



Solano Transportation Authority

... working for you!

## SOLANO TRANSPORTATION AUTHORITY

Member Agencies:

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

423 Main Street, Suisun City, CA 94585-2413 ♦ Telephone (707) 424-6075 / Fax (707) 424-6074

Email: [info@sta.ca.gov](mailto:info@sta.ca.gov) ♦ Website: [sta.ca.gov](http://sta.ca.gov)

February 23, 2024

**RE: Request for Proposal (RFP 2024-01) for Preparation of Plans, Specifications and Estimate (PS&E) for I-80/I-680/ SR 12 Interchange – SR 12 (West)/Red Top Road/Business Center Drive (Package 5)**

Dear Consultant:

The Solano Transportation Authority (STA) invites qualified consultants to submit a proposal to provide professional consultation services to prepare and complete the Plans, Specifications, and Estimate (PS&E) of Package 5 of the I-80/I-680/SR 12 Interchange Project.

**Package 5 [SR 12 (West)/Red Top Road/Business Center Drive Project]** of the I-80/I-680/SR 12 Interchange Project involves extending Business Center Drive from its current terminus to a realigned Red Top Road. This extension includes construction of a new partial interchange on SR 12 (West) at Red Top/Business Center, as well as a reconstruction of the I-80/Red Top Road interchange.

The full Request-for-Proposal (RFP) can be requested by calling (707) 424-6075 or downloaded online as a PDF file at <https://sta.ca.gov/work-with-sta/procurement-opportunities/>.

The RFP describes the project and requirements associated with this RFP. Each **Proposer** should review these requirements including the evaluation criteria in order to submit a competitive **Proposal**.

Qualified consultants are invited to submit three (3) hard copies and one (1) digital copy (via flash drive) of your Proposal to the STA office no later than **4:00 PM on Friday, March 29, 2024**. The Proposal should be addressed to:

**Nicholas Burton, PE**  
**STA Director of Projects**  
**Solano Transportation Authority**  
**423 Main Street**  
**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 the week of **April 8, 2024**.

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 any questions regarding this RFP, please contact Nicholas Burton at 707-399-3207 or e-mail at [nburton@sta.ca.gov](mailto:nburton@sta.ca.gov).

Thank you for your interest.

Sincerely,



Daryl K. Halls  
Executive Director



*Solano Transportation Authority*

**REQUEST FOR PROPOSAL  
(RFP No. 2024-01)**

**For**

**Preparation of Plans, Specifications and Estimate (PS&E) for**

**I-80/I-680/SR 12 INTERCHANGE**

**SR 12 (WEST)/RED TOP ROAD/BUSINESS CENTER DRIVE  
PROJECT (PACKAGE 5)**

Release Date: February 23, 2024

**PROPOSALS DUE:**

**4:00 PM, Friday, March 29, 2024**

Three (3) complete hard copies and one (1) digital copy (via flash drive)

**Solano Transportation Authority  
423 Main Street  
Suisun City, CA 94585**

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## **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 proposals or specific parts of the proposals 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 (7) 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 STA 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.

## **SECTION 1 — INTRODUCTION**

The Solano Transportation Authority (STA) is a Joint Powers Authority with members including the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo. STA will be taking the lead on the preparation of the Plans, Specifications and Estimate (PS&E) for the **SR12 (West)/Red Top Road/Business Center Drive Project (Package 5)**. STA will be administering the construction contract for this project. However, the consultant will be required to gain full approvals from the California Department of Transportation (Caltrans), Solano County, and the City of Fairfield.

## **SECTION 2 — SERVICES TO BE PROVIDED**

The STA intends to retain a qualified and committed professional engineering firm/team to provide services required for the preparation and completion of PS&E for the **SR12 (West)/Red Top Road/Business Center Drive Project (Package 5)**. The selected consultant will work closely with STA, as well as Caltrans, the selected contractor, the City of Fairfield, and Solano County. The PS&E for this project is funded mainly with regional funds. It will be necessary for this project to purchase right-of-way. The project Environmental Impact Statement/Environmental Impact Report (EIS/EIR) was certified in December 2012. Accordingly, a re-validation of the environmental document will be required. The consultant will also be required to produce a bid ready contract, specifications, and plan.

The consultant will be required to provide engineering design services that will include, but not be limited to, the following: roadway, drainage, foundation investigations, lighting, pavement features, traffic studies, signals, signing, striping, stage construction, landscaping, surveys/mapping, right-of-way engineering, preparation of permit applications, obtaining permits, preparation of the revalidation, and such other incidental features required to complete the PS&E. The consultant will be required to complete an environmental re-validation of this project, which will include extending Business Center Drive from its current terminus westerly across SR12, connecting with a realigned Red Top Road at the existing I-80/Red Top interchange. The selected consultant will also need to provide design support services during construction. The STA will provide the construction management consultant for constructability and biddability reviews.

