



Solano Transportation Authority

... working for you!

SOLANO TRANSPORTATION AUTHORITY

Member Agencies:
Benicia ♦ Dixon ♦ Fairfield ♦ Rio Vista ♦ Suisun City ♦ Vacaville ♦ Vallejo ♦ Solano County

One Harbor Center, Suite 130, Suisun City, CA 94585-2473 ♦ Telephone (707) 424-6075 / Fax (707) 424-6074
Email: info@sta.ca.gov ♦ Website: sta.ca.gov

December 22, 2020

RE: Request for Proposals (RFP 2020-06) for SolanoExpress Connection Protection Study

Dear Consultant:

The Solano Transportation Authority (STA) invites consultants to submit a proposal to conduct the *SolanoExpress Connection Protection Study*. This study calls for a consultant to analyze potential connection protection opportunities with regional transit operators, analyze available transit network integration equipment, conduct a Connection Protection Pilot Study, and facilitate communication between local and regional stakeholders throughout the process.

To obtain a copy of the full Request for Proposals (RFP), please download the RFP as a PDF file from the STA website: <https://sta.ca.gov/work-with-sta/procurement-opportunities/> or call the STA at (707) 424-6075.

The RFP describes the project, presents the requirements of the **Proposer** and outlines the criteria that will be used to evaluate the **Proposal**.

Qualified organizations are invited to submit one (1) hard copy and one (1) digital copy (CD or flash drive) of your Proposal to the STA office no later than 4:00 PM, on **Friday, January 22, 2021** addressed to:

Erika McLitus
Project Assistant
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585-2473

Note that this deadline is firm and late submittals **will not** be accepted. **Proposals** will be reviewed and, if needed, the firms/teams whose qualifications most closely meet the STA's needs will be invited to interview on or about **February 1, 2021**.

This Project has a participation goal for disadvantaged veteran business enterprise (DVBE) firms of 3 percent (%). DVBE participation is required. The STA has the right to deem a proposal as non-responsive if this participation goal has not been met, and documentation demonstrating a good faith effort is judged inadequate. Guidelines for determining good faith efforts are available from the STA.

The STA encourages, but does not require for this solicitation, the use of local firms. To assist in the use of local firms, the STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at:

<https://sta.ca.gov/operations/rfp-rfq-local-preference/>

If you have questions regarding this project, please contact **Erika McLitus, Project Assistant** at emclitus@sta.ca.gov. Thank you for your interest.

Sincerely,

A handwritten signature in blue ink that reads "Daryl K. Halls". The signature is written in a cursive style with a large initial 'D'.

Daryl Halls
Executive Director
Solano Transportation Authority



**REQUEST FOR PROPOSALS
(RFP #2020-06)**

For the
SolanoExpress Connection Protection Study

In
Solano County

Release Date: December 22, 2020

RESPONSES DUE:

4:00 PM, FRIDAY, January 22, 2021
(One (1) complete hard copy and one digital copy (flash drive) of each response)

Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585-2473

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Request for Proposals, Revised 11/9/2020
2021 SolanoExpress Connection Protection Study

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Attachment A – STA Standard Contract

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 Exhibit 10-H Sample Cost Proposal

INTRODUCTION

The Solano Transportation Authority (STA) is a Joint Powers Authority comprised of members including the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, and the County of Solano. The STA serves as the Bay Area County Transportation Agency (BACTA) for Solano County and is responsible for coordinating countywide transportation plans, programs, and projects under a Joint Powers Authority among the Cities and County of Solano. The STA also works with local and regional transit operators to ensure that residents can move efficiently throughout the County and the region. An important goal of the STA is to reduce single occupancy vehicle trips through ridesharing, carpool/vanpooling, and transit use. The agency therefore has a vested interest in transit network integration and ensuring that riders can transition smoothly between transportation modes, including local and regional transit options. Providing protected connections on key routes is an integral part of this effort.

BACKGROUND

The Solano Transportation Authority (STA) seeks to integrate SolanoExpress service to larger regional transit services by offering connection protection on key routes to provide a seamless travel experience for as many riders as possible. Network Integration on this scale requires coordination with BART, WETA Ferry, and Capitol Corridor to align schedules and procure equipment for SolanoExpress operations staff that would allow them to communicate delays to and from other regional transit services. This communication and coordination equipment/software would allow a SolanoExpress bus to wait several minutes and ensure that no commuter is left behind due to an unprotected connection.

