher of the two rates for each trade working on the project.

Pursuant to section 1770 et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor, and the debarment of Contractors and Subcontractors. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Copies are available at the RTA Offices or at the DIR website, <http://www.dir.ca.gov/DLSR/PWD>. The success bidder and all subcontractors must be registered with the DIR before the bid close date/time, and certified payrolls must be submitted as required by DIR.

Federal funds are being used on this project, and therefore, the Davis-Bacon Act (2 CFR part 200 Appendix II(D) and 29 CFR Part 5) apply. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the revised Special Provisions section of the contract documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and Subcontractors shall pay not less than the higher wage rate. The Davis-Bacon Act also requires that workers be paid no less frequently than every week. The Department of Labor wage rates and benefits are incorporated into Attachment A-11, which was downloaded on August 4, 2017; it is the Contractor's responsibility to pay the current rates.

See current DOL Publications for applicable wage rates.

Anti-Kickback – For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

16. CLEAN WATER AND CLEAN AIR

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the RTA to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). A-32. The Contractor agrees:

- i. It will not use any violating facilities;
- ii. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- iii. It will report violations of use of prohibited facilities to FTA; and
- iv. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

17. LOBBYING RESTRICTIONS AND CERTIFICATION

The Contractor will certify, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. 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.
- iii. 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 subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. BONDING REQUIREMENTS

Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the RECIPIENT. The amount of such guaranty shall be equal to 10% of the total bid price. In submitting this bid, it is understood and agreed by bidder that the RECIPIENT reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of RECIPIENT.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the RECIPIENT, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent RECIPIENT'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense RECIPIENT for the damages occasioned by default, then the undersigned bidder agrees to indemnify RECIPIENT and pay over to RECIPIENT the difference between the bid guarantee and RECIPIENT'S total damages so as to make RECIPIENT whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

i. Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the Recipient to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the RECIPIENT within ten (10) business days from Contract execution. The RECIPIENT requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the RECIPIENT and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. RECIPIENT may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RECIPIENT may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the RECIPIENT if:

- a. A bank in good standing issues it. The RECIPIENT will not accept a Letter of Credit from an entity other than a bank.
- b. It is in writing and signed by the issuing bank.
- c. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
- d. The RECIPIENT is identified as the Beneficiary.
- e. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.

- f. The effective date of the Letter of Credit is the same as the effective date of the Contract
- g. The expiration date of the Letter of Credit coincides with the term of this Agreement.
- h. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the RECIPIENT and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Sections X and Y) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

ii. Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Recipient as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

iii. Sample Bond Certifications: Performance Guarantee Certification

KNOW ALL BY THESE PRESENT: That
WHEREAS, the RTA Board of Directors has awarded to _____
(hereinafter designated as "Principal") a contract for construction of the _____;
and
WHEREAS, said Principal is required under the terms of said contract to furnish a
bond for the faithful performance of said contract;
NOW, THEREFORE, we, the Principal and _____,
as Surety, are held and firmly bound unto the San Luis Obispo Regional Transit
Authority, (hereinafter called "RTA"), in the penal sum
of _____, (\$ _____), lawful money of the
United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its

heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless RTA, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force virtue and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by RTA and judgment is recovered, Surety shall pay all costs incurred by RTA in such suit, including a reasonable attorney's fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the RECIPIENT elects, upon determination by the RECIPIENT and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the RECIPIENT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the RECIPIENT to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the RECIPIENT.

Signed and sealed this ____ day of 20____.

WITNESS PRINCIPAL

_____ (SEAL)

_____ (Title)

WITNESS SURETY

_____ (SEAL)

_____ (Title)

Attach hereto proof of authority of officers or agents to sign bond.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including guards and guards, on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on A-43 the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on

account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. BREACHES AND DISPUTE RESOLUTION

RTA shall have the following rights in the event that the RTA deems the Contractor guilty of a breach of any term under the Contract:

- i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- ii. The right to cancel this Contract as to any or all of the work yet to be performed;
- iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- iv. The right to money damages.

Rights and Remedies of Contractor – Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the Contractor expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the RTA directs Contractor to do so) or to suspend or abandon performance.

Remedies – Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the RTA takes action contemplated herein, the RTA will provide the Contractor with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes –

- Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTA's Deputy Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Deputy Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

- Example 2: The RTA and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the RTA and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

Performance during Dispute – Unless otherwise directed by the RTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor 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 RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

Rights and Remedies – The duties and obligations imposed by the Contract documents 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 RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

SECTION IV**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)
TRANSIT CENTER IMPROVEMENTS/DESIGN-BUILD
PROPOSAL**

This Proposal is made to San Luis Obispo Regional Transit Authority of San Luis Obispo, California herein called RTA, acting through its Special Projects Coordinator.

The undersigned, "Contractor", herein referred to as singular and masculine, declares as follows: that no person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any Proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for, or employed by, the RTA is directly interested therein, or in the supplies of work to which it relates, or in any portion of the profits thereof contrary to the ordinances of the city and county of San Luis Obispo and the Laws of the State of California; that it is understood that the RTA, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, any estimates in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several Proposals.

The Contractor further declares that he had carefully examined the above Scope of Work and form of Contract, and he proposes and agrees that, if this Proposal is accepted, he will contract with the RTA in accordance with the copy of the Contract Documents; this Proposal form and above Scope of Work being part of and included in a copy of said documents, to provide all necessary equipment and services to do all the work as specified in the Contract in the manner therein prescribed, and that he will take in full payment for the work, the unit or lump sum price applicable to that stated in the schedule below.

The Contractor will submit two separate documents as part of his Proposal:

1. Technical Proposal – this document will describe the experience of the Proposer in completing projects of a similar nature. The proposer will also provide the approach being proposed to validate the concept plan, finalize and obtain approval by the RTA and its partner agencies (County of SLO and City of SLO) for the design documents, and the proposed schedules for design/engineering and for construction. The Technical Proposal shall follow these requirements.
 - a. Four copies will be submitted.

- b. Maximum of 15 pages, including index (if any), narrative, tables, schedules etc.
 - c. Each copy will be bound and printed two-sided.
 - d. Minimum font size for narrative is 12 point.
 - e. Up to two 11" x 17" pages may be included in the 15-page maximum.
 - f. A design schedule and construction schedule will be provided that clearly shows proposed milestones.
2. Price Proposal Form (in a separate/sealed envelope) – see the form below. Only one copy is necessary, and up to two pages of narrative can be provided that describes any optional services proposed. However, the RTA will only consider the pricing of the base items described in Section II for the basis of contract award.

Price: Price must be written in ink, in words as well as figures, for the entire Proposal.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)
TRANSIT CENTER IMPROVEMENTS/DESIGN-BUILD PRICE PROPOSAL FORM**

ITEM#	SPECIFICATION ITEMS	PROPOSED PRICE
1	Design and Permitting Services	
2	Mobilization	
3	Materials	
4	Equipment to be used	
5	Traffic control plan/temporary facilities	
6	Construction	
7	Equipment Transport and Installation	
8	Clean-up	

RTA understands that different items might be combined into one. Please write "Included" and the item number (for example "Included in 2"). However, RTA strongly recommends breaking out each item's price where possible.

The undersigned Contractor agrees to execute and deliver within five (5) business days after notice of the award, a formal Contract with RTA for fulfillment of this Proposal.

The undersigned Contractor further agrees to either file with said Contract an insurance policy adequately protecting him against all claims under the Workmen's Compensation Acts for any work which he may do in connection with said Contract, or to file with said Contract a certificate signed by a reputable insurance agent stating that he is adequately covered by insurance to protect him against any claims under the Workmen's Compensation Acts which may be made in connection with his performance of this Contract.

The undersigned Contractor further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person to sign said Contract.

Dated this _____ day of _____, 201_____

Contractor (Name of Firm)

Name of Representative

Signature of Representative

Address

Telephone / Cell Number

Fax Number

E-Mail Address

NOTE: If the Contractor is a corporation, affix Corporate Seal and give below the names of its President, Treasurer, and General Manager. If a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

SECTION V

SAMPLE CONTRACT/AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY ("RTA") and _____ ("CONTRACTOR")

WHEREAS, the RTA desires to contract for TRANSIT CENTER IMPROVEMENTS/DESIGN-BUILD to be delivered over the term of the Contract and has issued an Request for Proposals (RFP#17-002) dated _____, 20____, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written Proposal dated _____, 20____, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide services to the RTA in accordance with the terms and conditions of this Agreement.

2. SCOPE OF WORK

The Contractor shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A (RFP Section II).

