



**REQUEST FOR QUALIFICATIONS
FOR
CITY PROJECT MANAGEMENT AND
CONSTRUCTION SUPERINTENDANT SERVICES**

Agreement #24-01

Date Released: April 13, 2024

**City of Marysville
Department of Public Works
526 C Street
Marysville, CA 95901**

**Proposals are due prior to
Bid Opening at 3:00 P.M. on 04/26/2024**

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Project Manager/Construction Superintendent Services

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REQUEST FOR QUALIFICATIONS

City Project Management/ Construction Superintendent Services

I. INTRODUCTION

This Request for Qualifications (RFQ) is intended to select a qualified firm or individual to provide Project Management/ Construction Superintendent services to the City of Marysville, California. The City is seeking the services of a firm or qualified individual to provide City Services with knowledge and experience in a variety of basic on-site project management and oversight activities.

II. GENERAL INFORMATION

- 2.1. Total amount payable to the Consultant shall not exceed \$200,000.00, with an initial performance period of two (2) years. The agreement may be extended by the CITY for three (3) one-year terms, not to exceed a total contract period of five (5) years.
- 2.2. All qualified firms or individuals interested in providing these services are invited to submit their Statement of Qualifications (SOQs). The Consultant's SOQs will be evaluated and ranked according to the criteria provided in the "Proposal Evaluation" section of this RFQ. The City will select a firm or individual based on ranking and then negotiate with that firm or individual based on their established rates for the scope and cost of the project.
- 2.3. Addenda to this RFQ, if issued, will be posted on the City of Marysville website at:

<https://www.marysville.ca.us/bids-rfps>
- 2.4. The Consultant's attention is directed to Appendix A, "Submittal Requirements."
- 2.5. Submit three (3) hard copies and one (1) electronic copy in Portable Document Format (PDF) (labeled, USB flash memory device) of the Consultant's statement of qualifications. A proposed fee schedule following the format of Caltrans Local Assistant Procedures Manual (LAPM) form 10-H2, valid for the Agreement years 2024/2025, and 2025/2026 shall be submitted in a separate envelope from the Qualification Statement. The hard copies shall be mailed or submitted to 526 C Street, Marysville, CA 95901 prior to and be received by **3:00 P.M. on April 26, 2024**. SOQs shall be submitted in a sealed package clearly marked "City Project Manager/Construction Superintendent Services" and addressed as follows:

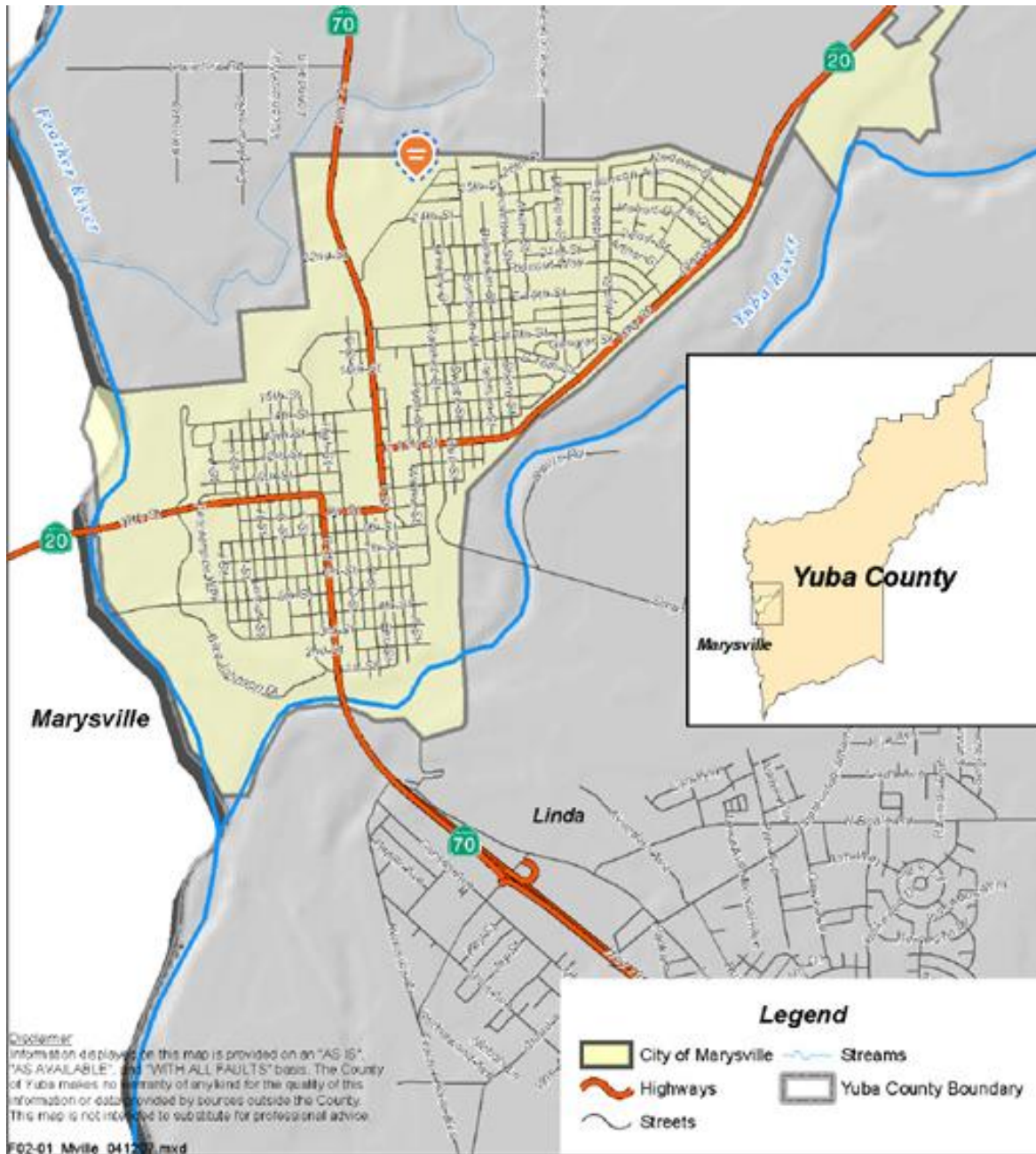
City of Marysville
City Clerk
526 C Street
Marysville, CA 95901
Attention: Nicole Moe