The consultant will need to support STA in seeking additional funding for the I-80/I-680/SR 12 Interchange Project, as well as construction funding for Package 5. The consultant will need to become familiar with the Climate Action Plan for Transportation Infrastructure (CAPTI) and Caltrans System Investment Strategy (CSIS). The consultant and STA will need to consider CAPTI and CSIS during the project development process to maximize the opportunity to secure additional funding for project construction of Package 5, as well as consider concepts for other Construction Packages. See the following link for information on CAPTI and CSIS:

[Caltrans System Investment Strategy \(CSIS\) | Caltrans](#)

## **SECTION 3 — SR 12 (West)/Red Top Road/Business Center Drive Project (Package 5)**

### ***Background***

I-80 is a major transcontinental highway route, which typically has between six to eight lanes. The corridor within Solano County functions as an essential commuter route within the San Francisco Bay Area, connecting workers in Solano County with jobs in neighboring Contra Costa, Alameda, and San Francisco Counties. Its regional significance is demonstrated by its high percentage of inter-county travel. In addition to its function as a commuter corridor, this route provides an important connection between the Bay Area and Sacramento, the Sierra Nevada, and Lake Tahoe regions. Finally, the route is also a primary truck route connecting the Port of Oakland to points east and north, contributing significantly to the economic health of the State of California by facilitating goods distribution throughout the western U.S.

Caltrans, in cooperation with the STA and the Federal Highway Administration (FHWA), proposes to improve the interchanges between I-80, I-680, and SR12 in the vicinity of the City of Fairfield in Solano County, California. The proposed improvements are phased into seven (7) packages. These improvements are designed to reduce congestion, accommodate anticipated increases in traffic, and address safety concerns since the existing I-80/I-680/SR 12 interchange complex was constructed approximately 40 years ago. Current traffic demands on the interchange have resulted in extreme congestion, delays, substantial traffic diversion, and unacceptable Levels of Service.

Packages 1 and 2 of the interchange improvements have already been completed. Package 1 improvements included reconstruction of the Green Valley Road/I-80 interchange, as well as overcrossing between Business Center Drive and Auto Plaza Court. This package also constructed a new connector from westbound I-80 to westbound SR 12 (West). Package 2 involved construction of eastbound SR 12 (West) to eastbound I-80 connector and Green Valley Road braided ramps. The new connector was designed to accommodate a future connector to southbound I-680.

Construction of the improvements associated with Packages 3 and 4 of the I-80/I-680/SR 12 Interchange Project will be initiated once funding is identified and secured. Package 3 improvements include significant utility relocations as it will construct a partial interchange at I-680 and Red Top Road, as well as realignment of Lopes Road and Fermi Drive to accommodate the new I-680 southbound alignment. Meanwhile, a major component of Package 4 involves realignment of northbound I-680 and construction of a new direct connector from northbound I-680 to westbound SR 12 (West).