3. TERM OF AGREEMENT

The term of this Agreement will be for a one year term for design/build construction services commencing upon the RTA's issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 20 of this Agreement. The CONTRACTOR shall furnish the RTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

It is further understood that the term of Contract is subject to the RTA's right to terminate the Contract in accordance with Section 20 of this Agreement.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of the RTA. The RTA shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the RTA. If any materials are lost, damaged, or destroyed before final delivery to the RTA, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

5. CONFIDENTIALITY

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

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the RTA's Special Projects Coordinator.

6. USE OF SUBCONTRACTORS

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

7. CONTRACTOR'S KEY PERSONNEL

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

8. CHANGES

The RTA may make changes at any time, by written order, within the scope of services described

in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16 of this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the RTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the RTA prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive RTA approval for extra work prior to performing extra work may, at the RTA's sole discretion, result in nonpayment of the invoices reflecting such work.

9. CLAIMS OR DISPUTES

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

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the RTA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the RTA due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

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

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the RTA, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain

cost records of all work that is the basis of any dispute.

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

10. DISADVANTAGED BUSINESS ENTERPRISES

The RTA, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT). The current DBE participation goal is 5.1%.

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

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR

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

12. CONFLICT OF INTEREST

Depending on the nature of the work performed, a CONTRACTOR of the RTA is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern RTA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the Proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

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

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

No person previously in the position of Director, Officer, employee or agent of the RTA may act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the RTA, or any Officer or employee of the RTA, for a period of twelve months after leaving office or employment with the RTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

13. PROHIBITED INTEREST

No member, officer, or employee of the RTA during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Proposer or Contractor/Consultant by making a formal or informal appearance, or any oral or

written communication, before the RTA, or any officer or employee of the RTA, for a period of one year after leaving office or employment with the RTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a Contract.

14. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless the RTA, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the RTA or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

15. INSURANCE

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

insurance requirements of this section.

A. Types of Insurance

1. Workers' Compensation and Employers' Liability Insurance

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

- Waiver of Subrogation.

2. Commercial General Liability Insurance

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

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

Products and completed operations insurance shall be maintained for one years following termination of this Agreement.

3. Automobile Liability Insurance

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

- a. This insurance shall include coverage for, but not be limited to:
 - All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance

Property and/or transit insurance, whichever is applicable, with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
 - CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the RTA, if any.
 - Debris removal.
 - Builders risk for property in the course of construction.

- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

B. Endorsements1. Additional Insured

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

2. Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the RTA and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance

The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company or companies providing such policies shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the RTA.

4. Severability of Interests or Cross Liability

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

C. Evidence of Insurance

All Coverages - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Special Projects Coordinator of the RTA with a certificate evidencing

coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy or policies will not be cancelled or coverage altered without 30 days prior written notice to the RTA's Special Projects Coordinator.

D. General Provisions

1. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the RTA's Director of Maintenance.

2. Acceptable Insurers

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

3. Self-insurance

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

4. Failure to Maintain Insurance

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

E. Claims Made Coverage

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

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

2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of

adding all named insureds.

3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

F. Deductibles and Retentions

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the RTA.

16. COMPENSATION

The CONTRACTOR agrees to perform all the services included in Section 2, in accordance with the cost information provided in its Cost Proposal included in Section IV, which shall include all labor, materials, taxes, profit, overhead, insurance, delivery costs, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.

17. MANNER OF PAYMENT

RTA shall pay upon completion of services as provided for in the RFP. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Exhibit B, as agreed to by both parties. The RTA will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the RTA at 179 Cross Street, San Luis Obispo, CA 93401.

18. RTA WARRANTIES

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

19. RTA REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the RTA, the RTA'S Executive Director or such person or persons as they shall designate in writing from time to time, shall represent and act for the RTA.

20. TERMINATION

The RTA shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself

to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the RTA shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from the RTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the RTA shall only pay CONTRACTOR the contract price for goods and services delivered and accepted in accordance with the requirements set forth in this contract.

21. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR shall permit the authorized representatives of the RTA, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the RTA makes final payment under this Agreement.

22. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the RTA's Special Projects Coordinator, or designee, and the CONTRACTOR's designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the RTA: Michael Seden-Hansen
Special Projects Coordinator
San Luis Obispo Regional Transit Authority
179 Cross Street, San Luis Obispo, CA 93401

If to the CONTRACTOR: _____

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

23. ATTORNEYS' FEES

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

24. APPLICABLE LAW

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

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the RTA.

25. RIGHTS AND REMEDIES OF RTA

The rights and remedies of the RTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

26. BINDING ON SUCCESSORS

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

27. FEDERAL REQUIREMENTS

Applicable Federal Clauses to this Contract, as included in section III of the RFP document are attached as Appendix 1.

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

RTA:

CONTRACTOR:

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: _____

By: _____

Title: Executive Director

Title: _____

By: _____

ATTEST: _____

Title: _____

By: _____

Secretary for the RTA

APPROVED AS TO FORM:

By: _____

Attorney for the RTA

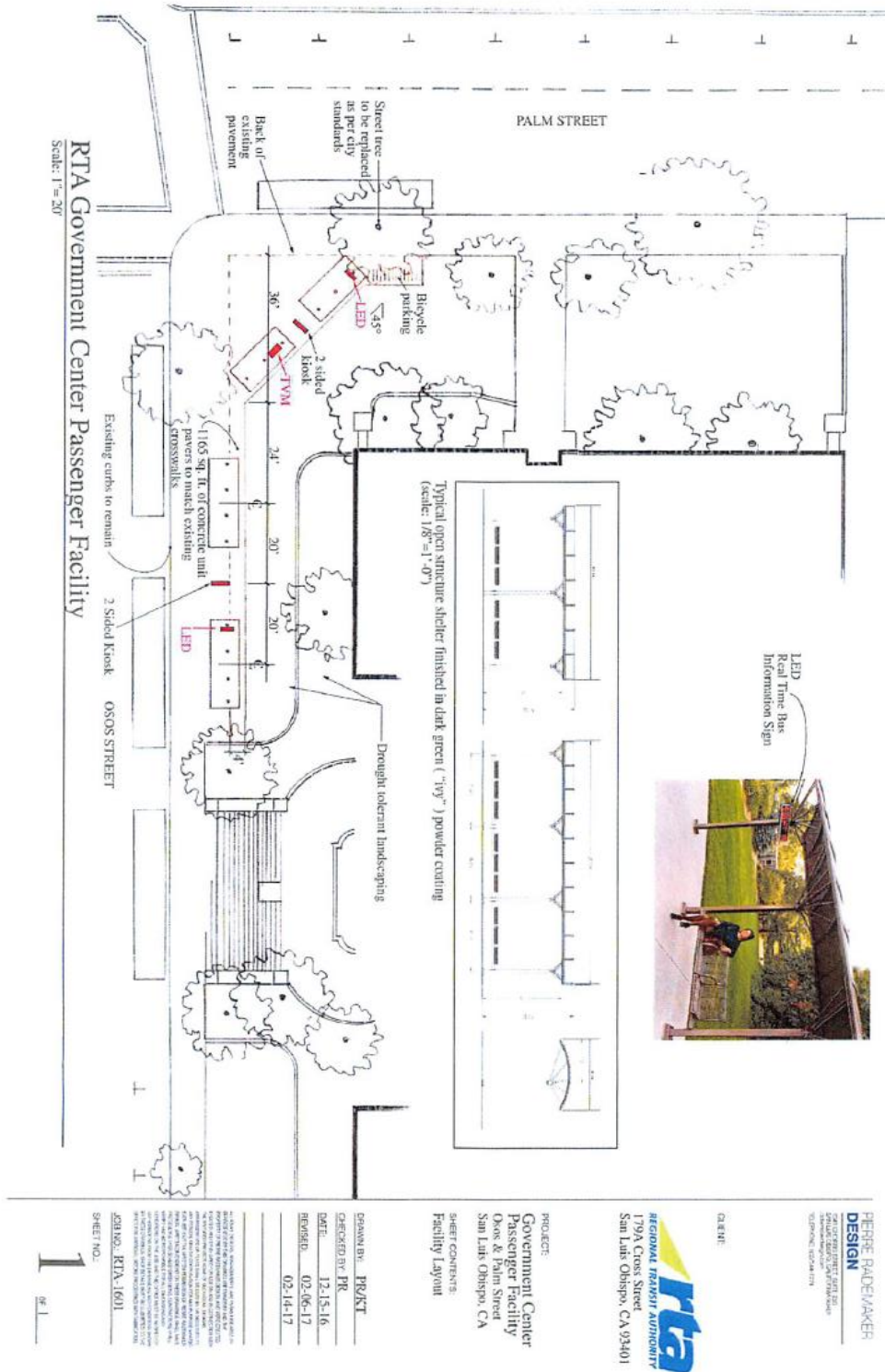
***Note:** If the CONTRACTOR is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the RTA is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws.)