- 2.6. Submittals received after the time and date specified above will be considered nonresponsive. Nonresponsive submittals may be picked up at the delivery location within fourteen (14) calendar days of contract award and/or the completion of the competitive process.
- 2.7. Any submittals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant to the City Clerk. To be considered, however, the modified submittal must be received prior to **3:00 P.M. on April 26, 2024**.

- 2.8. Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.
- 2.9. This RFQ does not commit the City of Marysville to award an Agreement, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Marysville reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the City of Marysville to do so. Furthermore, an Agreement award will not be made based solely on price.
- 2.10. The prospective Consultant is advised that should this RFQ result in recommendation for award of an agreement, the Agreement will not be in force until it is approved and fully executed by the City of Marysville.
- 2.11. All products used or developed in the execution of any Agreement resulting from this RFQ will remain in the public domain at the completion of the Agreement.
- 2.12. The anticipated Consultant selection schedule is as follows:
- SOQ review and evaluation: April - May 2024
 - Interview and selection: May 2024
 - Award: May 2024
- 2.13. Any questions related to this RFQ shall be submitted in writing to the attention of Vincenzo S. Corazza, Public Works Director via email at vcorazza@marysville.ca.us . Questions shall be submitted before 1:00 PM, one week prior to the due date.

III. DESCRIPTION AND BACKGROUND

- 3.1. The City of Marysville is the county seat of Yuba County, California, located in the Gold Country region of northern California with a total area of 3.6 square miles. The City is bordered on the south and east by the Yuba River and the west by the Feather River, with the two rivers converging just southwest of the City. The City is bisected north to south by State Route 20 (SR20) and east to west by State Route 70 (SR70). (see Figure 1 below). The City is also served by two (2) rail lines and protected by a system of levies which limit growth. With most land built out; development opportunities are limited to infill.



- 3.2. The City of Marysville desires to hire a consulting firm or individual to provide project management and construction superintendent services. The consultant will become adjunct to staff, working with

the City Manager, Public Works Director, City Engineer and various other City Departments to deliver various projects associated with wastewater, non-potable water, streets, drainage, parks, and public facilities. The City is looking for a Consultant that:

- Proactively manage various Public Works/construction projects.
- Provide input and recommendations related to construction methods and materials at the pre-construction bid stages.
- Provide physical oversight at job sites to ensure that the project is properly constructed and executed per the contract and scope of work.
- Develop specifications/scopes of work and solicit quotations for minor projects/work.
- Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other City employees, and/or others.
- Monitor construction schedules and costs and report variances.
- Review invoices for reasonableness, correctness, and appropriate charges, and timely processing and payment as required.
- Ensure appropriate project/contract closeout activities are completed.

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the Agreement term. The City does not guarantee that a specific number or dollar amount of projects will be contracted under the Agreement. Services are to be rendered based upon the City's approval and issue of a specific Task Order.

IV. SCOPE OF WORK

a) PURPOSE OF WORK

Under the direction of the City's assigned Contract Administrator (City Manager or designee) and on an as-needed basis, services performed shall include, but not be limited to:

i) Preconstruction:

- Participate in review design phase submittals.
- Gain familiarity with assigned project needs, budget, and timing.
- Review contracts and interact with Public Works Director, Public Works Manager, City Engineer, and design consultants as needed to obtain appropriate scope and level of effort.
- Review level of effort and associated costs for reasonableness and appropriate quantity for potential project scope.
- Participate in review of design phase submittals for programed projects.
- Assist in bidding and award process.
- Participate in pre-bid meetings.
- Interact with construction contractors to communicate appropriate scope and level of effort and ensure that the project is properly constructed and executed per the contract and scope of work.
- Develop specifications/scopes of work and solicit quotations for minor projects/work.

ii) Construction:

- Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other City employees, and/or others.
- Proactively manage change on an assigned project.
- Monitor construction schedule and report variances.
- Manage project contingencies and allowances.
- Maintain project documentation.
- Provide periodic status reports in prescribed format.
- Review project invoices for reasonableness, correctness, and appropriate charges, and timely processing and payment as required.
- Review and provide recommendations to contractor's RFI's change order requests
- Provide physical oversight at job sites
- Attend periodic project status meetings.