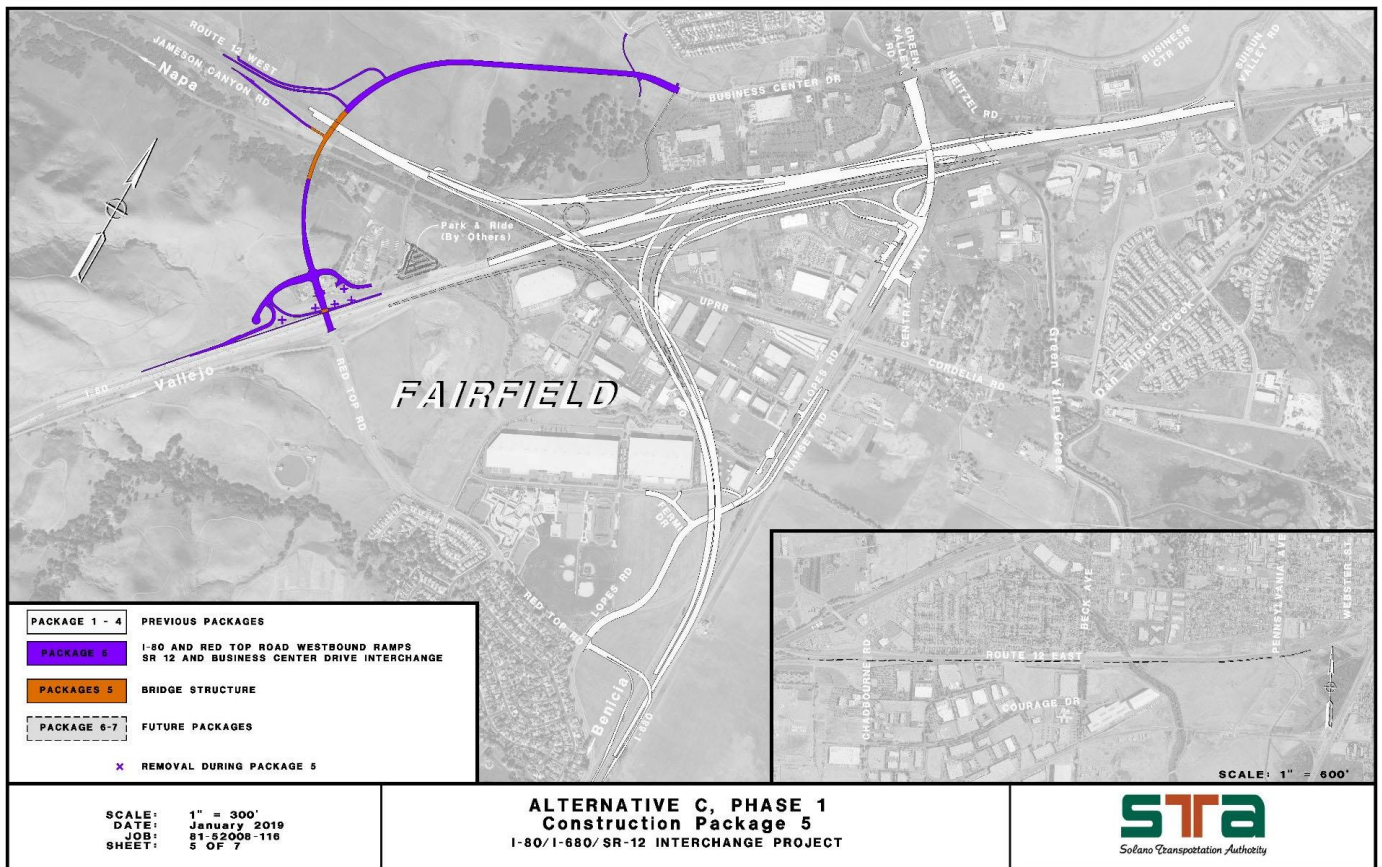
### ***Project Description***

**Package 5 (SR 12 (West)/Red Top Road/Business Center Drive Project)** of the I-80/I-680/SR 12 Project consists of several major improvements. Business Center Drive will be extended from its current terminus westerly across SR 12 and connect with a realigned Red Top Road at the existing I-80/Red Top Road interchange. This includes extending the existing pedestrian and bike facilities on Business Center Drive, while constructing the same facilities on Red Top Road. A new bridge structure will connect Business Center Drive to Red Top Road and the partial interchange on SR 12 (West) and Business Center Drive/Red Top Road will provide an on ramp

to westbound SR 12 (West) from Business Center Drive, as well as an off ramp from eastbound SR 12 (West) to Red Top Road. The Red Top Road/I-80 interchange will also be reconstructed. Package 5 will also consider widening of Red Top Road underneath I-80, as well as re-evaluating the timing on the addition of the Westbound I-80 on-ramp at Suisun Valley Road.

The reconstruction of the interchange will reduce travel time for those traveling on eastbound I-80 going to westbound SR 12 (West). Currently, these travelers would need to continue driving eastbound on I-80 for about a mile before exiting to get on Green Valley Road. Once on Green Valley Road, they would need to cross the overcrossing to get on to the westbound SR 12 (West) connector. This connector was part of the Package 1 improvements. The reconstruction of the I-80/Red Top Road interchange will make it easier to get on westbound SR 12 (West) from eastbound I-80.

This package will require right-of-way acquisition. Overall, these improvements will be designed to provide a parallel arterial between I-80/Red Top Road to I-80/Abernathy Road, which is 5 miles to the east.





**Preliminary Project Schedule**

STA was successful in securing Regional Measure (RM) 3 funding for the design of the **SR12 (West)/Red Top Road/Business Center Drive Project (Package 5)**. The consultant will be required to provide detailed construction cost estimates at 35, 65, 95, and 100% plan development stages. Presented in the table below is a preliminary schedule for completing the design of the project.

<b>SR12W Eastbound to I-80 Eastbound Connector Project (Package 2A)</b>	
<b>Tasks</b>	<b>Completion Date</b>
Select Consultant	April 2024
35% PS&E Submittal	August 2024
65% PS&E Submittal	January 2025
95% PS&E Submittal	May 2025
Appraisal Maps Approved / Plats and Legals Completed	May 2025
100% PS&E Submittal	September 2025
Final PS&E/Caltrans Approval	November 2025
Right-of-Way Certification	April 2026
Ready-to-List (RTL)	April 2026
Construction Funding Allocation Request	April 2026
Advertise Construction Contract	April 2026
STA Awards Construction Contract	June 2026
Begin Construction	July 2026

**NOTE:** The **I-80/I-680/SR12 Interchange Project Report** is available for review at the STA Offices. To schedule a time to review the documents, please call Johanna Masiel at the STA at (707) 424-6075.