SECTION VI ATTACHMENTS

Attachment A-1 - Facility Layout Plan



BERRE BADEMAKER
DESIGN

CLIENT:

REGIONAL TRANSIT AUTHORITY
179A Cross Street
San Luis Obispo, CA 93401

PROJECT:
Government Center
Passenger Facility
Osos & Palm Street
San Luis Obispo, CA

SHEET CONTENTS:
Facility Layout

DRAWN BY: RB/KT
CHECKED BY: PR
DATE: 12-15-16
REVISED: 02-06-17
02-14-17

JOB NO.: RTA-1601
SHEET NO.: 1

Attachment A-2 - City Development Approval



Community Development

919 Palm Street, San Luis Obispo, CA 93401-3218
805 781 7170
slocity.org

September 26, 2017

San Luis Obispo Regional Transit Authority
179 Cross Street
San Luis Obispo, CA 93401

SUBJECT: ARCH-0729-2017 (976 Osos)
Architectural review of proposed changes and expansion of Regional Transit Authority (RTA) transit center, including new canopies, information kiosks, and passenger amenities on Osos Street and Palm Street. The project also includes the removal of two metered street parking spaces along Osos Street, which will be removed to improve access and maneuverability of RTA busses

Dear San Luis Obispo Regional Transit Authority:

On September 26, 2017, I reviewed your plans for proposed upgrades to the Regional Transit Authority (RTA) transit center on Osos Street, which includes new canopies, information kiosk, and other passenger amenities. The project also includes the removal of two metered street parking spaces. I have determined that the project is minor or incidental and will not require review by the Architectural Review Commission. I have approved your plans, based on findings and subject to conditions of approval, as follows:

Findings

1. The project will not be detrimental to the health, safety, and welfare of persons living or working at the site or in the vicinity, because the project consists of upgrades to an existing facility that will improve services to transit customers and maneuverability of RTA busses.
2. The project is consistent with policy 3.1.1 of the General Plan, Circulation Element, which calls for the City to encourage transit accessibility, development, expansion, coordination and marketing throughout San Luis Obispo County to serve a broad range of local and regional transportation needs.
3. The proposed project is consistent with the Design and Development Guidelines for the Downtown (Community Design Guidelines 4.2.E) because the project extends the public sidewalk by providing pedestrian amenities such as ample seating, and provides bicycle parking.

976 Osos Street
ARCH-0729-2017
Page 2

4. The proposed project is compliant with the Downtown Parking Space Conversion Ordinance Resolution No. 10139 (2009 Series) because the proposed use serves and enhances the public good and provides adequate space for pedestrians while preserving adequate vehicle circulation and parking.
5. The project is categorically exempt under Class 3, New Construction or Conversion of Small Structures, Section 15303 of the CEQA Guidelines because the proposed project consists of construction and location of limited numbers of new, small facilities or structures.

Conditions

Please note the project conditions of approval do not include mandatory code requirements. Code compliance will be verified during the plan check process, which may include additional requirements applicable to your project.

Planning

1. The applicant shall defend, indemnify, and hold harmless the City and/or its agents, officers, and employees from any claim, action, or proceeding against the City and/or its agents, officers, or employees to attack, set aside, void, or annul the approval by the City of this project, and all actions relating thereto, including, but not limited to, environmental review ("Indemnified Claims"). The City shall promptly notify the applicant of any Indemnified Claim upon being presented with the Indemnified Claim and the City shall fully cooperate in the defense against an Indemnified Claim.
2. Final project design and construction drawings shall be in substantial compliance with the project plans. Any change to approved design or other conditions of approval must be approved by the Director or Architectural Review Commission, as deemed appropriate.
3. Plans submitted for a building permit shall call out the colors and materials of all proposed building surfaces and other improvements on elevation drawings.
4. Any proposed exterior lighting shall be shown on plans submitted for a building permit and shall be downward-facing, fully recessed, and shielded to avoid light trespass and adverse impacts to visibility of the night sky, consistent with Chapter 17.23 of the Zoning Regulations.

Public Works

5. An encroachment permit will be required from the Public Works Department for any work or construction staging in the public right-of-way.
6. The encroachment plan submittal shall show the street tree removal and sidewalk installation per city engineering standards. The plan shall show the required replacement street tree planting per the Tree Committee determination for reference.

976 Osos Street
ARCH-0729-2017
Page 3

7. The proposed 36" box street tree with 3" DBH stem as required by the Tree Committee shall be planted per city engineering standards. The tree species and location shall be review and approved by the City Arborist.

My action is final unless appealed within 10 calendar days of the date of this letter. Anyone may appeal the action by submitting a letter to the Community Development Department within the time specified. The appropriate appeal fee must accompany the appeal documentation. Appeals will be scheduled for the first available Planning Commission meeting date. If an appeal is filed, you will be notified by mail of the date and time of the hearing.

The Community Development Director's approval expires after three years if construction has not started. On request prior to the expiration of the original approval, the Community Development Director may grant a single, one-year extension.

If you have any questions, or if you need additional information, please contact Kyle Van Leeuwen at (805) 781-7091.

Sincerely,



Tyler Corey
Principal Planner
Community Development

Attachment A-3 - Site Survey

VICINITY MAP
N.T.S.

FOR INFORMATION ONLY
CONTRACT SCALE IS 1" = 40' HORIZONTALLY

WALLACE GROUP
ONE ENDRUSH DRIVE
SANTA ANA, CALIFORNIA 92705
714.952.1100
WWW.WALLACEGROUP.COM

NO.	DESCRIPTION OF WORK	DATE	BY
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SHEET LAYOUT AND SURVEY CONTROL

SURVEY NOTES

- THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACT OF 1987 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF CALIFORNIA. THE SURVEY WAS PERFORMED ON SEPTEMBER 27TH & 28TH, 2016. THE SURVEY WAS PERFORMED BY THE SURVEYING FIRM OF WALLACE GROUP, INC. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1987 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF CALIFORNIA. ALL DISTANCES SHOWN ARE IN FEET.
- THE CONSTRUCTION OF THE BUILDING IS IN ACCORDANCE WITH THE CITY OF SAN LUIS OBISPO ZONING ORDINANCE. THE BUILDING IS LOCATED ON THE CORNER OF SANTA ROSA STREET AND CROCKER STREET. THE BUILDING IS A THREE-STORY BUILDING WITH A TOTAL AREA OF 100,000 SQUARE FEET. THE BUILDING IS TO BE CONSTRUCTED ON A 100' X 100' LOT. THE BUILDING IS TO BE CONSTRUCTED WITH A TOTAL HEIGHT OF 100 FEET. THE BUILDING IS TO BE CONSTRUCTED WITH A TOTAL AREA OF 100,000 SQUARE FEET. THE BUILDING IS TO BE CONSTRUCTED WITH A TOTAL HEIGHT OF 100 FEET.
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SURVEY CONTROL POINTS

PT. NO.	NORTHING	EASTING	ELEV.	DESC.
1	10000.00	10000.00	1000.00	100' X 100' CORNER
2	10000.00	10000.00	1000.00	100' X 100' CORNER
3	10000.00	10000.00	1000.00	100' X 100' CORNER
4	10000.00	10000.00	1000.00	100' X 100' CORNER
5	10000.00	10000.00	1000.00	100' X 100' CORNER
6	10000.00	10000.00	1000.00	100' X 100' CORNER
7	10000.00	10000.00	1000.00	100' X 100' CORNER
8	10000.00	10000.00	1000.00	100' X 100' CORNER
9	10000.00	10000.00	1000.00	100' X 100' CORNER
10	10000.00	10000.00	1000.00	100' X 100' CORNER
11	10000.00	10000.00	1000.00	100' X 100' CORNER
12	10000.00	10000.00	1000.00	100' X 100' CORNER
13	10000.00	10000.00	1000.00	100' X 100' CORNER
14	10000.00	10000.00	1000.00	100' X 100' CORNER
15	10000.00	10000.00	1000.00	100' X 100' CORNER
16	10000.00	10000.00	1000.00	100' X 100' CORNER
17	10000.00	10000.00	1000.00	100' X 100' CORNER
18	10000.00	10000.00	1000.00	100' X 100' CORNER
19	10000.00	10000.00	1000.00	100' X 100' CORNER
20	10000.00	10000.00	1000.00	100' X 100' CORNER
21	10000.00	10000.00	1000.00	100' X 100' CORNER
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25	10000.00	10000.00	1000.00	100' X 100' CORNER
26	10000.00	10000.00	1000.00	100' X 100' CORNER
27	10000.00	10000.00	1000.00	100' X 100' CORNER
28	10000.00	10000.00	1000.00	100' X 100' CORNER
29	10000.00	10000.00	1000.00	100' X 100' CORNER
30	10000.00	10000.00	1000.00	100' X 100' CORNER

SURVEYOR'S STATEMENT

I, THE SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND THAT I HAVE BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF CALIFORNIA. I HAVE PERSONALLY CONDUCTED THE SURVEY AND I AM AWARE OF THE CONTENTS OF THIS SURVEY AND I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING. I HAVE BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF CALIFORNIA. I HAVE PERSONALLY CONDUCTED THE SURVEY AND I AM AWARE OF THE CONTENTS OF THIS SURVEY AND I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING. I HAVE BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF CALIFORNIA. I HAVE PERSONALLY CONDUCTED THE SURVEY AND I AM AWARE OF THE CONTENTS OF THIS SURVEY AND I AM NOT PROVIDING ANY INFORMATION THAT IS FALSE OR MISLEADING.