iii) Project Closeout:

- Assist with final punch list and final inspections.
- Assist in review and transfer of the final warranty/guarantee.
- Assist in review and turnover of project as-built documents.
- Assist in review and transfer of all required maintenance and operation manuals.
- Provide assistance in planning, scheduling, coordinating and execution of the physical relocation of personnel and equipment or other physical assets.
- Coordinate and ensure that required training on systems and materials takes place.
- Review project/contract closeout documents for accuracy and completeness.
- Assist in the reconciliation of expenditures and budget.
- Assist in the finalization of any outstanding contracts and claims.

iv) Miscellaneous

- Participate in other City meetings as required.
- Provide estimating services as required.
- Provide specialized technical support.

b) GENERAL PERSONNEL REQUIREMENTS

- i) The Consultant's personnel shall be capable, competent, and experienced in efficiently performing the types of work in the Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations. The substitute personnel shall have significant experience in work involving a similar project for at a minimum two (2) previous projects, unless otherwise approved by the City's Contract Administrator.
- ii) The Consultant's personnel may be asked to attend certain special training if recommended by the City's Contract Administrator. On such occasions, with the approval of the City's Contract Administrator, the City shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train City personnel shall not be provided by the Consultant under the Agreement.

- iii) The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by the City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the City.
- iv) In responding to a City Task Order, and in consultation with the City's Contract Administrator, the Project Manager/Construction Superintendent shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by the Agreement.
- v) After the City's Contract Administrator's approval of the Consultant's personnel proposal and finalization of the Agreement or Task Order, the Consultant may not add or substitute personnel without the City's Contract Administrator's prior written approval. The removal or replacement of personnel or subcontractors without the written approval from the City's Contract Administrator shall be violation of the Agreement and may result in termination of the Agreement.
- vi) The Consultant is required to submit a written request and obtain the City's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. The substitute personnel shall have significant experience in the work involving a similar project for at a minimum two (2) previous projects, unless otherwise approved by the City Contract Administrator.
- vii) Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be provided by the Consultant upon request.
- viii) The City's Contract Administrator may interview the Consultant's personnel for qualifications and experience. The City's Contract Administrator's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the City's Contract Administrator within one (1) week of receiving the request.
- ix) The City's Contract Administrator shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables satisfy the agencies' specified design criteria. The City's Contract Administrator may reject any Consultant personnel determined by the City's Contract Administrator to lack the minimum qualifications. If at any time the level of performance is below expectations, the City's Contract Administrator may direct the Consultant to immediately remove the Consultant's personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by the Agreement for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the City Contract Administrator. Invoices with charges for personnel not pre-approved by the City's Contract Administrator for work on the Agreement and for each Task Order shall not be reimbursed.
- x) If key Consultant personnel are expected in the Yuba/Sutter area to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

- xi) The City shall not reimburse the Consultant for costs to relocate its personnel to the service area of the Agreement. The City shall not reimburse the Consultant for per diem costs, unless preapproved by the City Contract Administrator. The City shall not reimburse the Consultant for out-of-State travel without prior written approval from the City Contract Administrator.

c) **DELIVERABLES**

- i) As agreed, upon by the City and the Consultant in this Scope of Work section and specified on any specific Task Order.

d) **SCHEDULE**

- i) Work will be performed in a timely and responsive manner to minimize schedule delays. Project specific work will be per a schedule agreed upon by the City and Consultant in the Task Order for the project. The work shall not be performed when conditions prevent a safe and efficient operation.
- ii) The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order from the City's Contract Administrator to the Project Manager/Construction Superintendent or on the date specified in the Task Order. Some work, however, may require the Consultant's personnel to mobilize within twenty-four (24) hours of notifications. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the City Contract Administrator.
- iii) If the City determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week. Night work may be required on projects involving high traffic areas. The City construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

V. COMPENSATION

- a) The basis of compensation shall be as follows:
 - i) Detailed cost breakdown of billing rates (direct labor, overhead). For specific projects, the City may require a separate Task Order with a specified total not to be exceeded. The Consultant shall submit monthly invoices, and no cost overruns will be authorized without an executed amendment to the Agreement. The consultant may also be required to provide separate billings/cost breakdowns for specific projects.
 - ii) The costs for direct expenses will be made based on the Consultant's negotiated Agreement/Task Order. No other out-of-pocket expenses will be reimbursed. The amount requested by the Consultant shall not exceed the amount paid. Project-specific expenses, such as printing, reproduction, mileage, computer services, photography, subsistence, lodging, and express mail, will not be approved and should not be contained in the Consultant's Task Order proposal.