**SECTION 4 — INSTRUCTIONS 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 RFP should be e-mailed to **Nicholas Burton, Director of Projects**, at the

following e-mail address: [nburton@sta.ca.gov](mailto:nburton@sta.ca.gov) no later than **4:00 PM (local), March 15, 2024**. Response to all questions submitted by the **March 15, 2024** deadline that may have a material impact on the proposal will be posted on the STA website at [www.sta.ca.gov](http://www.sta.ca.gov) by **March 20, 2024**. The subject line for questions submitted in writing should include reference to: **“Questions - STA RFP # 2024-01 SR 12 (West)/Red Top Road/Business Center Drive Project (Package 5)”**.

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 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 B** (STA Master Contract) 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.

## **SECTION 5 — RFP SUBMITTAL REQUIREMENTS**

Please prepare your proposal in accordance with the following requirements.

1. *Proposal:* The proposal (excluding resumes and the transmittal letter) shall not exceed a total of thirty (30) single-sided, 8.5” x 11” pages. Resumes should be included in an appendix.
2. *Transmittal Letter:* The proposal 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 proposal shall be valid for a ninety (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:

Nicholas Burton, Director of Projects  
Solano Transportation Authority  
423 Main Street  
Suisun City, California 94585

3. *Project Understanding:* This section shall clearly convey the consultant’s understanding of the nature of the work, including coordination with and approvals from STA, Caltrans, Solano County, City of Fairfield.
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, Solano County, City of Fairfield, Caltrans, STA, and any other parties that may have a significant role in the delivery of this project.
5. *Qualifications and Experience:* The proposal shall provide the qualifications and experience of the consultant team that will be available for the **SR 12 (West)/Red Top Road/Business Center Drive Project (Package 5)**. 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. *Work Plan and Schedule:* The Work Plan should be structured to include the following major tasks for the **SR12 (West)/Red Top Road/Business Center Drive Project (Package 5)**:

- Coordination and interaction with Caltrans, Solano County, and City of Fairfield
- Risk Register
- 35% PS&E Submittal
- 65% PS&E Submittal
- 95% PS&E Submittal
- 100% PS&E Submittal
- Final Design
- Environmental Re-Validation
- Right-of-way Engineering
- Permit Applications and Obtaining Permits
- Design Support Services During Construction

This section shall include a description of how each major task and subtask of the project will be conducted, identification of deliverables for each major task and subtask, and a schedule. 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 subtasks and include durations for the performance of each task, subtask, milestones, submittal dates, and review periods for each submittal. Discuss the firm's/team's approach for completing the PS&E services for this project on the proposed schedule.

7. *Staffing Plan:* The proposal shall provide a staffing plan (detailed by quarter and major task) and an estimate of the **total hours** (detailed by position) required for preparation of the Plans, Specifications, and Estimate (PS&E) as described in this RFP. **NOTE: Hours for each subconsultant shall be included in the staffing plan.** Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the **SR12 (West)/Red Top Road/Business Center Drive Project (Package 5)** according to your proposed schedule. Discuss the firm's/team's approach for completing the PS&E services for this project within budget.

8. *Pre-award Audit:* Although this PS&E phase is being funded with Regional Measure 3 funds, it might be helpful if the consultant can demonstrate past approval of a Caltrans Pre-Award Audit, including all major subcontractors (over \$25,000 contracts). STA will review any Pre-Award Audit submitted, along with Exhibits 10-A and 10-K prior to making any recommendation of award.

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 five years) similar to the **SR12 (West)/Red Top Road/Business Center Drive Project (Package 5)**. Include a brief description of each project associated with the reference and the role of the respective team member.

11. *Submittal of Proposals:* Three (3) bound copies and one (1) digital copy (via flash drive) of your proposal are due at the STA offices no later than the time and date specified in Section 7 below. Envelopes or packages containing the proposals should be clearly marked, **“Proposals Enclosed.”**

12. *Cost Proposal:* A cost proposal should be submitted in a **separate sealed envelope titled “PS&E Consultant Cost Proposal.”** The cost shall be submitted in the format as shown on Exhibits 10A, 10H, and 10K. The STA intends to contract the work as an Actual Cost plus Fixed Fee contract. The cost submittal should indicate the number of anticipated hours/costs by the Project Manager and Key Team Members. The estimated level of hours/costs for other staff can be summarized in general categories. **NOTE: Hours/costs for each subconsultant shall be included in the cost proposal.**

## **SECTION 6 — SELECTION OF CONSULTANT**

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

1. Qualifications and specific experience of Key Team Members.
2. Project understanding and approach, including an understanding of STA, Caltrans oversight and reviews, Solano County, City of Fairfield, and approval and coordination processes.
3. Experience with similar types of projects.
4. Satisfaction of previous clients.
5. Schedule and capacity to provide qualified personnel.

Two or more of the firms/teams will be invited to an interview during the week of April 8, 2024. 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 proposal preparation shall be borne by the prospective consultants.