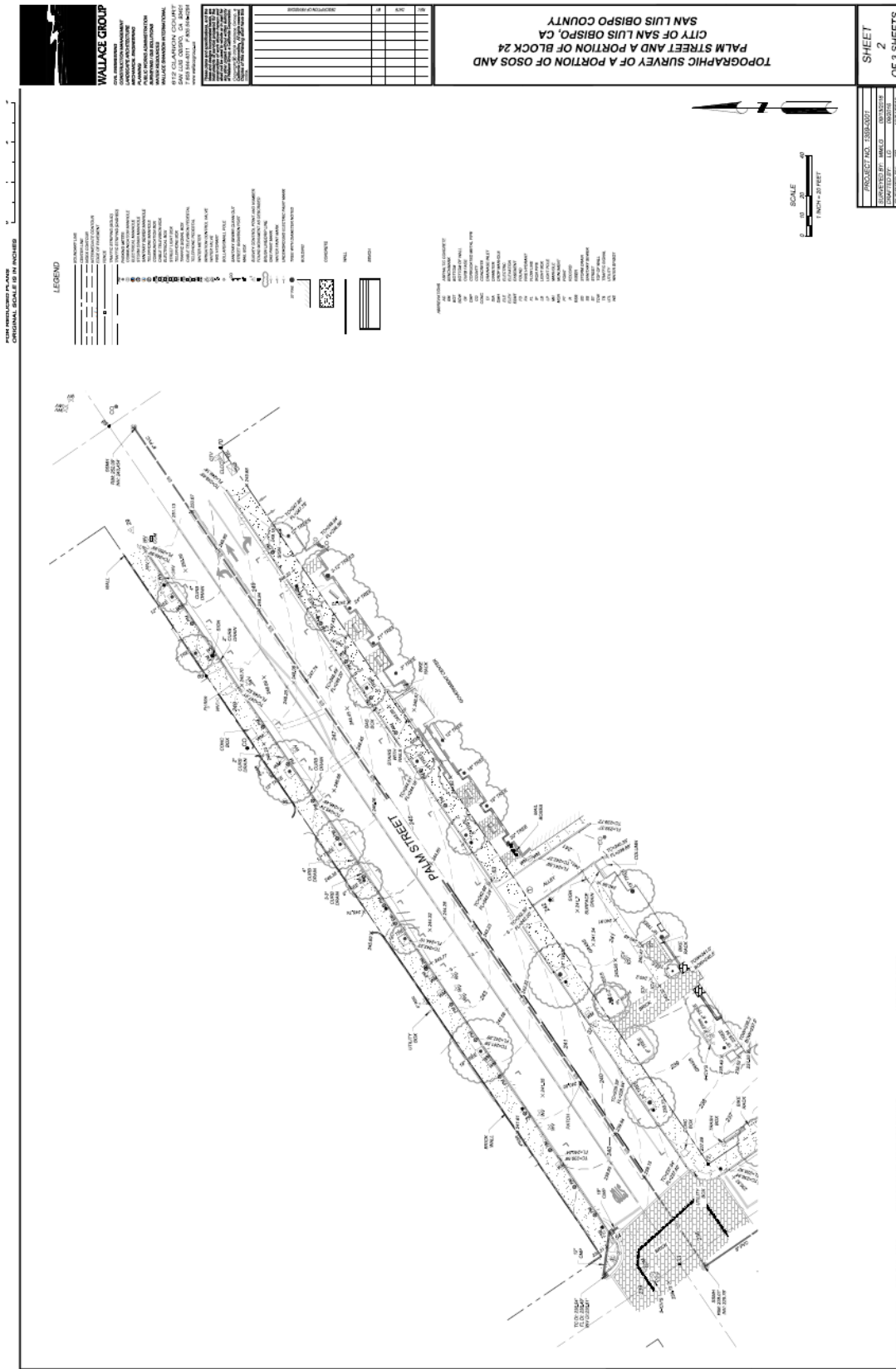
DATE: 09/28/2016

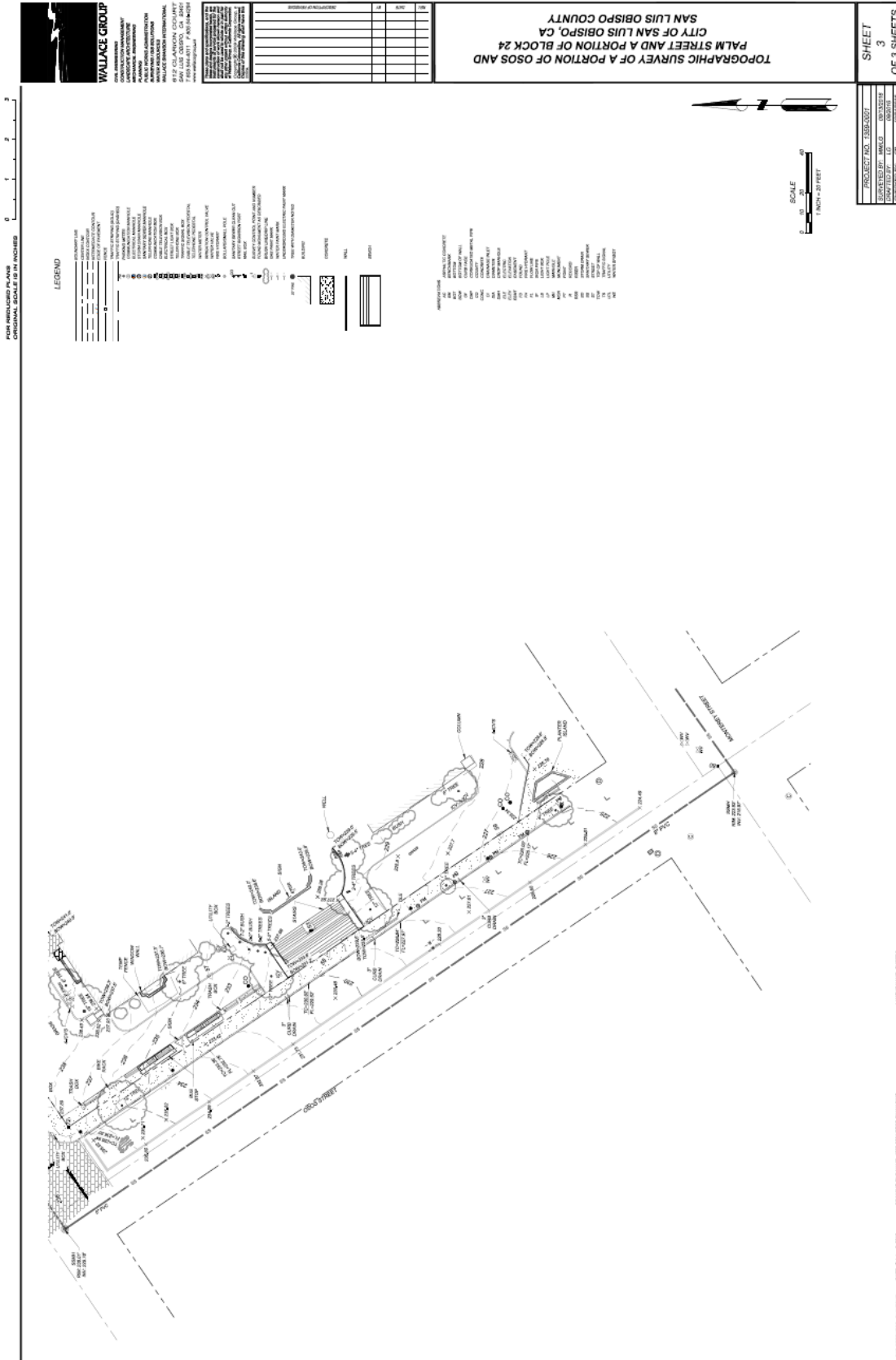
Chad Wallace
CHAD WALLACE
No. 5039
Exp. 03/31/2017
LICENSED SURVEYOR
STATE OF CALIFORNIA