- iii) The City shall not incur costs beyond the funding commitments in the Agreement and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the City Contract Administrator.
- iv) The City shall not pay the Consultant for the Consultant's work under an approved Agreement and the charges incurred by the Consultant that do not conform to the requirements specified in the Agreement or any approved Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to the City.
- v) If the Consultant fails to submit the required analytical results, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by the Agreement or any approved Task Order, the City shall have the right to withhold payment and/or terminate the Agreement in accordance with the termination provisions of the Agreement. If the Agreement is terminated, the Consultant shall, at the City's request, return all materials recovered or developed by the Consultant under the Agreement including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by the Agreement.
- vi) The Consultant may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the City Contract Administrator. All overtime shall be pre-approved by the City Contract Administrator. Overtime shall be worked only when directed in writing by the City's Contract Administrator and specifically required by the Task Order and shall only be paid to persons covered by the Fair Labor Standards Act.
- vii) The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation – FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all CITYs including Federal Government, State Governments, local agencies, and private agencies.
- viii) The Consultant shall have and provide adequate office equipment and supplies to complete the work required by the Agreement. Such equipment and supplies shall include, but not be limited to, the following:
 - (1) Office Supplies.
 - (2) Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
 - (3) Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing deliverables. This includes, but not be limited to, the following:
 - (a) Microsoft Office Suite productivity software or City-approved equivalent that includes word processing, spreadsheet, and presentation (e.g., Word, Excel, PowerPoint)
 - (b) Adobe Acrobat Professional document viewer software, or City-approved equivalent.
- ix) The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in the Agreement and in each Task Order accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment. The City may provide the Consultant with a CAD file of the topographic survey of the project area and notes from the survey and any inspections and maps by the City of the existing utilities in the project area.

- x) Unless otherwise specified in the Agreement, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

VI. CONFIDENTIALITY

- a) Consultant will be required to keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used, or obtained by the City or created by the Consultant in connection with the performance of the work under this Agreement (the "Confidential Material"). The Consultant shall not use any Confidential Material for any purpose other than the performance of the work under this Agreement, unless otherwise authorized in writing by the City Manager. The Consultant also shall not disclose any Confidential Material to any person or entity not connected with the performance of the work under this Agreement, unless otherwise authorized in advance in writing by the City Manager. If there is a question if Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such materials shall consult with the other party concerning the proposed disclosure.
- b) The Consultant, and its officers, employees, agents, and subcontractors, shall at all times take all steps that are necessary to protect and preserve all Confidential Material. At no time shall the Consultant, or its officers, employees, agents, or subcontractors in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any Confidential Material to any person or entity unless specifically authorized in writing by the City or by order of a court or regulatory entity with jurisdiction over the matter. The Consultant, and its officers, employees, agents, and subcontractors shall protect the Confidential Material and treat it as strictly confidential in accordance with applicable law, City policies and directives, and best industry security practices and standards.
- c) The Consultant's personnel may be required to sign a confidentiality and nondisclosure agreement.

VII. PREVAILING WAGE REQUIREMENT:

Federal and/or State prevailing wage rates may apply. All Consultants and subconsultants with applicable prevailing wage positions who bid or work on public works projects must register with the Department of Industrial Relations (DIR). It is the proposing Consultant's responsibility to verify if Federal or State prevailing wages apply.

APPENDIX A – SUBMITTAL REQUIREMENTS

The proposing Consultant's Statement of Qualifications (SOQ) should be concise and shall not exceed fifteen (15) pages. (Note: required exhibits and signed addenda do not count toward the maximum page count).

SOQ's shall contain the following information in the order listed:

1. Introductory Letter

- a) Submit an introductory (or transmittal) letter addressed to:

City of Marysville
Department of Public Works
Attn: Vincenzo S. Corazza
526 C Street
Marysville, CA 95901

The letter shall be on the Consultant's letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter shall address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

The letter must be wet signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

- a) Include a brief executive summary for the proposal.

3. Consultant Information, Qualifications & Experience

- a) Submit a detailed description of a minimum of three (3) projects/consulting service agreements within the past five (5) years which include the following information:
- Contracting agency
 - Contracting agency contact information
 - Contract amount
 - Funding source
 - Date of contract start / completion
 - Consultant's Contract/Project Manager and contact information
 - Type of contract (Project Manager/Construction Superintendent services)
 - Consulting Services/Project Description
 - Project outcome (If Project Specific)

The City of Marysville will only consider submittals from Consultants that demonstrate they have successfully provided/completed comparable services/projects. The proposals must illustrate the quality, type, and past performance of the Consultant's team.

4. Organization and Approach

- a) Describe the roles and organization of your proposed team for the services to be provided. Indicate the composition of subconsultants/subcontractors and number of staff, facilities available and experience of your team as it relates to services to be provided.
- b) Describe your general management/project management approach. Provide a detailed description of how the team and scope of services will be managed.

- c) Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the services to be provided, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.
- d) Describe the firm's historical and permanent local presence or commitment to establish an office within the City, County or surrounding area and familiarity with the City's processes, Municipal Code, and design standards. Include staffing/resources/disciplines that would be available at the local office and their response times/ability for on-site meetings.

5. Proposed Scope of Services

- a) Include a detailed Scope of Services Statement describing services to be provided and methodology for delivery.
- b) Describe your cost control and budgeting methodology for Project Manager/Construction Superintendent services to be provided.
- c) Describe your methodology used for planning/scheduling project specific work under separate Task Orders.
- d) Describe your cost control and budgeting methodology for project specific work.