The SolanoExpress Connection Protection Study will provide comprehensive analysis of the connection protection options available to Solano County transit operators. The study will analyze the current demand and opportunity for connection protection on the SolanoExpress system, recommend operational improvements, application development, and equipment purchase, provide planning-level cost estimates for these improvements, conduct a one-month pilot project, and develop a phased implementation strategy for SolanoExpress connection protection. These components will help STA, SolanoExpress, and our partner agencies plan and secure funding for future network integration and connection protection improvements.

STA will seek input from Caltrans, who is currently undergoing a pilot program for a similar effort. The Deployable Integrated Dynamic Transit Operation System (IDTO) for Revolutionizing Suburban Transit Operation in California seeks to demonstrate a fully functional IDTO prototype system that enables real-time information for transit operations and travelers. Input from Contra Costa Transportation Authority (CCTA) regarding their Connection Protection Pilot Study with BART will also be crucial component of this Study. STA would like to learn from these processes and implement their successes for the SolanoExpress system.

FINAL PRODUCT

The final product will be the 2021 SolanoExpress Connection Protection Study. This report will be completed at the end of the Study and is required to include, at the minimum, the following sections.

1. Executive Summary: This section should include a brief summary of prioritized connections, available software options, and recommended capital improvements. Include discussion on what methodologies were used to calculate planning-level cost estimates, including maintenance costs.
2. Analysis of Connection Protection Opportunities: This section should include current connection protection opportunities on each SolanoExpress route and include discussion on prioritizing these connections according to ridership levels, cooperation between operators, rate of missed connections, and other relevant factors, as well as how these factors might change over time. Report should include a break-out of connections by transit operator.
3. Summary of Connection Protection Equipment and Improvements: This section should include a breakdown of available connection protection software. Vendor types, cost estimates, compatibility with other regional transit operators, and any required capital equipment should be suggested and quantified. It should provide a set of recommended improvements accompanied by planning-level cost estimates. This section should also include discussion on the cost/benefit analyses that ultimately determined the consultant's recommendations.
4. SolanoExpress Connection Protection Pilot: This section should include a summary of the SolanoExpress Connection Protection Pilot Study, including the methodology, scope, data collection, and results of the two-week trial of recommended connection protection equipment. It should define key findings and best practices to ensure a smoother transition during the phased implementation strategy.
5. Phased Implementation Strategy: This section should identify tiers of prioritized connection protection opportunities, categorized by regional transit operator and SolanoExpress route. It should identify a phased implementation strategy for network integration, from installation of equipment, application development (if recommended), and replacement of equipment. The budget for improvements should account for inflation for long-term improvements.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND DISADVANTAGED VETERAN BUSINESS ENTERPRISE (DVBE) GOALS

The STA has adopted a DBE goal which encourages the hiring of registered disadvantaged businesses which can be found at <https://sta.ca.gov/work-with-sta/procurement-opportunities/>. The hiring of registered DBEs is not required for this project but remains desirable.

As this project is utilizing Transit and Intercity Rail Program (TIRCP) funds, the participation goal for disadvantaged veteran business enterprise (DVBE) firms for this Project has been established at 3 percent (%). **DVBE participation is required.**

LOCAL PREFERENCE POLICY

The STA has adopted a Local Preference Policy which encourages the hiring of local firms. While there is no adopted goal for this Project, firms are still encouraged to utilize the services of local firms in the preparation of a response to this RFP. The STA has prepared a database of contact information for local firms for convenience purposes only and without guarantees as to the ability of such firms to provide the services. This database and the Local Preference Policy can be viewed at <https://sta.ca.gov/operations/rfp-rfq-local-preference/>.

SCOPE OF SERVICE TASKS

The STA intends to retain a qualified and committed professional planning, data collection, and analysis firm to develop these components:

1. Budget and Schedule
2. Literature Review/State of the Practice
3. Establish a Project Leadership Team with representatives from STA, SolanoExpress, and regional agencies including BART, WETA Ferry, and Capitol Corridor
4. Establish a Coordination Plan to facilitate communication between STA, SolanoExpress, and regional agencies including BART, WETA Ferry, and Capitol Corridor as needed
5. Analyze potential connection protection opportunities by regional transit operator and analyze available transit network integration equipment (including cost estimates)
6. Connection Protection Pilot Study on recommended SolanoExpress test route
7. Compile data and develop a SolanoExpress Connection Protection Implementation Plan
8. Attend and present updates at least three STA Committee Meetings

The following details each task with deliverable information:

Task 1. Budget and Schedule

Develop detailed project budget and schedule. There will be a Kick-Off Meeting between STA and the selected consultant to negotiate the final budget and determine the final schedule with milestones to complete the tasks described in the Scope of Work.