TOPOGRAPHIC SURVEY OF A PORTION OF OSOS AND PALM STREET AND A PORTION OF BLOCK 24 SAN LUIS OBISPO COUNTY

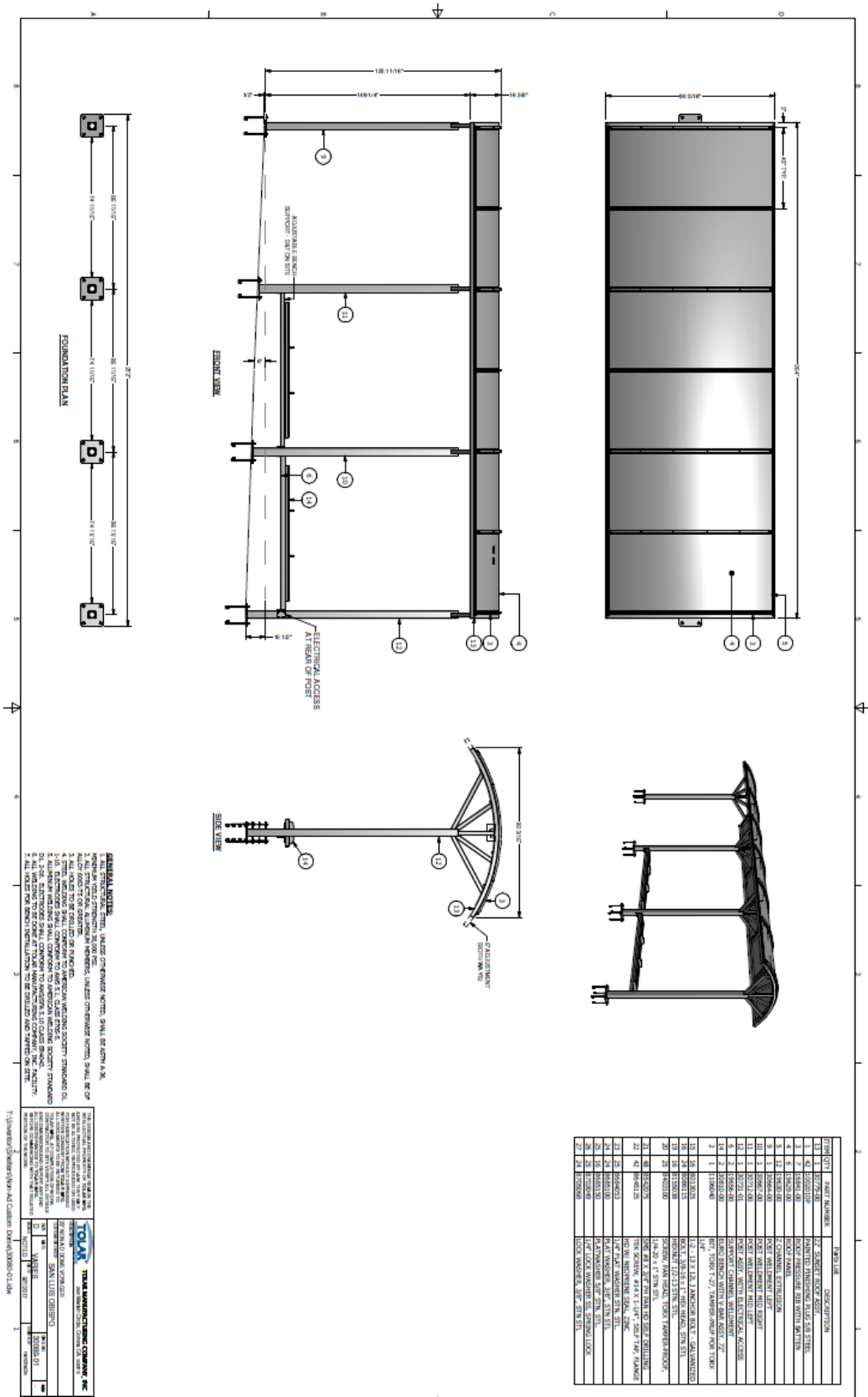
WALLACE GROUP
ONE ENDRUSH DRIVE
SANTA ANA, CALIFORNIA 92705
714.952.1100
WWW.WALLACEGROUP.COM