6. Conflict of Interest Statement

Complete the Disclosure of Conflict of Interest form (Attachment 2).

The successful proposing Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the City's projects listed in the Scope of Work. The submitted documentation will be used for determining potential conflicts of interest. The City will use this documentation to determine whether the Consultant may work on specific projects.

Throughout the term of the awarded Agreement, any person, firm, or subsidiary thereof who may provide, has provided or is currently providing Project Manager/Construction Superintendent under a contractual relationship with a construction contractor(s) on any City project listed in this Scope of Work or individual Task Orders must disclose the contractual relationship, the dates, and the nature of the services. The prime Consultant and its subcontractors shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects.

Similar to the disclosures regarding contractors, the selected Consultant will be required to disclose throughout the term of the awarded Agreement, any Project Manager/Construction Superintendent services, or Construction Management/Engineering Services provided to all other consultants/agencies on any City project listed in this Scope of Work.

If a Consultant discovers a conflict during the term of the awarded Agreement/execution of an assigned Task Order, the Consultant must immediately notify the City's Contract Administrator regarding the conflicts of interest. The City's Contract Administrator may terminate the Task Order involving the conflict of interest and the City may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the City's Contract Administrator may be grounds for termination of the contract.

7. Litigation

- a) Provide a list of any legal judgments against the Consultant, subconsultants, or any project team members associated with project performance or professional liability that have occurred within the past five (5) years. Upon request of the City, additional information may be requested regarding legal judgments.

8. Contract Agreement

- a) Indicate if the submitting Consultant has any issues or needed changes to the sample contract Agreement included as Attachment 1. If no exceptions are noted within the SOQ, it will be assumed that the Consultant is willing to enter into the Agreement as it is written.
- b) Submit a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

9. Federal, State and Local Provisions

- a) Provide information to substantiate the submitting Consultant's understanding of and wiliness to provide services for State and Federally funded projects.

The successful proposing Consultant may perform some of the work pursuant to funding provided to the City by various Federal, State and/or local agency grant and/or loan agreement(s) that impose certain funding conditions on the City and its sub-recipients.

For any such work, the Consultant may be required to determine, comply with and be subject to the funding conditions that apply to the City's contractors and Consultants performing the work, including, but not limited to, provisions concerning record keeping, retention and inspection, audits, the State or Federal Government's right to inspect the Consultant's work, nondiscrimination, Workers' Compensation Insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act (ADA), Disadvantaged Business Enterprises (DBE), and related State or Federal laws. Compliance with Caltrans' Local Assistance Procedures Manual (LAPM) and submission of additional related forms may also be required during the course of the Agreement. An Agreement will not be awarded to a Consultant without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, shall be specified in the draft Agreement and/or Task Order. The submitting Consultant shall therefore demonstrate an understanding of prevailing wage requirements for public works projects.

- b) Provide information of the proposing Consultant's experience with other agencies specific to the area, including but not limited to Yuba County, the Feather River Air Quality Management District (FRAQMD), the Regional Water Quality Control Board, the Marysville Levee Commission, the US Army Corps of Engineers (USACE), the Department of Water Resources (DWR), the California Department of Transportation (Caltrans) and the Yuba Water Agency.

10. References

- a) Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years and the nature of services provided.

11. Availability

- a) State the earliest date the Consultant is available to provide services under the Agreement and demonstrate the depth necessary to provide required services in a timely manner.

12. Required Forms

- a) Submit the following forms:

- Completed Disclosure of Lobbying Activities (LAPM Exhibit 10-Q).
- Completed Disclosure of Conflict of Interest Form.

13. Addenda

- a) Submit copies of all addenda, signed by the individual authorized to bind the Consultant to the proposal.

14. Cost Proposal

- a) Submit in a **separate, sealed envelope** from the SOQ a proposed fee schedule. The Consultant's proposed fee schedule is confidential and will be unsealed after all SOQ have been reviewed, and the most qualified Consultant(s) have been selected.

The selected Consultant will perform the general on-call services and/or specific items of work for services stated in the project-specific Task Orders. The method of payment is specific rates of compensation.

In order to assure that the City of Marysville is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include an hourly rate for each service of the proposal to be used for the final negotiated rate cost proposal. The Consultant shall be paid at an agreed and supported specific fixed hourly rates for each class of employee engaged directly in the work. Such rates of pay include the Consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

Note that the selected Consultant shall comply with Chapter 10.1.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process. A pre-award or post-award audit may be performed on any Agreement issued as a result of this RFQ.

The selected Consultant may be required to pay prevailing wages and/or submit certified payroll records, as required by State and/or Federal regulations. It is the proposing Consultant's responsibility to verify if Federal or State prevailing wages apply.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposal submittals will be evaluated by the City of Marysville’s Selection Committee. The Committee may be composed of City of Marysville staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the submittals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Marysville Contract Administrator only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposing Consultant.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Marysville’s requirements as set forth in this RFQ.