Once the top firm/team has been determined, STA staff will start contract negotiations with the firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with STA and so forth. Provided the negotiations are proceeding well, the STA may elect to initiate a portion of the work scope with a Notice to Proceed (NTP), prior to execution of the contract.

## **SECTION 7 — SELECTION PROCESS DATES**

February 23, 2024:

**Release of RFP**

March 8, 2024:

**Pre-proposal Meeting** will be held at 9:00 AM at the STA Offices.

March 15, 2024:

**Questions to RFP Due to Nicholas Burton**  
([nburton@sta.ca.gov](mailto:nburton@sta.ca.gov))

March 20, 2024: **Response to Questions Posted on STA Website**  
March 29, 2024: **Proposals are due no later than 4:00 PM** at the offices of the Solano Transportation Authority, 423 Main Street, Suisun City, CA 94585. **Late submittals will not be accepted.**  
Week of April 8th: **Interviews for consultant selection for the SR12 (West)/Red Top Road/Business Center Drive Project.**  
Week of April 15th: **Top ranked firm/team notified.**

If you have any questions regarding this RFP, please contact no later than March 29, 2024:

Dale Dennis  
STA Project Manager  
Phone (925) 595-4587  
[dodennis@theycyberjungle.com](mailto:dodennis@theycyberjungle.com)

or Nicholas Burton  
Director of Projects  
Phone (707) 399-3207  
[nburton@sta.ca.gov](mailto:nburton@sta.ca.gov)

**SECTION 8 — 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.

**SECTION 9 — ATTACHMENTS**

*Attachment A – Exhibits 10-A, 10-H, and 10-K*

*Attachment B – STA Master Contract*

**ATTACHMENT A**

Exhibits 10-A, 10-H, and 10-K

**EXHIBIT 10-A**

**A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST**

**Caltrans Division of Local Assistance**

**(Completed by Local Agencies, One per Contract)**

**(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)**

**(For Amendments, use only when there are additional subconsultants or changes in ICR)**

**EMAIL TO:**

California State Department of Transportation  
 Independent Office of Audits and Investigations  
[conformance.review@dot.ca.gov](mailto:conformance.review@dot.ca.gov)

Date: \_\_\_\_\_  
 Federal Project Number: \_\_\_\_\_

Attention: Audit Manager, External Contracts-Local Agencies

The following applicable documents are attached for proposed A&E Consultant Contract No. \_\_\_\_\_ at a proposed Contract or Amended amount of \$ \_\_\_\_\_, with \_\_\_\_\_  
(Prime Consultant's full legal name)

The Project Description is **(Identify if an Amendment or a New Contract)**: \_\_\_\_\_

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5 or N/A (see below)	Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary. N/A applies to Consultants with participation amount less than \$150,000

**I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts ≥ \$150,000\* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:**

Minimum Requirements

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) – Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
- 4) Points of contact for Local Agency and Prime Consultant

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Local Agency and Department \_\_\_\_\_  
 Address \_\_\_\_\_

\*Consultants with multi-year Contracts that begin at \$150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.



### CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS ON LOCAL GOVERNMENT AGENCY CONTRACTS

**All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ \$150,000:**

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract (1)
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (except for firms requesting Safe Harbor Rate)
- 4) Local Agency and Prime Consultant's Points of Contact

Type of Financial Documents and Information for ICR FYE proposed *	If not Categories 1-3				
	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4: Contracts ≥ \$150K to < \$1M and participating amounts ≥ to \$150K	CATEGORY 5: Contracts ≥ \$1M and participating amounts ≥ \$150K
	<b>For all Prime and Sub-consultants</b>				
Cognizant Approval Letter for the FYE proposed (issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ★ Prime Consultant must have a CPA Audited ICR Report if contract is ≥ \$1M, regardless of Prime Consultant's participation amount.(2)				✓	★
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓***	✓	✓
<b>When applicable, additional documents may be requested:</b>					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
<b>Safe Harbor Rate Documents:</b>					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
<i>Additional Documents Required</i>	2	2	2	3	8

\* ICR FYE = Indirect Cost Rate Fiscal Year End. All items on this checklist may not be all inclusive. A&I reserves the right to request additional documentats as deemed necessary.

\*\* Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.

\*\*\* Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on [www.dot.ca.gov/audits](http://www.dot.ca.gov/audits).

- (1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.
- (2) FAR Compliant ICR schedule includes FAR References, and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the notes will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by A&I. For financial document packages received from January 1, 2018 to June 30, 2018, the 2016 FYE ICR must be submitted or the FYE 2017 ICR if available. For financial document packages received from July 1, 2018 to December 31, 2018, the 2017 ICR must be submitted.
- (3) Go to AASHTO website @ [audit.transportation.org](http://audit.transportation.org), for Appendix B-Internal Control Questionnaire
- (4) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.
- (5) Prevailing Wage (PW) contract requires written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on [www.dot.ca.gov/audits](http://www.dot.ca.gov/audits).
- (6) Document/Report must summarize total labor costs that agree to total direct labor and total indirect labor amounts included in the fiscal year ICR schedule proposed on the contract. Uncompensated overtime must be presented for salaried/exempt employees that are not compensated for hours worked in excess of 8 hours a day/40 hours per week/2080 hours per year. Refer to Uncompensated Overtime Interpretive Guidance on [www.dot.ca.gov/audits](http://www.dot.ca.gov/audits).