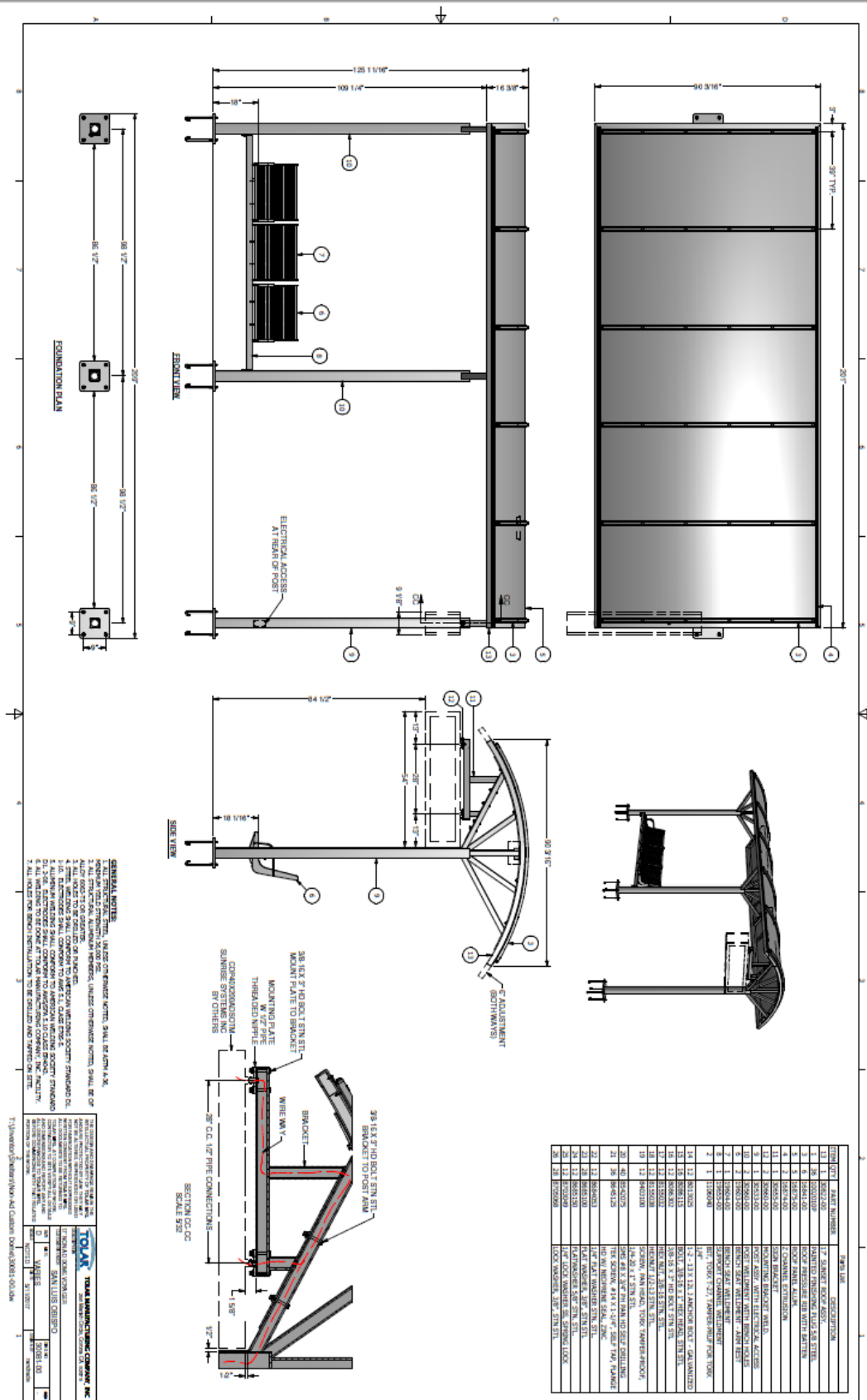
SHEET 1
OF 3 SHEETS





Attachment A-4 - Shelter Diagrams



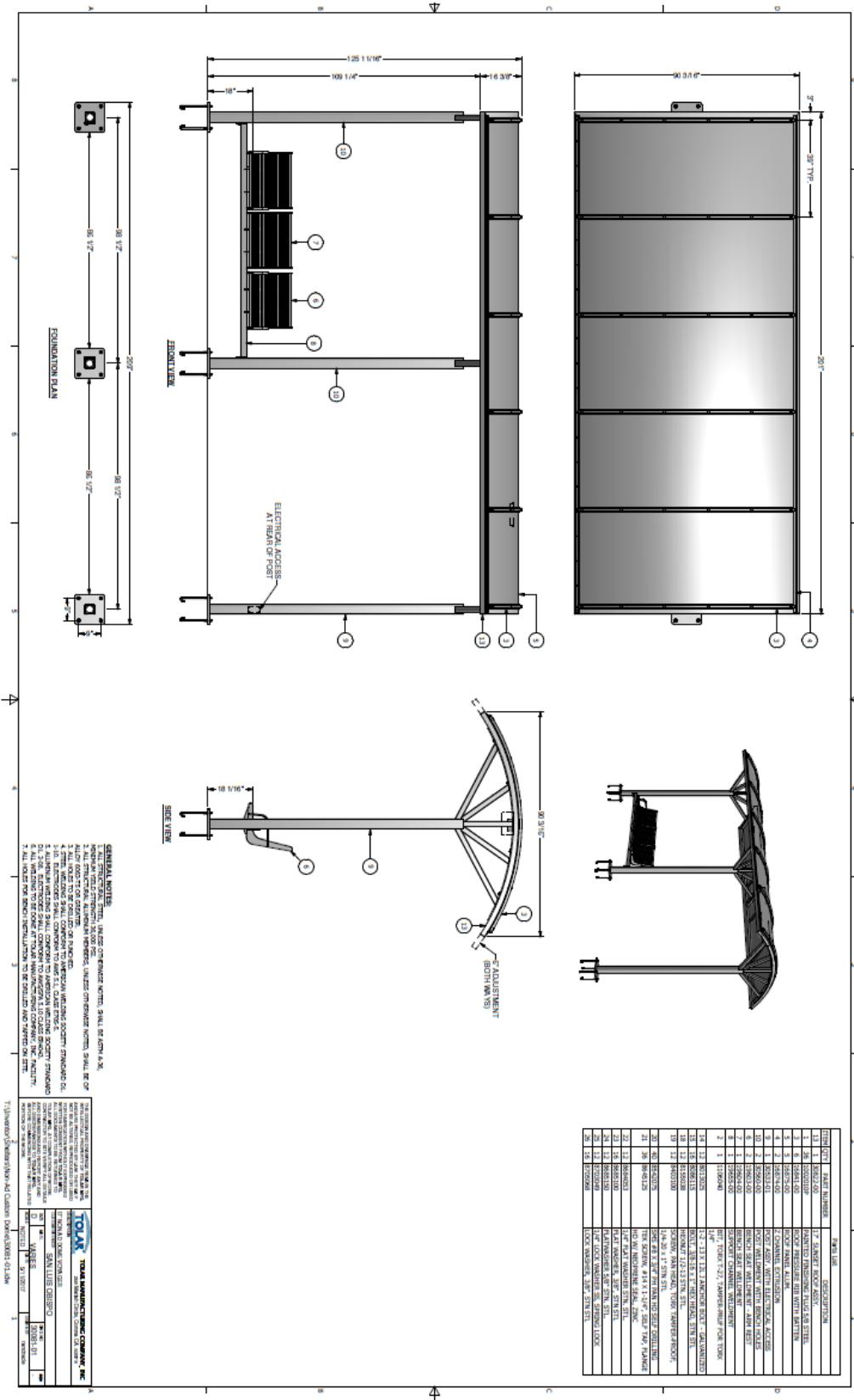


ITEM NO.	QTY	DESCRIPTION
1	1	1\"
2	1	2\"
3	1	3\"
4	1	4\"
5	1	5\"
6	1	6\"
7	1	7\"
8	1	8\"
9	1	9\"
10	1	10\"
11	1	11\"
12	1	12\"
13	1	13\"
14	1	14\"
15	1	15\"
16	1	16\"
17	1	17\"
18	1	18\"
19	1	19\"
20	1	20\"
21	1	21\"
22	1	22\"
23	1	23\"
24	1	24\"
25	1	25\"
26	1	26\"
27	1	27\"
28	1	28\"
29	1	29\"
30	1	30\"

GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. SHALL BE APPROX.
 2. MATERIALS SHALL BE AS SPECIFIED OR OF EQUAL OR BETTER QUALITY.
 3. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.
 4. ALL MATERIALS SHALL BE GALVANNEAL STEEL UNLESS OTHERWISE NOTED.
 5. ALL MATERIALS SHALL BE PAINTED WITH AN EPOXY PRIMER AND A FINISH COAT OF POLYURETHANE PAINT.
 6. ALL MATERIALS SHALL BE PAINTED WITH AN EPOXY PRIMER AND A FINISH COAT OF POLYURETHANE PAINT.
 7. ALL MATERIALS SHALL BE PAINTED WITH AN EPOXY PRIMER AND A FINISH COAT OF POLYURETHANE PAINT.
 8. ALL MATERIALS SHALL BE PAINTED WITH AN EPOXY PRIMER AND A FINISH COAT OF POLYURETHANE PAINT.
 9. ALL MATERIALS SHALL BE PAINTED WITH AN EPOXY PRIMER AND A FINISH COAT OF POLYURETHANE PAINT.
 10. ALL MATERIALS SHALL BE PAINTED WITH AN EPOXY PRIMER AND A FINISH COAT OF POLYURETHANE PAINT.

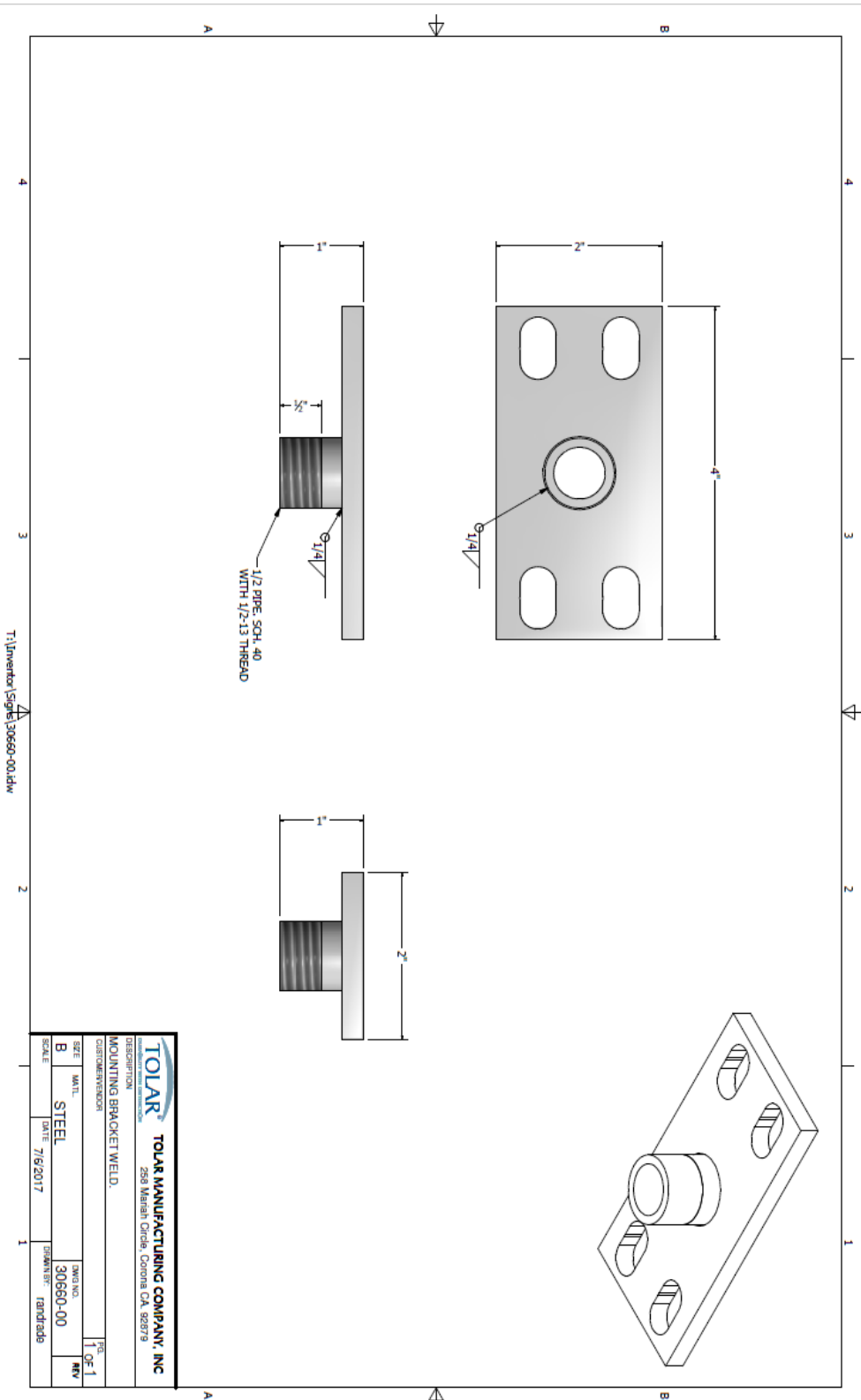
TOLAR
 TOTAL MATERIALS COMPANY, INC.
 11750 Greenwood Avenue, Houston, TX 77042
 (281) 410-1111
 www.tolar.com