The selection process may include oral interviews. The Consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified Consultant will be opened to begin cost negotiations. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend to the Marysville City Council that an Agreement be awarded. All unopened cost proposals may be picked up at the delivery location within fourteen (14) calendar days of contract award and/or the completion of the competitive process.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero (0) to five (5) point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria and their respective weights are as follows:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Conflict of Interest Disclosure		Pass/Fail	Pass/Fail
3	Qualifications & Experience		35	
5	Organization & Approach to Providing Services		10	
6	Familiarity with City Policies, Processes and Regulations		10	
7	Experience with Federal, State, Yuba County and Regional Agencies and Funding Sources		5	
8	Local Presence		10	
9	References		10	
10	Presentation		5	
11	Q&A Response to Panel Questions		15	
Total:			100	

Detailed descriptions of evaluation criteria are listed below:

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within fourteen (14) calendar days of contract award and/or the completion of the competitive process.

2. Conflict of Interest Disclosure (Pass/Fail)

- a. Discloses any financial, business, or other relationship with the City of Marysville that may have an impact upon the outcome of the Agreement or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this Agreement or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

3. Qualifications & Experience (35 points)

Relevant experience, specific qualifications, and technical expertise of the Consultant to provide the required project management/construction management services on Federal, State and locally funded projects.

- a. Scope of Services
 - i. Proposed scope of services is appropriate for all aspects/disciplines of the required services to be provided.
 - ii. Scope addresses all ongoing, routine services and project specific needs and appears achievable by the Consultant in a timely manner.
- b. Project Management, scope and schedule knowledge.
 - i. The proposer is experienced with basic project management principles, including:
 - 1. Interpretation of project schedules/Gantt charts.
 - 2. monitoring and controlling construction schedules.
 - 3. Monitoring project and costs to budget and reporting variances.
 - 4. Ensuring project deliverables are completed.

- ii. Proposer has experience in project/contract closeout activities.
- iii. Proposer provides evidence of successful project change management for similar projects.
- iv. Proposer has experience in developing specifications/scopes of work and soliciting quotations for minor projects/work.
- c. Construction related knowledge.
 - i. Proposer demonstrates knowledge and experience in managing Public Works/construction projects.
 - ii. Proposer has experience in interfacing with design consultants in project pre-construction bid stages.
 - iii. Proposer demonstrates experience in physical oversight at job sites to ensure that the project is properly constructed and executed per the contract and scope of work.
 - iv. Proposer has adequate experience in coordinating with various consultants, contractors, regulatory agencies, and/or others.
 - v. Proposer demonstrates knowledge of reviewing invoices for reasonableness, correctness, and appropriate charges, and timely processing and payment.
 - vi. Proposer has knowledge and experience in construction estimating, quotations, billing, payment and cost reporting.
 - vii. Proposer has experience with the various construction trades.

4. Organization & Approach (10 points)

- a. Describes familiarity of scope of services and demonstrates understanding of work to be completed as it relates to the City of Marysville needs.
- b. Roles and Organization of Proposed Team.
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their roles.
 - ii. Key positions required to execute the team's responsibilities are appropriately staffed.
 - iii. Some or all of team members have previously worked together on similar project(s).
 - iv. Overall organization of the team is relevant to City of Marysville's needs.
- c. Project and Management Approach.
 - i. The Consultant's team is managed by an individual with appropriate experience in providing construction and project management services. This person's time is appropriately committed to the project.
 - ii. The Consultant's team and management approach responds to City needs and issues.
 - iii. The Consultant's team structure provides adequate capability to perform both volume and quality of needed work for both ongoing, routine services and project related activities.
 - iv. The Consultant provides a process/methodology to complete routine services in a timely manner.
 - v. The Consultant provides a methodology for managing time, cost, scope on project specific Task Orders.
 - vi. The Consultant demonstrates knowledge of typical phases of a public works project, in accordance with the general requirements of this RFQ.
- d. Working Relationship with City of Marysville.
 - i. The Consultant's team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. The Consultant's leadership understands the nature of public sector work and its decision-making process.
 - iii. The proposal responds to specific needs of the City of Marysville.
- e. Adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.

5. Experience with City Policies, Processes and Regulations (10 points)

- a. Demonstrates experience with City form of government and staffing levels.
- b. Demonstrates experience with City Municipal Code, ordinances, zoning, building codes, design standards, project approval and design review processes.
- c. Demonstrates experience with City infrastructure and amenities (Streets, water, sewer, storm drains, flood control, parks, etc.).

6. Experience with Federal, State, Yuba County and Other Regional Agencies (5 points)

- a. Design, construction, project/construction management regulations and guidelines.
- b. Permitting and environmental compliance.

7. Local Presence (10 points)

- a. A statement stating the Consultant's permanent local presence or commitment to establish an office within the City, County, or surrounding area. Include staffing/resources/disciplines that would be available at the local office and their response times/ability for on-site meetings.

8. References (10 points)

- a. Applicability of and feedback from References least three (3) agencies you currently or have previously consulted for in the past three (3) years and the nature of services provided.

9. Presentation by Team (5 points)

- a. Presentation conveying understanding of the scope of services desired communication skills, innovative ideas, critical issues, and solutions.

10. Q&A Response to Panel Questions (15 points)

- a. Proposer provides adequate, logical, practical, and creative responses to various interview panel questions.

ATTACHMENT 1 SAMPLE CONTRACT AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of Month Day, Year by and between the City of Marysville ("City") and Name of Company ("Consultant").