Deliverable
1) Finalized budget and detailed project schedule.

Task 2. Literature Review/State of the Practice

The consultant will conduct a literature review for the 2021 SolanoExpress Connection Protection Study, with a focus on reviewing currently available documents that offer insight into “best-case practices” on network integration at a regional level. Consultant will identify key factors relating to managing demand, user satisfaction, data collection, and best practices in this field.

Deliverable
1) Summary of literature review/state of the practice highlighting current “best-practices” and summarizing suggested methodology going forward.

Task 3. Establish a Project Leadership Team with representatives from STA, SolanoExpress, and regional agencies including BART, WETA Ferry, and Capitol Corridor

Identify representatives to form a Project Leadership Team (PLT) – this group should include stakeholders such as Caltrans, SolanoExpress Operators, BART, Contra Costa, etc. Draft agendas and present deliverables at monthly PLT meetings. Track and follow up on outstanding information requests through the PLT.

Deliverable
<ol style="list-style-type: none">1) Identify representatives to form a Project Leadership Team (PLT).2) Draft agendas for monthly PLT meetings.3) Attend and present at least monthly PLT meetings.

Task 4. Develop a Coordination Plan to facilitate communication between STA, SolanoExpress, and regional agencies including BART, WETA Ferry, and Capitol Corridor as needed

Network Integration will require communication and cooperation between STA, SolanoExpress, and regional agencies including BART, WETA Ferry, and Capitol Corridor. Through the Project Leadership Team (PLT), the consultant will develop a Coordination Plan will facilitate communication between agencies by identifying primary contacts, outlining expectations, and establishing a timeline for inter-agency meetings and Study completion.

Deliverable
<ol style="list-style-type: none">1) A matrix of stakeholder contacts.2) A Coordination Plan identifying shared responsibilities and a clear timeline to facilitate communication between STA, SolanoExpress, and regional agencies.

Task 5. Analyze potential connection protection opportunities by regional transit operator and analyze available transit network integration equipment

Analyze and compare of current schedules between local and regional transit operators to determine connection protection opportunities. Identify gaps in transit information between operators. Prepare an overview of available transit network integration equipment. Include cost estimates for the purchase and installation of equipment. Inventory and assess the Automatic Vehicle Locator (AVS) and Automated Passenger Counter (APC) systems utilized by SolanoExpress to ensure compatibility with network integration equipment. Prepare a breakdown of advantages or disadvantages of various equipment types. Create a prioritized list of connections according to ridership, alternative routes, total delay to the rider, and other relevant factors.

Deliverable
<ol style="list-style-type: none">1) Summary of data collected regarding the connection protection opportunities.2) Analysis of gaps in transit information between operators3) Matrix of available transit network integration equipment

- | |
|--|
| <ol style="list-style-type: none"> 4) Planning-level cost estimates for the purchase and installation of equipment 5) Assessment of the Automatic Vehicle Locator (AVS) and Automated Passenger Counter (APC) systems utilized by SolanoExpress 6) Summary of prioritized connections |
|--|

Task 6. Connection Protection Pilot Study on recommended SolanoExpress test route

Identify a suitable test route based on prioritized connections identified in Task 5. Prepare a memorandum on the Pilot Study methodology, including necessary equipment purchases and training for SolanoExpress employees. Coordinate with SolanoExpress and STA to manage a one month trial period. Collect data, analyze efficacy, and identify best practices for the phased implementation of connection protection strategies.

Deliverable
<ol style="list-style-type: none"> 1) Memorandum on Pilot Study methodology 2) Summary and analysis of data collected during the two-week trial period 3) Summary of best practices for the phased implementation of connection protection strategies

Task 7. Compile data and develop a SolanoExpress Connection Protection Implementation Plan

Utilizing data gathered in the previous tasks, compose a 2021 SolanoExpress Connection Protection Plan. The Plan will have a chapter for each route, and a chapter on connection protection equipment. It will include a tiered list of prioritized connections with a phased implementation strategy.