SECTION C.C.02
 SCALE 5/8\"

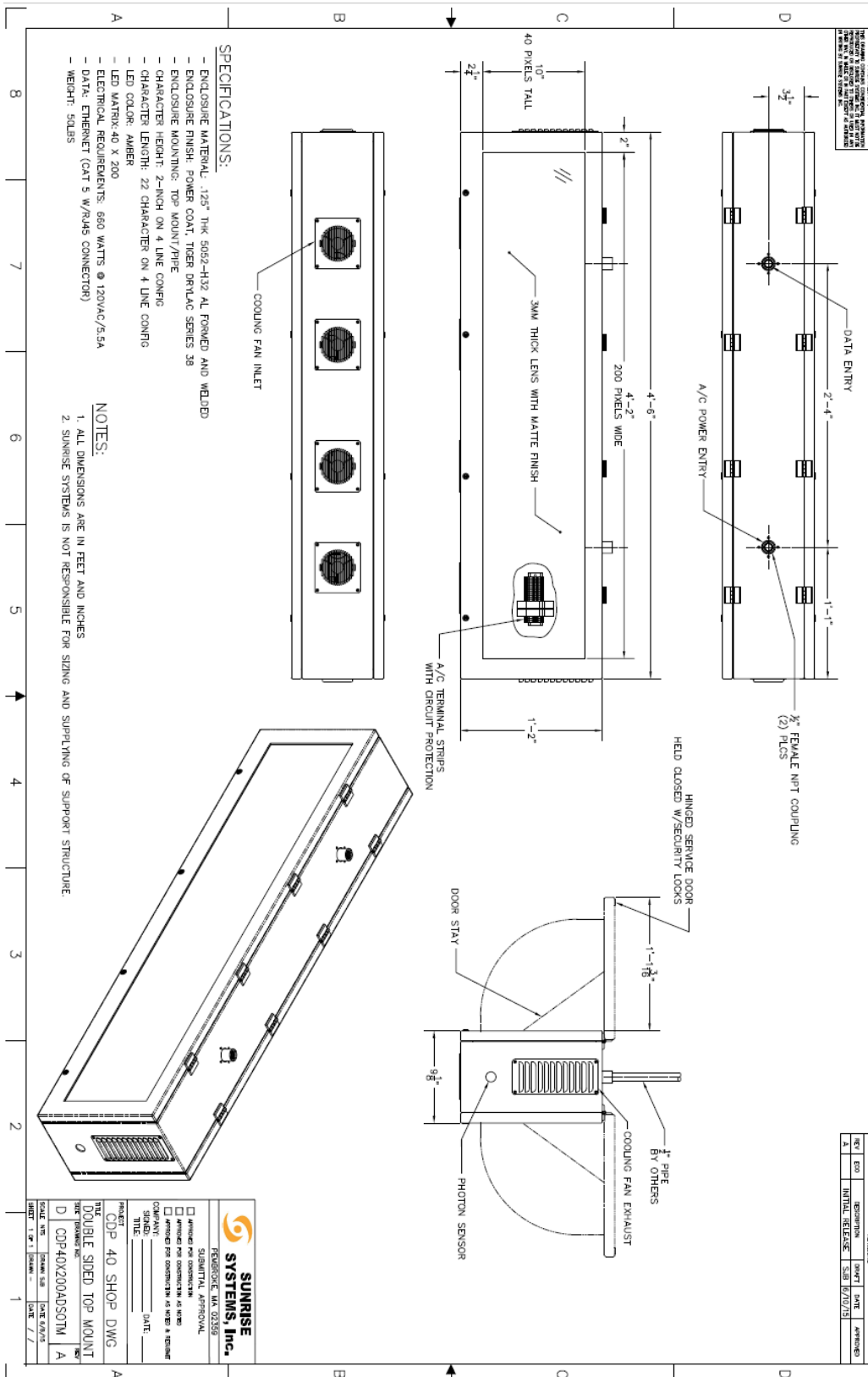


ITEM NO.	QUANTITY	DESCRIPTION
1	1	ALUMINUM ELECTRICAL CABINET
2	1	ALUMINUM ELECTRICAL CABINET
3	1	ALUMINUM ELECTRICAL CABINET
4	1	ALUMINUM ELECTRICAL CABINET
5	1	ALUMINUM ELECTRICAL CABINET
6	1	ALUMINUM ELECTRICAL CABINET
7	1	ALUMINUM ELECTRICAL CABINET
8	1	ALUMINUM ELECTRICAL CABINET
9	1	ALUMINUM ELECTRICAL CABINET
10	1	ALUMINUM ELECTRICAL CABINET
11	1	ALUMINUM ELECTRICAL CABINET
12	1	ALUMINUM ELECTRICAL CABINET
13	1	ALUMINUM ELECTRICAL CABINET
14	1	ALUMINUM ELECTRICAL CABINET
15	1	ALUMINUM ELECTRICAL CABINET
16	1	ALUMINUM ELECTRICAL CABINET
17	1	ALUMINUM ELECTRICAL CABINET
18	1	ALUMINUM ELECTRICAL CABINET
19	1	ALUMINUM ELECTRICAL CABINET
20	1	ALUMINUM ELECTRICAL CABINET
21	1	ALUMINUM ELECTRICAL CABINET
22	1	ALUMINUM ELECTRICAL CABINET
23	1	ALUMINUM ELECTRICAL CABINET
24	1	ALUMINUM ELECTRICAL CABINET
25	1	ALUMINUM ELECTRICAL CABINET
26	1	ALUMINUM ELECTRICAL CABINET
27	1	ALUMINUM ELECTRICAL CABINET
28	1	ALUMINUM ELECTRICAL CABINET
29	1	ALUMINUM ELECTRICAL CABINET
30	1	ALUMINUM ELECTRICAL CABINET

Attachment A-5 - Electronic Signage Mounting Hardware Diagrams



Attachment A-6 - Electronic Sign Connection and Product Information



Attachment A-7 - TVM Installation Guidelines

2.1 Select and Prepare Site

NOTICE: The TVM III equipment must be mounted directly and permanently on a non-combustible surface.