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant \_\_\_\_\_ 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 sample) \$ \_\_\_\_\_
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ \_\_\_\_\_

**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: \_\_\_\_\_)
- e) **TOTAL FRINGE BENEFITS [(c) x (d)]** \$ \_\_\_\_\_

**INDIRECT COSTS**

- 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)]** \$ \_\_\_\_\_

**FEE (Profit)**

- q) (Rate: \_\_\_\_\_)
- k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$ \_\_\_\_\_

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ _____
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ _____
p) <b>TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]</b>			\$ _____

**TOTAL COST [(c) + (j) + (k) + (p)]** \$ \_\_\_\_\_

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**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	<b>5 Year Contract Duration</b> 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	_____	+	_____	=	_____	_____
Year 2	_____	+	_____	=	_____	_____
Year 3	_____	+	_____	=	_____	_____
Year 4	_____	+	_____	=	_____	_____

**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	_____	*	_____	=	_____
Year 2	_____	*	_____	=	_____
Year 3	_____	*	_____	=	_____
Year 4	_____	*	_____	=	_____
Year 5	_____	*	_____	=	_____
Total	_____		_____	=	_____

**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	_____	*	_____	=	_____
Year 2	_____	*	_____	=	_____
Year 3	_____	*	_____	=	_____
Year 4	_____	*	_____	=	_____
Year 5	_____	*	_____	=	_____
	Total Direct Labor Cost with Escalation			=	
	Direct Labor Subtotal before Escalation			=	
	Estimated total of Direct Labor Salary Increase			=	Transfer to Page 1

NOTES:

- 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.
- 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)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)** Page 1 of 2  
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

$$\begin{matrix} \text{Fringe Benefit} & + & \text{Overhead} & + & \text{General Administration} & = & \text{Combined Indirect Cost Rate (ICR)} \\ (= 0\% \text{ if Included in OH}) & & (= 0\% \text{ if Included in OH}) & & & & \\ & & & & & & \text{FEE} = \end{matrix}$$

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (\*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

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

Consultant or Subconsultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency.
- 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.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)**

COST PER UNIT OF WORK CONTRACTS  
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Consultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

Page \_\_\_ of \_\_\_

**Unit/Item of Work:**

**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)**

**Include as many Items as necessary.**

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	_____
Sub-professional/Technical*	_____	_____	_____
EQUIPMENT (with Operator)	_____	_____	_____
<b>OTHER DIRECT COST</b>			
Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	_____	\$ _____	_____
Supplies/Consumables (Itemize)	_____	\$ _____	_____
Travel/Mileage	_____	\$ _____	_____
Report (if applicable)	_____	\$ _____	_____
<b>TOTAL COST PER UNIT OF WORK</b>			_____

NOTES:

- Denote labor subject to prevailing wage with asterisk (\*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.

# Exhibit 10-K



## Inspector General

California Department of Transportation

### Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: \_\_\_\_\_

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

#### Indirect Cost Rate (ICR):

Combined Rate: \_\_\_\_\_ Or

Home Office Rate: \_\_\_\_\_ and Field Office Rate (if applicable): \_\_\_\_\_

Facilities Capital Cost of Money (if applicable): \_\_\_\_\_

**Fiscal Period:\*** \_\_\_\_\_

\* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

#### Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;



- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

**All A&E Contract Information:**

- Total participation amount \_\_\_\_\_ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is \_\_\_\_\_
- Years of consultant’s experience with 48 CFR Part 31 is \_\_\_\_\_
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit	Local Govt ICR Audit	Caltrans ICR Audit
CPA ICR Audit	Federal Govt ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:\*\* \_\_\_\_\_ Title\*\*:

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

Phone\*\*:

Email\*\*:

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency’s invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

**ATTACHMENT B**

STA Master Contract



**Solano Transportation Authority  
Standard Contractor Contract  
Project:**

---

**Project Description:**

1. **This Contract is entered into between the Solano Transportation Authority (STA) and the Contractor named below:**  
     Contractor's Name: \_\_\_\_\_ Business Form: \_\_\_\_\_
2. **The Term of this Contract is: From date of execution of contract to \_\_\_\_\_, or earlier terminated or extended by agreement of the Parties.**
3. **The maximum amount of this Contract is:**
4. **The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated as though set forth in full:**
  - **Exhibit A – Scope of Work and Documents related to Project Description and Contractor's Performance.**
  - **Exhibit B – Budget Detail and Payment Provisions**
  - **Exhibit C – General Terms and Conditions**