Deliverable
<ol style="list-style-type: none"> 1) 2021 SolanoExpress Connection Protection Plan.

Task 8. Attend and Conduct Presentation to at Least Three STA Committee Meetings

Attend and present to at least one meeting each of the Consortium, Technical Advisory Committee, and STA Board. Attending additional meetings with stakeholders to review data might be required but should be factored into the task of receiving concurrence from local and regional transit operators.

Deliverable
<ol style="list-style-type: none"> 1) Attend and conduct present to at least one meeting each of the Consortium, Technical Advisory Committee, and STA Board.

Proposed Project Timeline

Task	Deadline
Task 1. Budget and Schedule	February 26, 2021
Task 2. Literature Review/State of the Practice	March 8, 2021
Task 3. Establish a Project Leadership Team with representatives from STA, SolanoExpress, and regional agencies including BART, WETA Ferry, and Capitol Corridor	March 17, 2021 Monthly meetings
Task 4. Develop a Coordination Plan to facilitate communication between STA, SolanoExpress, and regional agencies including BART, WETA Ferry, and Capitol Corridor as needed.	April 26, 2021
Task 5. Analyze potential connection protection opportunities by regional transit operator and analyze available transit network integration equipment	August 16, 2021
Task 6. Connection Protection Pilot Study on recommended SolanoExpress test route	October 29, 2021
Task 7. Compile data, analyses, and recommendations into a SolanoExpress Connection Protection Plan	January 7, 2022
Task 8. Attend and present updates at least three STA Committee Meetings	As needed

INSTRUCTION TO PROPOSER

1. *Examination of Proposal Documents:* By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in Scope of Work.
2. *Addenda/Clarifications:* Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally or in writing. All inquiries pertaining to this RFQ should be emailed to Erika McLitus, Project Assistant, at the following email address: emclitus@sta.ca.gov no later than **4:00 PM (local), January 13, 2021**. Response to all questions submitted by the January 6, 2021 deadline that may have a material impact on the proposal will be posted on the STA website at www.sta.ca.gov by **January 15, 2021**. The subject line for questions submitted in writing should include reference to: "Questions - STA RFP 2020-06 Solano Connection Protection Study Consultant".
3. *Withdrawal of Proposal Submittal:* A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the procurement officer a written request for withdrawal signed by, or on behalf of, the proposer.
4. *Rights of STA:* This RFP does not commit STA to enter into a contract, nor does it obligate STA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

STA may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the services described in this RFP.

STA, in its sole discretion, reserves the right to:

- Reject any or all proposal submittals.
- Issue one or more subsequent RFQs and/or RFPs.
- Postpone opening for its own convenience.
- Remedy technical errors in the RFQ and/or RFP process.

- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the proposers responding to this RFP.
- Solicit best and final offers from all or some of the proposers.
- Award a contract to one or more proposers.
- Waive informalities and irregularities in any proposal.

5. *Method of Payment:* method of payment for this project is Actual Cost-Plus-Fixed Fee. The submitted cost proposal (submitted separate from the technical proposal) must be in an appropriate format. See Exhibit 10-H (attached) for sample structure. More information on this method of payment can be found on the Caltrans website for Local Programs Procedures. <http://www.dot.ca.gov/hq/LocalPrograms/lpp/2015/lpp-15-01.pdf>

Proposers shall be prepared to accept the terms and conditions of STA's standard form contract included as ATTACHMENT A (STA Sample Professional Service Agreement) hereto. If a proposer desires to take exception to the agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

- a. Proposer shall clearly identify each proposed change to the agreement, including all relevant exhibits and attachments.
- b. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.
- c. The above factors will be taken into account in evaluating proposals. Substantial exceptions to the agreement may be determined by **STA**, at its sole discretion, to be unacceptable and **STA** may proceed with negotiations with the other proposed firms.

RFP SUBMITTAL REQUIREMENTS

Please prepare your qualifications in accordance with the following requirements.

1. *Qualifications:* The qualifications (excluding resumes and the transmittal letter) shall not exceed a total of 10 single-sided, 8.5" x 11" pages. Include in the appendix similar examples of past projects.
2. *Transmittal Letter:* The qualifications shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the qualifications shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with STA shall sign the cover letter.

Address the cover letter as follows:

Erika McLitus, Project Assistant
 Solano Transportation Authority
 One Harbor Center, Suite 130
 Suisun City, California 94585

3. *Project Understanding:* This section shall clearly convey that the consultant understands the nature of the work, and issues related to the development of the SolanoExpress Connection Protection Study.