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide the professional services required by this Agreement.
- B. The Consultant possesses the skill, experience, ability, background, license, certification, as required by law and knowledge to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

- 1) Scope of Services. The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner specified in Exhibit "A," subject to the direction of the City via a specific Task Order.
- 2) Time of Performance. The services shall commence upon execution of this Agreement. This agreement has an initial performance period of two (2) years unless terminated as set forth in Section 6 (Termination) of this Agreement. The agreement may be extended by the CITY for three (3) one-year terms, not to exceed a total contract period of five (5) years.
- 3) Compensation. Compensation to be paid to Consultant is not to exceed **\$200,000**. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.
- 4) Method of Payment. Consultant shall submit monthly billing to City describing the services provided during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant within a reasonable time upon approval of the monthly invoice by City staff, such approval to not be unreasonably withheld.
- 5) Additional Services. At any time during the term of this Agreement, City may request that Consultant provide Additional Services. As used herein, "Additional Services" means any services which are determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services.
- 6) Termination. This Agreement may be terminated by the City at any time. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
- 7) Ownership of Documents. The City acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such services, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall not be held liable for any modification or reuse of the City-owned instruments of service for purposes outside this Agreement.

Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request. Nothing herein shall be construed as a limitation on Consultant's right to re-use component design details, features and concepts on other projects, in other contexts or for other clients.

- 8) Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subconsultants to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
- 9) Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.
- 10) Consultant's Books and Records Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
 - a) Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
 - b) Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 526 C Street, Marysville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - c) Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.
- 11) Independent Contractor. It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

- 12) Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
- a) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 - b) possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2)).
- 13) Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Name of Consultant Representative(s) or reference list and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 14) Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 15) Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
- 16) Indemnity. To the fullest extent allowed by law, Consultant specifically agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees (hereinafter collectively the "City") from and against any and all actions, claims, demands, losses, expenses (including attorneys' fees and expert witness expenses), damages, and liabilities resulting from injury or death of a person or injury to property or any other claim that arises out of, pertains to or relates to the negligence, recklessness, or willful misconduct of Consultant, its subcontractor(s), subconsultant(s), agents, and employees. Consultants assumes no responsibility to indemnify City for the negligent acts or omissions or willful misconduct of the City. The Consultant shall pay all reasonable costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Consultant shall provide indemnity to the City pursuant to this paragraph in the event the Claimant and/or the City allege conduct on Consultant's part which renders Consultant fully or partially responsible for the alleged claim or otherwise obligated to provide a defense and/or indemnity to the City. Consultant's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. Consultant shall defend and indemnify the City pursuant to this section unless and until it is finally established by a court of law that the City's sole active negligence or willful misconduct caused the alleged claim. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts. The indemnity provisions of this section survive the termination and/or expiration of the Agreement. Consultant's duty to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault or be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating

(directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the defense of any action, arbitration or proceeding against which Consultant may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without affecting Consultant's obligation to indemnify for the cost of such defense.

- 17) Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
- 18) Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.
- a) If to City: **City of Marysville
526 C Street
Marysville, CA 95901
Attn: Public Works Director**
- b) If to Consultant: **Name of Consultant
Address
City State Zip Code
Attn: Consultant Contact**
- 19) RFQ Document. Any Request for Qualifications and documents issued therewith (collectively RFQ) by the City that resulted in selection of the Consultant for entry into this Agreement are hereby incorporated into and made a part of this Agreement MENT. In the event of a conflict between the RFQ and this Agreement (including any Exhibit hereto), this Agreement (including any Exhibit hereto) shall take precedence.
- 20) Entire Agreement. This Agreement and incorporated RFQ documents constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
- 21) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
- 22) Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of any subconsultant of Consultant. Nothing in this Agreement shall create any contractual relationship between City and subconsultant nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subconsultant other than as otherwise required by law.
- 23) Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

- 24) Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 25) Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Yuba.
- 26) Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.
- 27) Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 28) Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
- 29) Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 30) Equal Opportunity Employment. Consultant represents that Consultant is an equal opportunity employer and Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 31) This agreement does not create any rights in any person or entity other than the parties hereto."

*****SIGNATURES ON NEXT PAGE*****

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF MARYSVILLE

NAME OF CONSULTANT

By: _____

Jim Schaad, City Manager

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Brant Bordsen, City Attorney

Business License #: _____

Tax ID No.: _____

ATTEST:

By: _____

Nicole Moe, City Clerk

Attachments: Exhibit A – Scope of Services

Exhibit B – Insurance Requirements

Exhibit A

Scope of Services

1. PURPOSE OF WORK

This scope of work is not for specific projects, but for specific services. The services are to be rendered are for the duration of the Agreement term.

Services to be rendered are under the direction of the City's assigned Contract Administrator (City Manager or designee), are on an as-needed basis, and based upon the City's approval and issue of a specific Task Order. Services performed shall include, but not be limited to:

1.1. Preconstruction:

- Participate in review design phase submittals.
- Gain familiarity with assigned project needs, budget, and timing.
- Review contracts and interact with Public Works Director, Public Works Manager, City Engineer, and design consultants as needed to obtain appropriate scope and level of effort.
- Review level of effort and associated costs for reasonableness and appropriate quantity for potential project scope.
- Participate in review of design phase submittals for programed projects.
- Assist in bidding and award process.
- Participate in pre-bid meetings.
- Interact with construction contractors to communicate appropriate scope and level of effort and ensure that the project is properly constructed and executed per the contract and scope of work.
- Develop specifications/scopes of work and solicit quotations for minor projects/work.