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

<b>SOLANO TRANSPORTATION AUTHORITY</b>	<b>CONTRACTOR</b>
By: _____ DARYL K. HALLS, Executive Director	By: _____

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
MEGAN J. CALLAWAY, STA Legal Counsel

**STA Contact Information**  
 Daryl K. Halls, Executive Director  
 Solano Transportation Authority  
 423 Main Street  
 Suisun City, CA 94585  
 Attn:  
 Telephone: (707) 424-6075  
 Fax: (707) 424-6074

**Contractor Contact Information**

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**

**SCOPE OF WORK**

1. 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:
  - a. STA staff report to the STA Board dated \_\_\_\_\_ and approved by the STA Board on \_\_\_\_\_;
  - b. STA'S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. \_\_\_\_\_);
  - c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated \_\_\_\_\_;
  - 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.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Compensation.** This is a “not to exceed” contract. Contractor shall be paid, as full compensation for the satisfactory completion of the work, in amount not to exceed \_\_\_\_\_ as set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, and allowable indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.

**B. Progress Payments.** Payment for Contractor’s services shall be due under the approved payment schedule upon acceptance by Project Manager of those deliverables marking completion of a portion of the Project and as invoiced under Contractor’s proposal.

**C. Maximum Payment.** Subject only to duly executed amendments, it is expressly understood and agreed that the total compensation will not exceed the sums set forth in this Contract unless under written amendment of this Contract approved by the STA Board.

**D. Method of Payment.** Contractor shall submit an invoice identifying the Project deliverable or milestone, with a brief status statement of the Study’s progress for which payment is sought, no later than thirty (30) days after STA’s acceptance of such deliverable/milestone. Payment shall be made by STA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be emailed to [accountspayable@sta.ca.gov](mailto:accountspayable@sta.ca.gov) and addressed as follows:

Daryl K. Halls, Executive Director  
Solano Transportation Authority  
423 Main Street  
Suisun City, CA 94575

**Attn:**

**E. Cost/Fee Proposal** If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached here to as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

## **EXHIBIT C**

### **GENERAL TERMS AND CONDITIONS**

**1. Conflict with Caltrans Or Federal Provisions**

Where Caltrans or Federal funds are involved, those Caltrans or Federal provisions shall control over a General Term or Condition.

**2. Closing out**

STA will pay Contractor's final claim for payment providing Contractor has completed all obligations undertaken under this Contract. Contractor is responsible for STA's receipt of a final claim for payment sixty (60) days after termination or completion of this Contract.

**3. Time**

Time is of the essence in all terms and conditions of this Contract.

**4. Time of Performance**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with STA's Contract Manager.

**5. Termination**

A. This Contract may be terminated by STA or Contractor, at any time, with or without cause, upon thirty (30) days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. STA may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, STA will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

**6. Signature Authority**

The parties executing this Contract certify they have the proper authority to bind their respective entities to all terms and conditions in this Contract.

**7. Warranty**

A. STA relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. STA's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

**8. Best Efforts**

Contractor warrants that Contractor will faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to STA's reasonable satisfaction.

**Solano Transportation Authority  
Standard Contractor Contract  
Project:**

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**9. Default**

A. If Contractor defaults in Contractor's performance, STA shall promptly notify Contractor in writing. If Contractor fails to cure a default within thirty (30) days after notification, unless otherwise specified in Exhibit D, or if the default requires over thirty (30) days to cure and Contractor fails to commence to cure the default within thirty (30) days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, STA may elect to cure the default and any expense incurred shall be payable by Contractor to STA.

C. If STA serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, STA shall be entitled to recover from Contractor all damages allowed by law.

**10. Indemnification**

Contractor 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 Contractor, 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 any service or work product performed or provided by Contractor, 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 Contractor.

Contractor shall, upon STA's request, defend with counsel approved by STA (which approval shall not be unreasonably withheld), at Contractor'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 Contractor, 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 insurance certificates or endorsements required under Exhibit E of this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by Contractor'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 Section shall survive any termination of this Contract.

**11. Insurance Requirements**

Contractor 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:

**Solano Transportation Authority  
Standard Contractor Contract  
Project:**

---

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 Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos on this project, Contractor 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 Contractor'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 Contractor shall reduce or eliminate such deductibles or self-insured retentions regarding the STA, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to the STA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**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 Contractor, and regarding liability arising out of work or operations by or for the Contractor including materials, parts or equipment furnished with such work or



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operations. General liability coverage can be in an endorsement to the Contractor's insurance or as a separate owner's policy.

2. For any claims related to this project, the Contractor'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 Contractor's insurance and shall not contribute with it.
3. Should the above described policies be cancelled prior to the policies' expiration date, Contractor 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:**

Contractor shall furnish STA with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the STA or on other than the STA's forms, provided those endorsements or policies conform to the requirements stated in 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  
423 Main Street  
Suisun City, CA 94585

**Sub-Contractors:**

Contractor 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.