4. *Approach and Management Plan:* This section shall provide the firm's/team's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among consultant staff, STA staff and any other parties that may have a significant role in the delivery of this project.
5. *Qualifications and Experience:* The qualifications submittal shall provide the qualifications and experience of the consultant team that will be available for the development of a SolanoExpress Connection Protection Study. Please emphasize the specific qualifications and experience from projects similar to this project for the Key Team Members. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of the STA.
6. *Staffing Plan:* The qualifications shall provide a staffing plan required for analysis of current connection protection equipment, potential connection protection opportunities, and effective connection protection strategies for integrating the SolanoExpress system with regional transit operators. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the development of a SolanoExpress Connection Protection Study according to your proposed schedule. Discuss the firm/team's approach for completing the requested services for this project within budget.
7. *Work Plan and Schedule:* This section shall include a description and schedule of how each task deliverable of the project will be completed. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the firm/team's approach for completing the requested services for this project on schedule. **The project is expected to commence no later than February 15, 2021.**
8. *Cost Control:* Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
9. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
10. *References:* For each Key Team Member, provide at least three references (names and current phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member.
11. *Submittal of Proposal:* Four (4) hard copies and one digital copy (CD or flash drive) of your proposal are due at the STA office **no later than 4:00 p.m., January 22, 2021**. Envelopes or packages containing the proposal should be clearly marked, "**SolanoExpress Connection Protection Study Consultant.**"
12. *Cost Proposal:* **A cost proposal should be submitted in a separate sealed envelope titled BUDGET.** The budget should indicate the number of anticipated hours by the Project Manager and Key Team Members. The estimated level of hours for other staff can be summarized in general categories. The submitted cost proposal must be in an appropriate format. See Exhibit 10-H (attached) for sample structure, though it need not be identical. The maximum consulting services (including all incidental expenses and all deliverables) budget has been set at **\$500,000** for this project. The envelope will not be opened until all proposals have been received and ranked based upon

firm/team qualifications. The STA will select a Respondent based upon their ability to provide the requested services, but may reject any proposal that does not fall within the established budget.

SELECTION OF CONSULTANT & CRITERIA

The overall process will be to evaluate the technical components of all the qualifications completely and independently from the cost component. The qualifications will be evaluated and scored on a 100-point total basis using the following criteria:

1. Project understanding and approach (30 Points)
2. Experience with similar types of projects (25 Points)
3. Satisfaction of previous clients (10 Points)
4. Schedule and capacity to provide qualified personnel (25 Points)
5. Business presence and/or experience in Solano County (10 Points)

If needed, two or more of the firms/teams may be invited to an interview on or about **February 1, 2021**. The Project Manager and Key Team Members should attend the interview. The evaluation interview panel may include representatives from STA, and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and qualifications preparation shall be borne by the consultants.

STA staff will provide the appropriate notice and schedule for the interviews. STA staff will select the most qualified consultant or consultant team based primarily on experience, ability to contain costs and conducting very similar projects. Recent experience in Solano County is desirable.

Once the top firm/team has been selected, STA staff will negotiate a services contract with the selected firm/team.

SELECTION SCHEDULE

December 21, 2020	RFP Issued
January 13, 2020	Questions concerning RFP mailed to emclitus@sta.ca.gov no later than March 13, 2019
January 15, 2021	All questions and answers will be posted on the STA website
January 22, 2021	Proposals are due no later than 4:00 PM at the offices of the Solano Transportation Authority, One Harbor Center, Suite 130, Suisun City, CA 94585. Late submittals will not be accepted.
February 1, 2021	Tentative panel interview date. STA selects recommended firm.
February 15, 2021	Project commences

If you have any questions regarding this RFP, please contact:

Erika McLitus
Project Assistant
Phone (707) 399-3204
Fax (707) 424-6074
emclitus@sta.ca.gov

DISCLOSURE:

The master copy of each response to this RFP shall be retained for official files and will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law (Government Code section 6250 et seq.). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm agrees to indemnify and defend the STA for honoring such a designation. The failure to so label any information that is released by the STA shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the STA, the STA will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

PROTEST AND APPEALS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the Solicitations or Notice of Intent to Award a contract may protest to the Executive Director. The protest shall be submitted in writing to the Executive Director within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto. All letters of protest shall clearly identify the reasons for the protest. The protest also must state the law, rule, regulation, or policy upon which the protest is based. The Executive Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall; state the reason for the action taken; and inform the protester that a request of further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the STA Board of Directors within seven (7) working days after receipt of the decision by the Executive Director.