1.2. Construction:

- Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other District employees, and/or others.
- Proactively manage change on an assigned project.
- Monitor construction schedule and report variances.
- Manage project contingencies and allowances.
- Maintain project documentation.
- Provide periodic status reports in prescribed format.
- Review project invoices for reasonableness, correctness, and appropriate charges, and timely processing and payment as required.
- Review and provide recommendations to contractor's RFI's change order requests
- Provide physical oversight at job sites
- Attend periodic project status meetings.

1.3. Project Closeout:

- Assist with final punch list and final inspections.
- Assist in review and transfer of the final warranty/guarantee.
- Assist in review and turnover of project as-built documents.
- Assist in review and transfer of all required maintenance and operation manuals.
- Provide assistance in planning, scheduling, coordinating and execution of the physical relocation of personnel and equipment or other physical assets.
- Coordinate and ensure that required training on systems and materials takes place.
- Review project/contract closeout documents for accuracy and completeness.
- Assist in the reconciliation of expenditures and budget.
- Assist in the finalization of any outstanding contracts and claims.

1.4. Miscellaneous

- Participate in other City meetings as required.
- Provide estimating services as required.
- Provide specialized technical support.

2. GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in efficiently performing the types of work in the Agreement with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and local laws and regulations. The substitute personnel shall have significant experience in the work involving a similar project for at a minimum two (2) previous projects, unless otherwise approved by the City's Contract Administrator.

- 2.1. The Consultant's personnel may be asked to attend certain special training if recommended by the City's Contract Administrator. On such occasions, with the approval of the City's Contract Administrator, the City shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train City personnel shall not be provided by the Consultant under the Agreement.
- 2.2. The Consultant's personnel shall typically be assigned to and remain on specific City projects/deliverables until completion and acceptance of the project/deliverables by the City. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by the City.
- 2.3. In responding to a City Task Order, and in consultation with the City's Contract Administrator, the Project Manager/Construction Superintendent shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide

documentation that proposed personnel meet the appropriate minimum qualifications as required by the Agreement.

- 2.4. After the City's Contract Administrator's approval of the Consultant's personnel proposal and finalization of the Agreement or Task Order, the Consultant may not add or substitute personnel without the City's Contract Administrator's prior written approval. The removal or replacement of personnel or subcontractors without the written approval from the City's Contract Administrator shall be violation of the Agreement and may result in termination of the Agreement.
- 2.5. The Consultant is required to submit a written request and obtain the City's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. The substitute personnel shall have significant experience in the work involving a similar project for at a minimum two (2) previous projects, unless otherwise approved by the City Contract Administrator.
- 2.6. Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be provided by the Consultant upon request.
- 2.7. The City's Contract Administrator may interview the Consultant's personnel for qualifications and experience. The City's Contract Administrator's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the City's Contract Administrator within one (1) week of receiving the request.
- 2.8. The City's Contract Administrator shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the agencies' specified design criteria. The City's Contract Administrator may reject any Consultant personnel determined by the City's Contract Administrator to lack the minimum qualifications. If at any time the level of performance is below expectations, the City's Contract Administrator may direct the Consultant to immediately remove the Consultant's personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by the Agreement for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the City Contract Administrator. Invoices with charges for personnel not pre-approved by the City's Contract Administrator for work on the Agreement and for each Task Order shall not be reimbursed.

- 2.9. If key Consultant personnel are expected in the Yuba/Sutter area to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.
- 2.10. The City shall not reimburse the Consultant for costs to relocate its personnel to the service area of the Agreement. The City shall not reimburse the Consultant for per diem costs, unless preapproved by the City Contract Administrator. The City shall not reimburse the Consultant for out-of-State travel without prior written approval from the City Contract Administrator.

3. DELIVERABLES

- 3.1. As agreed, upon by the City and the Consultant in this Scope of Work section and specified on any specific Task Order.

4. SCHEDULE

- 4.1. Work will be performed in a timely and responsive manner to minimize schedule delays. Project specific work will be per a schedule agreed upon the City and Consultant in the Task Order for the project. The work shall not be performed when conditions prevent a safe and efficient operation.
- 4.2. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order from the City's Contract Administrator to the Project Manager/Construction Superintendent or on the date specified in the Task Order. Some work, however, may require the Consultant's personnel to mobilize within twenty-four (24) hours of notifications. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the City Contract Administrator.
- 4.3. If the City determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week. Night work may be required on projects involving high traffic areas. The City construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

Exhibit B

Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or

self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT 4 LAPM EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352



<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Federal Use Only:

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

ATTACHMENT 5 (Federal Title VI Assurances – Appendices A and E)

Appendix A:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- (1) **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Acts and the Regulations relative to Non- discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
- (4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending a contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of

the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix E:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).