**Forms of Endorsement:**

Endorsements shall include the following provisions. STA understands and agrees that variations in language may occur:

THIS ENDORSEMENT, EFFECTIVE \_\_\_\_\_ A.M. \_\_\_\_\_,  
201\_\_, FOR POLICY NUMBER \_\_\_\_\_, IS ISSUED TO THE  
SOLANO TRANSPORTATION AUTHORITY BY

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\_\_\_\_\_ FOR (PROJECT DESCRIPTION OR  
TITLE)\_\_\_\_\_.

**ADDITIONAL INSURED**

IT IS UNDERSTOOD AND AGREED THAT THE STA, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

**PRIMARY INSURANCE**

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE STA MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION THE STA MAY HAVE, AND ANY OTHER INSURANCE THE STA DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

**CANCELLATION CLAUSE**

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE STA IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

Solano Transportation Authority  
Attn: STA Legal Counsel  
423 Main Street  
Suisun City, CA 94585

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

**12. Independent Contractor**

A. Contractor is an independent contractor and not an agent, officer or employee of STA. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against STA for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Contractor shall indemnify and

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hold STA harmless from any liability which STA may incur because of Contractor's failure to pay such obligations.

D. As an independent contractor, Contractor is not subject to the direction and control of STA except as to the final result contracted for under this Contract. STA may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

E. Contractor may provide services to others during the same period Contractor provides service to STA under this Contract.

F. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

G. As an independent contractor, Contractor shall indemnify and hold STA harmless from any claims that may be made against STA based on any contention by a third party that an employer-employee relationship exists under this Contract.

H. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

**13. Commitment of Key Contractor Personnel**

In recognition of the special skill of Contractor's proposed "Project Team", if such a team has been proposed, STA has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor and an estimate of the commitment of their time to this Project, all as set forth in Contractor's Proposal found in Exhibit B. Substitution of any key personnel or a decrease in the commitment of time to be provided to the Project by such personnel of more than 10% requires the prior written approval of STA. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements.

**14. Responsibilities of Contractor**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and STA relies upon such skills. Contractor pledges to perform the work skillfully and professionally. STA's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 4 years from the end of the contract award or for 4 years from termination, whichever is later.

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**15. Compliance with Law**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by STA will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

**16. Confidentiality**

A. Contractor shall prevent unauthorized disclosure of names and other STA-identifying information, except for statistical information not identifying a particular project.

B. Contractor shall not use STA-specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to STA all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the STA, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from STA.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

**17. Conflict of Interest**

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to STA in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**18. Drug Free Workplace**

Contractor warrants Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**19. Health and Safety Standards**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the STA under the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

**20. Audits and Inspection of Record**

- a. Contractor shall permit STA and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, to make an audit, examination, excerpt and transcription during the term of this Contract and for a period of

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- four (4) years. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.
- b. Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.
  - c. The State, the State Auditor, the STA, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor pertinent to the contract for audit, examination, excerpts, and transactions, and copies shall be furnished if requested. This provision shall apply to subcontractors.

**21. Nondiscrimination**

- A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**22. Subcontractor and Assignment**

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the STA's Contract Manager, subject to any required state or federal approval.
- C. If STA consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**23. Unforeseen Circumstances**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to STA of the cause of the delay within ten (10) days of the start of the delay.

**24. Ownership of Documents**

- A. STA shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by STA or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**25. Notice**

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the

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date of delivery reflected upon a return receipt, whichever occurs first.

**26. STA's Obligation Subject to Availability of Funds**

A. The STA's obligation under this Contract is subject to the availability of authorized funds. The STA may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the STA, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited prior to the expiration date in this Contract, or any subsequent Amendment, the STA may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the STA Board. If the Contract is terminated for non-appropriation:

- i. The STA will be liable only for payment under the terms for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services under this Contract affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the STA Board of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to STA. If applicable funding is reduced, STA may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

**27. Changes and Amendments**

A. STA may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease for Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal Contracts or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**28. Choice of Law**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**29. Waiver**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision.

**30. Conflicts in the Contract Documents**

The Contract documents are complementary and interpreted in harmony so as to avoid conflict. If a conflict occurs in the Contract documents, the parties agree that the document providing the highest quality and level of service to the STA shall supersede any inconsistent term in these documents.

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**31. Disbarment or Suspension of Contractor**

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in state or federal transportation related projects and programs; (ii) have not been convicted of a criminal offense related to the provision of consultant services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in state or federal transportation related programs or projects, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in state or federal transportation related projects or programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the STA of any change in the status of the representations and warranty set forth in this section.

**32. Execution in Counterparts; Signatures by Facsimile or PDF**

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.

**33. Entire Contract**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by STA or Contractor other than those contained.