**CONSULTANT SERVICES AGREEMENT
BETWEEN
THE SOLANO TRANSPORTATION AUTHORITY
AND
[REDACTED]
FOR [REDACTED]**

ARTICLE I INTRODUCTION

- A. This contract is between the following named CONSULTANT and the Solano Transportation Authority (STA).

The name of the “CONSULTANT” is as follows:

[REDACTED]

Incorporated in the State of NAME OF STATE

The Project Manager for the “CONSULTANT” will be NAME

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated DATE. The approved CONSULTANT’s Cost Proposal is attached as Attachment I and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless STA, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse STA for any expenditure, including reasonable attorney fees, incurred by STA in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of STA.
- E. Without the prior written consent of STA, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties; and no oral understanding or agreement not incorporated in, shall be binding on any of the parties.
- G. The consideration to be paid to CONSULTANT under this contract shall be in compensation for all of CONSULTANT’s expenses incurred in the performance of this contract, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Contractor shall perform those services specified here. Contractor’s services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. STA has materially relied upon the representations of Contractor as may have been made in STA’s selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. Said Scope of Services comprises, and includes, the following documents:

Solano Transportation Authority

Standard Contract

Project:

- a. STA staff report to the STA Board dated [REDACTED] and approved by the STA Board on [REDACTED];
- b. STA'S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. [REDACTED]);
- c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated [REDACTED];
- d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to STA's selection board and to the officers and employees of STA who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which STA has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with STA's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on (DATE), contingent upon approval by STA, and CONSULTANT shall commence work after notification to proceed by STA'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on STA until the contract is fully executed and approved by STA.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. STA will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds STA's approved overhead rate set forth in the Cost Proposal. In the event, that STA determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by STA shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, STA will pay CONSULTANT a fixed fee of not to exceed 0% of the total contract. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, STA shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by STA's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due STA including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to STA's Contract Administrator at the following address:

Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94575
Attn: [REDACTED]

- H. The total amount payable by STA including the fixed fee shall not exceed \$ [REDACTED].
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by STA's Contract Administrator in advance. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. STA reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. STA may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants contained in this contract at the time and in the manner provided here. In the event of such termination, STA may proceed with the work in any manner deemed proper by STA. If STA terminates this contract with CONSULTANT, STA shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to STA exceeds the funds remaining in the contract. In which case

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the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which the Government shall be liable if this contract is terminated is **\$0** dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to STA.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code section 8546.7; CONSULTANT, subconsultants, and STA shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, STA, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by STA'S Executive Director.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by STA'S Executive Director of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by STA will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA'S work papers including

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making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by STA contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by STA at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between STA and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to STA for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from STA'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by STA's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by STA.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by STA's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by STA's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by STA's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, STA shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit STA in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established STA procedures; and credit STA in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by STA and CONSULTANT, if it is determined to sell the

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equipment, the terms and conditions of such sale must be approved in advance by STA.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with STA that may have an impact upon the outcome of this contract, or any ensuing STA construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing STA construction project, which will follow.
- B. CONSULTANT certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any STA employee. For breach or violation of this warranty, STA shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV STATEMENT OF COMPLIANCE

- A. CONSULTANT’s signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

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medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed below shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to STA.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to STA for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or STA governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. STA has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XVIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.

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- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by STA's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by STA's Contract Administrator.

ARTICLE XXIX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 0%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached to and incorporated as part of this contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as STA deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from STA and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting STA consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of

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payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- J. Upon completion of the contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to STA's Contract Administrator within 30 days.

ARTICLE XX CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, STA has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of STA's Contract Administrator and Janet Adams, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by the STA Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by STA Safety Officer and other STA representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, STA has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all

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reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIV INSURANCE AND INDEMNIFICATION

A. CONSULTANT shall procure and maintain for the duration of this Contract the following insurance:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT's employees will use personal autos on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each person.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Errors and Omissions liability insurance appropriate to the CONSULTANT's profession. Architect's and engineers' coverage is endorsed to include contractual liability.