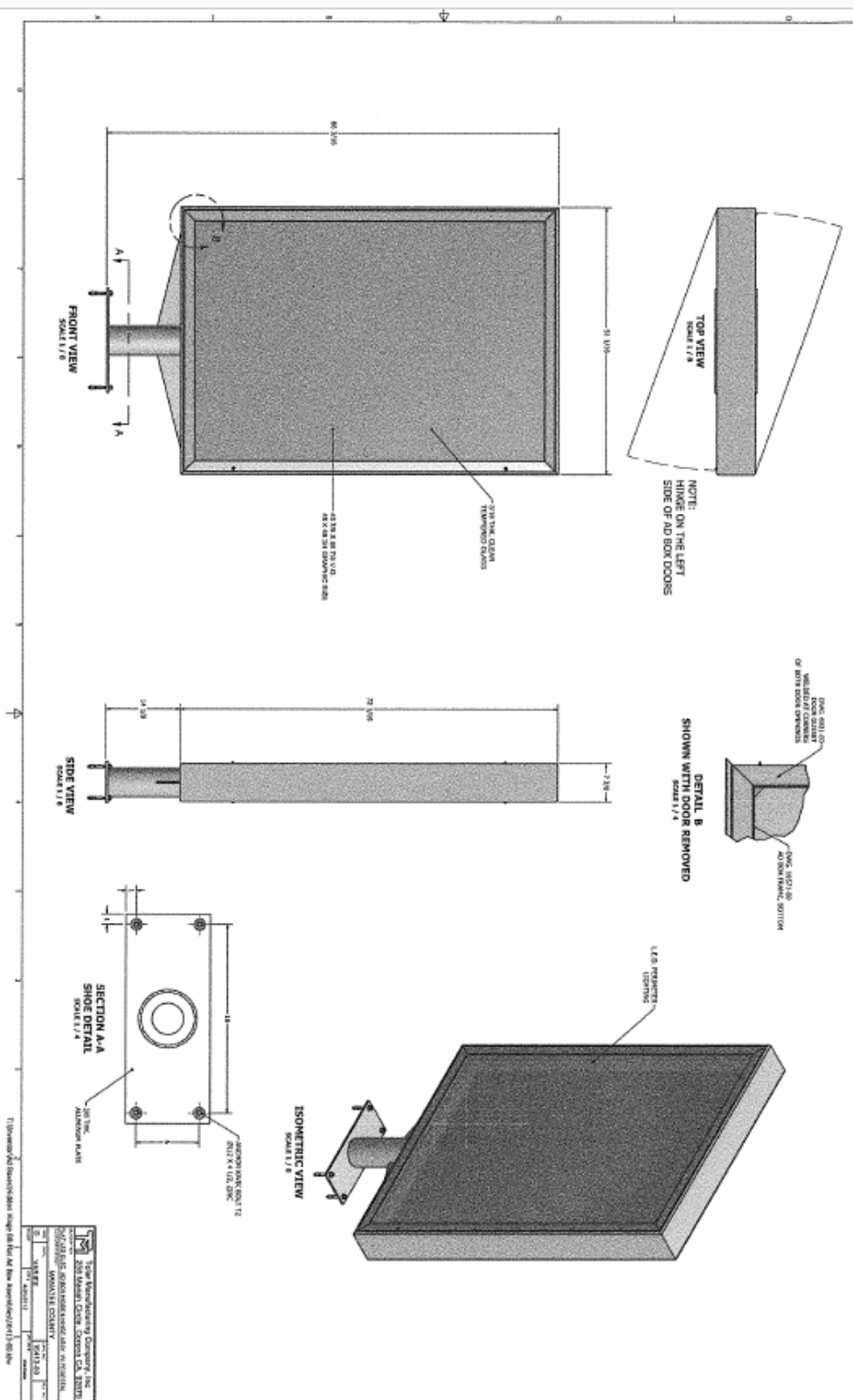
When choosing the TVM site, first review the machine's dimensions in Figure 2-1. The TVM must be installed on a level floor surface capable of supporting a load of at least 20 pounds per square inch. Shims may be used as necessary for level installation. It is recommended shimming not exceed 1/2" height. Heights greater than recommended may be acceptable at a single point. GFI will inspect locations proposed for TVM installation and advise the agency of any required site modifications prior to installation. Customer is responsible for the indicated site modifications and for providing power and data communications lines – GFI will make final hookups unless other arrangements have been made. Position the TVM so that doors can open fully, providing unimpeded access to the TVM interior. Before permanent installation is made, try out the site by testing. To do so, move the TVM to the site and make sure the TVM door can be opened with enough clearance for proper ventilation (minimum 6") as in Figure 2-3.

Although the TVM can be installed in any environment, GFI recommends an agency-provided canopy or shelter in outdoor locations to protect customers and service personnel from the elements. The TVM display has been designed to remain legible in bright sunlight. Nonetheless, for optimal readability, it is advisable to position the TVM so that it faces north or south rather than east or west to minimize glare.

TVM INSTALLATION SPECIFICATIONS & CLEARANCES

Item	Specification
TVM dimensions	71" high x 31" wide x 20" deep (24" deep including washlight)
TVM weight	680-700 lbs.
TVM floor load	Floor must support 20 lbs./sq. in. minimum
Door swing clearance	30" radius through 120° arc
Electrical	115 VAC 30A maximum electrical service. Wiring to the TVM equipment shall be 3 conductors #10 awg or larger depending on the length of the run. Recommended colors – black, white and green.
Communications options	Ethernet or other TCP/IP-based network via copper or fiber optic cabling (preferred); cellular modem (agency must contract with cellular carrier).

Attachment A-8 - Information Kiosks/Display Cases



Attachment A-9 – Peak Bike Rack information



Here at Peak Racks, functionality, quality and customer service come first. We offer high quality racks made with 95% recycled materials. Specifically designed for **space efficiency**, Peak Racks patented Tangle-Free bicycle racks are vertically staggered to eliminate handle bar tangles and to optimize limited space. The Vertical Stagger also allows all slots in the rack to be used simultaneously.

Peak Racks offer **excellent security** by allowing the frame and wheel of each bike to be locked with a U-lock or cable lock. To ensure your satisfaction, Peak Racks also offers **area survey** and **site design services**. Available in configurations from 1 to 8-bike slots, Peak Racks fit all bike sizes. Our talented staff has years of experience with design and layout of bike parking facilities and would be happy to help you solve your bike parking needs.

Call (805) 235-8812
for Site Design and
Consultation



Rack Prices

All racks are available with a galvanized or a protective powdercoat finish with various color options

Coating Option	\$/Bike Slot
Hot Dipped Galvanized	\$75
Powdercoat Finish	\$85
Powdercoat with Clear Coat	\$95

Campus Racks

Home Racks
(lightweight steel)
\$50/Bike Slot

Custom Racks
Call for pricing

Install Peak Racks and save valuable space:

(805) 235-8812
www.PeakRacks.com
info@peakracks.com

**The Next Generation in
Bicycle Parking**



Single-Sided Campus Rack

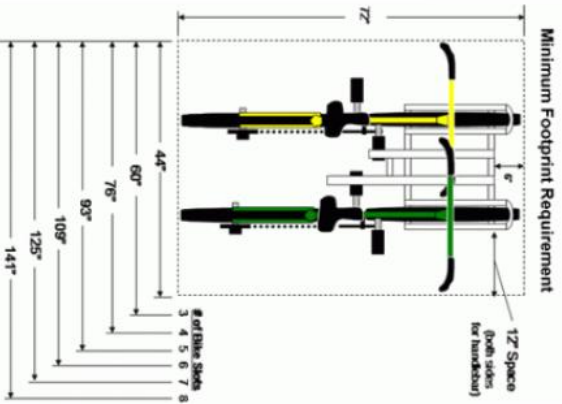




Single-Sided Rack

Patented TANGLE-FREE design allows for more bikes in less space with a clean and organized look. These racks are designed and built by cyclists for cyclists to encourage bicycle riding.

Peak Racks



Product Features



- **No handlebar tangles**—Peak Racks incorporates a vertically staggered design that offsets every other bicycle to eliminate handle bar tangles and achieve dense parking. This design makes Peak Racks the most functional and efficient bike parking rack available. Bikes can be inserted into an empty space between bikes without hassle.
- **Universal Bicycle Parking**—All types and sizes of bikes will fit securely in Peak Racks.
- **Minimum space requirement**—Vertically staggered design allows for tighter parking density thus taking up less space.
- **Two free hands locking**—Rack safely and securely holds your bicycle upright while you have two hands free to attach a locking device. Bikes won't fall and scratch paint!
- **Free standing design**—Rack will function perfectly well without having to be attached or secured to the ground. For security, rack should be bolted but only 6 fasteners per 8 bikes are required.
- **Easy to install after flatwork**—Design doesn't require installation during construction and can easily be added afterwards.
- **Tamper resistant, removable fastening**—Special stainless steel, tamper-proof fasteners are available in addition to our standard galvanized mounting hardware.



The Locking Bar

The locking bar is precisely located so that the bicycle wheel, the frame and the locking bar meet for easy and secure locking.

- No more having to bend over or lean into tight spaces.
- Allows for a small diameter U-lock or cable lock.



Additional information is available at: <http://peakracks.com/>

A-10 Street Tree Removal Authorization



Public Works - Urban Forestry

25 Prado Road, San Luis Obispo, CA 93401-3218
805.781.7220
slcity.org

August 29, 2017

County of San Luis Obispo
Real Property
1087 Santa Rosa St.
San Luis Obispo, CA 93408

Your application for tree removal at **976 Osos St.** has been reviewed by the City of San Luis Obispo Tree Committee. After careful consideration of the facts provided by you and an on-site inspection of the tree(s), the Committee members have voted to **approve** your request for **removal of the Melaleuca alternifolia tree**. The "Public Notice" must remain up for ten (10) days to allow members of the public to appeal the Committee's decision to the City Council. After this posting period, if no appeal is filed, a tree removal permit will be issued. The cost of the permit is **\$81.00**, payable with cash or check only. You will need to call 781-7220 to arrange to pick up and sign for the permit.

If an appeal is received, the City Council will hold a public hearing on the appeal within 45 calendar days of receipt of the appeal. You will be notified both of the appeal and of the subsequent meeting by the City Council.

Please note that you are required to plant (1) 36" box size replacement Street tree with 3" DBH stem as noted on your permit.

If you have any questions regarding this process, you may contact Ron Combs at (805) 781-7023, Monday through Thursday.

Respectfully,

Ron Combs
City Arborist - Urban Forester