Minimum Limits of Insurance:

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage, combined single limit.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease, and in the aggregate.
4. Errors and Omissions Liability: \$1,000,000 on a claims made basis.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by the STA. At the option of STA, either: the CONSULTANT shall reduce or eliminate such deductibles or self-insured retentions regarding the STA, its officers, officials, employees and volunteers; or CONSULTANT shall provide a financial guarantee satisfactory to the STA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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Other Insurance Provisions:

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

1. The STA, its officers, officials, employees and volunteers be covered as insureds regarding the liability arising out of automobiles owned, leased, hired or borrowed by or for the CONSULTANT, and regarding liability arising out of work or operations by or for the CONSULTANT including materials, parts or equipment furnished with such work or operations. General liability coverage can be in an endorsement to the CONSULTANT's insurance or as a separate owner's policy.
2. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the STA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the STA, its officers, officials, employees and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Should the above described policies be cancelled prior to the policies' expiration date, CONSULTANT agrees that notice of cancellation will be delivered under the policy provisions.

Acceptability of Insurers:

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

Verification of Coverage:

CONSULTANT shall furnish STA with original certificate and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements must be received and approved by the STA before work commences. STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

All insurance documents are to be sent to:

Solano Transportation Authority
Attn: STA Legal Counsel
One Harbor Center, Suite 130
Suisun City, CA 94585

Sub-Contractors:

CONSULTANT shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated above unless specifically waived by STA in writing.

B. CONSULTANT shall indemnify and hold harmless the STA, its officers, officials, employees and volunteers against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by STA's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (collectively referred to as "liabilities"), arising out of or for any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not STA accepted or approved

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any service or work product performed or provided by CONSULTANT, and whether or not such liabilities are litigated, settled or reduced to judgment. If a final decision or judgment allocates liability by determining any portion of damages awarded is attributable to STA's negligence or willful misconduct, STA shall pay the portion of damages allocated to STA's negligence or willful misconduct, provided that STA shall not be liable for any passive negligence of STA, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

CONSULTANT shall, upon STA's request, defend with counsel approved by STA (which approval shall not be unreasonably withheld), at CONSULTANT's sole cost and expense, any action, claim, suit, cause of action or portion which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not such action, claim, suit, cause of action or portion is well founded or lacking in merit.

Acceptance of required insurance certificates or endorsements does not relieve CONSULTANT from liability under this contract and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by CONSULTANT's negligence, misconduct, or other legal fault whether such insurance policies shall have been determined to apply to such damages or claims for damages. This Article shall survive any termination of this contract.

ARTICLE XXV OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in STA; and no further agreement will be necessary to transfer ownership to STA. CONSULTANT shall furnish STA all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by STA of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by STA of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. STA may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI CLAIMS FILED BY STA's CONSTRUCTION CONTRACTOR

- A. If claims are filed by STA's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to

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evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with STA'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that STA considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from STA. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with STA's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to STA's operations, which are designated confidential by STA and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by STA relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or STA's actions on the same, except to STA's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or as required by law.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents of it by STA, and receipt of STA'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code section 10296, CONSULTANT states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by STA. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXX RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

Solano Transportation Authority

Standard Contract

Project:

- B. No retainage will be withheld by the STA from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXI NOTIFICATION

All notices and communications regarding interpretation of the terms of this contract and changes to it, shall be effected by the mailing of a notice by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)
(NAME), Project Manager
(ADDRESS)

STA:

Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585
Attn:
Telephone: (707) 424-6075
Fax: (707) 424-6074

ARTICLE XXXII CONTRACT

The two parties to this contract agree that this contract constitutes the entire agreement between them. This contract may be executed in duplicate originals, each of which is deemed an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed original copies. Both of these parties, for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures and effective date below.

**Solano Transportation Authority
Standard Contract
Project:**

ARTICLE XXXIII SIGNATURES

(Name of CONSULTANT)

(Name of STA)

(Signature)

(Name of Signer)

(Signature)

(Name of Signer)

EFFECTIVE DATE: _____

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LABOR COSTS

a) Subtotal Direct Labor Costs _____

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** _____

INDIRECT COSTS

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] _____

f) Overhead (Rate: _____) g) Overhead [(c) x (f)] _____

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] _____

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** _____

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee _____]** _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS** _____

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____

TOTAL COST [(c) + (j) + (k) + (n)] _____

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	100%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
	Fee	=	%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract: