Solano Transportation Authority
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SOLANO TRANSPORTATION AUTHORITY

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

423 Main Street, Suisun City, CA 94585-2473 ♦ Telephone (707) 424-6075 / Fax (707) 424-6074
Email: info@sta.ca.gov ♦ Website: sta.ca.gov

June 13, 2025

RE: Request for Proposal (RFP #2025-06) for Preparation of Project Approval and Environmental Documentation, as well as Plans, Specifications, and Estimates for the Solano Rail Hub Pedestrian Crossing and Station Area Improvements Project

Dear Consultant:

The Solano Transportation Authority (STA) invites qualified consultants to submit a proposal to provide professional consultant services to prepare and complete the Project Approval and Environmental Document (PA&ED), as well as Plans, Specifications, and Estimate (PS&E) of the Solano Rail Hub Pedestrian Crossing and Station Area Improvements Project.

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 the RFP. Each Proposer should review these requirements including the evaluation criteria in order to submit a competitive Proposal.

Qualified consultants are invited to submit one (1) hard copy and one (1) digital copy (via flash drive) of your Proposal to the STA office no later than **4:00 PM on Friday, August 1, 2025.** The Proposal should be addressed to the following:

Jasper Alve
Project Manager
Solano Transportation Authority
423 Main Street
Suisun City, CA 94585-2473

Please 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 match the STA's needs for the RFP will be invited to an interview on the week of **August 18, 2025.**

If you have any questions regarding this RFP, please contact Jasper Alve at 707-399-3204 or email at jalve@sta.ca.gov.

Thank you for your interest.

Sincerely,

Daryl K. Halls
Executive Director

REQUEST FOR PROPOSALS
(RFP # 2025-06)

For the

Preparation of Project Approval and Environmental Documentation (PA&ED), as well as Plans, Specifications, and Estimate (PS&E) for the Solano Rail Hub Project Pedestrian Crossing and Station Area Improvements Project

In
Solano County

Release Date: June 13, 2025

RESPONSES DUE:

4:00PM Pacific Standard Time
Friday, August 1, 2025

One (1) complete hard copy and one (1) digital copy (flash drive) of each response

Solano Transportation Authority
423 Main Street
Suisun City, CA 94585

Table of Contents

DISCLOSURE 1

PROTEST AND APPEALS 1

SECTION 1 - INTRODUCTION 2

SECTION 2 – SOLANO RAIL HUB PROJECT PEDESTRIAN CROSSING AND STATION AREA 2

Background 2

SECTION 3 – SERVICES TO BE PROVIDED 4

Task No. 1- Project Management, Schedule, and Budget 5

Task No. 2- Selection of Preferred Alternative 5

Task No. 3- Surveying and Mapping 6

Task No. 4- Stakeholder and Public Outreach 6

Task No. 5- Technical Reports 6

Task No. 6- Final Design 6

Optional Task No. 1- Right-of-Way Plat and Legal Descriptions 7

Optional Task No. 2- Grant Preparation 7

Optional Task No. 3- Design Support During Construction 7

Preliminary Project Schedule 8

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 9

LOCAL PREFERENCE POLICY 9

INSTRUCTION TO PROPOSER 10

RFP SUBMITTAL REQUIREMENTS 11

SELECTION OF CONSULTANT & CRITERIA 14

SELECTION SCHEDULE 15

List of Attachments

Attachment A – STA Standard Contract
Attachment B – Exhibit 10-H Sample Cost Proposal
Attachment C – Exhibit 10-I Notice to Proposers DBE Information
Attachment D – Exhibit 10-O1 Consultant Proposal DBE Commitment
Attachment E – Exhibit 10-O2 Consultant Contract DBE Commitment
Attachment F – Exhibit 15-H Proposer/Contractor Good Faith Effort
Attachment G – Exhibit 17-F Final Report Utilization of DBE and First Tier Subcontractors
Attachment H – Exhibit 17-O DBE Certification Status Change

DISCLOSURE

The master copy of each response to this request for proposal (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.

SECTION 1 - 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 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.

STA will be taking the lead on the preparation of the **Project Approval/Environmental Document (PA&ED)**, as well as **Plans, Specifications, and Estimate (PS&E)** for the **Solano Rail Hub Project Pedestrian Crossing and Station Area Improvements Project,** in partnership with the County of Solano and Cities of Suisun City and Fairfield.

SECTION 2 – SOLANO RAIL HUB PROJECT PEDESTRIAN CROSSING AND STATION AREA

Background

The 2018 California State Rail Plan, the state's strategic plan for creating a coordinated, statewide rail network, identified a "Solano County Hub" to connect the Capitol Corridor, future Sonoma-Marin Area Rail Transit (SMART) trains, and regional buses. In 2021, the STA Board officially designated the Suisun-Fairfield Capitol Corridor Station as the Solano Rail Hub. Since then, work has been underway to advance this future multimodal mobility hub, as envisioned in the State Rail Plan.

The STA, in partnership with the cities of Suisun City and Fairfield, the County of Solano, Capitol Corridor Joint Powers Authority (CCJPA), Amtrak, and the Caltrans Division of Rail, has been advancing the Solano Rail Hub Project. Two key planning studies have been successfully completed: the *2022 Solano Rail Hub Advanced Planning Study* and *2023 Solano Rail Hub Project Study Report Equivalent.* These completed studies are available on the STA website.

The STA, along with the County of Solano and cities of Suisun City and Fairfield, in a parallel effort with the current phase of the Solano Rail Hub, would like to advance the replacement of the pedestrian crossing and implement key improvements to the station area (Project). The Project outlined in this RFP aims to address and coordinate several project components, as well as coordinate with other ongoing efforts in the station area, including Amtrak's Solano Rail Hub Americans with Disabilities Act (ADA) Station Upgrades Project.

The previously completed preliminary alternatives analysis did provide alternatives to replace the non-ADA compliant overcrossing, but limited in a confined project area. This effort will begin with an expanded scoping effort to ensure connectivity and consider future growth plans between the surrounding communities. As such, the STA is seeking to consider

this completed work and take a broader look at connectivity that will support long term vitality and growth while providing access to local and regional transit.

A key priority of the two cities and the County at the Solano Rail Hub station area is to establish a seamless, attractive, safe, and accessible connection between downtown Suisun City and Fairfield. The existing non-ADA compliant bridge at the station currently offers an inconvenient and indirect route between the two cities. Additionally, the existing geometry of the crossing does not discourage pedestrians from bypassing the designated path and crossing the tracks in an unsafe manner through gaps in the safety fence system. Enhancing this connection is essential to improving the safety and access for transit riders and pedestrians between the train station and two cities. Additionally, this connection is particularly important for students traveling between Suisun City and Fairfield, as it serves as a key route to Crystal Middle School in Suisun City and Armijo High School in Farfield. Two other station improvements of interest to the local agencies are the City of Suisun City's plans to (1) re-evaluate the transit plaza and (2) parking lot improvements at the Solano Rail Hub station area to enhance circulation and connectivity.

Lastly, the Project Team would like a robust and meaningful stakeholder and public outreach processes to develop the project. The Solano Rail Hub will be the most connected place in Solano County – it is a key piece of the state's transportation and land use strategy, enabling local commerce, assisting in meeting regional housing needs, and delivering a key component to a statewide seamless transportation network. In addition to the state and regional importance of this station, the project design must also meet the preferences and needs of the train and bus riders, as well as reflect the community values of the cities of Suisun City and Fairfield and the County.

There are two concurrent efforts occurring in the station area that will inform or influence this project, necessitating coordination to ensure alignment with these efforts

1. *Solano Rail Hub PDA Plan* - The station presents an important development opportunity for downtown Suisun City and Fairfield, as it is adjacent to two station-adjacent Priority Development Areas (PDA): the Suisun Waterfront PDA and the Heart of Fairfield PDA. The STA is actively working with both cities to develop the Solano Rail Hub PDA Plan, a coordinated specific plan that aims to create supportive land use density with housing and jobs within the PDAs. This effort is underway and is expected to be completed by Spring 2026.

2. *Amtrak Solano Rail Hub ADA Station Upgrades Project* **-** Amtrak is currently working on the PA&ED phase for the Solano Rail Hub ADA Station Upgrades Project. To comply with a 2020 Department of Justice mandate to upgrade their rail stations that do not meet ADA requirements, Amtrak is working on this project to address necessary ADA upgrades at the Solano Rail Hub station, including replacing the station platform with

a grade-separated design and enhancing train passenger access to the platform. The ADA Stations Project is currently underway and is at the heart of the Solano Rail Hub station area. This work by Amtrak is at a considerably slower pace than our effort and is not expected to be a determining factor in the development of our solutions.

To that end, the STA has identified the need to procure consultant support for the Solano Rail Hub Pedestrian Crossing and Station Area Improvements Project. The selected consultant will provide:

1. Engineering services to prepare and complete PA&ED and PS&E for this project.
2. Ensure coordination with
    a. Solano Rail Hub PDA Plan
    b. Amtrak's Solano Rail Hub ADA Station Upgrades Project

SECTION 3 – 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 the PA&ED and PS&E phases of the **Solano Rail Hub Project Pedestrian Crossing and Station Area Improvements.** The selected consultant will work closely with STA, the cities of Suisun City and Fairfield, and County of Solano. Additionally, coordination will be required with other agencies, including CCJPA and Amtrak, to align efforts on a separate, but related ADA Station Upgrades Project at the Solano Rail Hub. As this work will involve crossing Union Pacific Railroad (UPRR) right of way (R/W), approvals from this entity will be required as well.

The PA&ED phase of the project includes a Preliminary Engineering Alternatives Analysis and Preparation of the Environmental Documents related to the selected alternative(s) for the Solano Rail Hub Pedestrian Crossing and Station Area Improvements . The consultant will prepare a California Environmental Quality Act (CEQA)/National Environmental Polic Act (NEPA) document. The scope of this project includes the (1) replacement and relocation of the pedestrian crossing connecting the two cities, (2) re-evaluating and potentially relocating the existing transit plaza that serve local and regional buses, and (3) exploring the potential relocation of the current Suisun Amtrak Park & Ride Lot. The Consultant will work with the Project Team to understand the needs, preferences and plans of the cities of Suisun City and Fairfield and the County to develop the design of the Solano Rail Hub pedestrian crossing and adjacent areas. An initial workshop will be held with the Cities and County where the consultant will present alternative alignments within ½ mile of the existing station. This workshop is an opportunity to gain support and commitment, as well as seek feedback from the community and stakeholders that will lead to the alternatives analysis.

With these considerations in mind, the first task order will be to develop multiple project alternatives and work with the Project Team to select a preferred alternative for a new, grade-separated pedestrian crossing. This phase will include the preparation of a Project

Report and the final Environmental Document necessary to obtain Project Approval for the preferred grade-separated pedestrian crossing. The type of CEQA/NEPA environmental document is not known at this time and will be driven by alternatives carried forward for detailed study. The services to be provided represent a draft scope of work outlining the prominent tasks that will need to be accomplished as part of the Optional Task 3 Project PS&E Phase. The successful firm will be expected to refine this scope of work prior to finalizing a task order for these services. At this time, the STA has not secured a team for any lands acquisitions, but wants the scope and cost to produce plat and legal descriptions for necessary lands needed for the project. The efforts necessary to relocate utilities and acquire any necessary permits would be follow-on tasks that would be contracted for once construction funding has been secured. Overall, the STA intends to retain a qualified and committed professional firm/team to complete the scope with the following major tasks:

Task No. 1- Project Management, Schedule, and Budget

Schedule and Budget: Produce and maintain a project. The schedule shall define all tasks required to carry out the PA&ED Phase and complete final design during the PS&E Phase, leading to biddable construction documents. The updated schedule shall be submitted to STA each month with the consultant's invoice. Additionally, the project status should be provided with each monthly invoice that identifies work that was accomplished during the previous month and work that will be accomplished in the coming month, along with any project issues that may affect the project schedule or budget. At each progress billing, a report shall be submitted indicating percentage completion of each task, percentage billed for each task, amount billed to date for each task, and budget remaining for each task.

Project Meetings: Monthly Project Development Team meetings will be held to discuss the project status and any issues that need resolution to keep the project on schedule and on budget. The consultant shall prepare an agenda one week in advance and have meeting minutes distributed after the meeting, including action items. Additional face to face or virtual meetings will be held with the STA Project Manager as required to effectively deliver this project. There will be engagement workshops with the Cities and County to gain support for the project and ensure the work being done is thoroughly communicated and feedback is sought through the project development process.

Task No. 2- Selection of Preferred Alternative

The consultant shall convene a workshop with project partners that identifies various conceptual design options and locations for the pedestrian crossing. Attendees at the workshop will be selected by STA. Consultant, working with STA and other project partners will develop the screening processes and selection criteria for the selection of the grade-separated crossing preferred alternative.

Task 2 Deliverables:

1) *Memorandum on Summarizing Results of Conceptual Design Alternatives*

2) *Memorandum on the Selection of Preferred Grade-Separated Crossing Alternative*

Task No. 3- Surveying and Mapping

The consultant shall perform surveys necessary to perform the design and R/W engineering for this project.

Task 3 Deliverable:

1) *Survey and Map Report*

Task No. 4- Stakeholder and Public Outreach

The consultant will arrange for stakeholder and public meetings that include public city council meetings and STA Board meetings, as well as conduct all mailings and notices for the project. A mailing list for the project area will be required to be completed by the consultant as part of the PA&ED task, this mailing list will be used throughout the project, including for these outreach engagements and communications.

Task 4 Deliverables:

1) *Report on Stakeholder Outreach*
2) *Report on Public Outreach*
3) *Public and Stakeholder Outreach Materials*

Task No. 5- Technical Reports

The consultant will develop technical reports needed to support the design for the PA&ED Phase. Each report shall be submitted in draft for review. Subsequently, the Final report will be submitted along with response to comments from the draft review. Should this list not be comprehensive, then the consultant shall identify additional reports needed to complete the design in their proposal.

Task 5 Deliverables:

1) *Geotechnical Report*
4) *Foundation Report for Bridge*
5) *Bridge Type Selection*
6) *Hydraulics/Hydrology Report*
7) *Drainage Report*
8) *Utility Impact Report*
9) *Right of Way Needs Summary*
10) Preparation of the Environmental Review Documents
11) *Final Set of 30% (or15%) Design Plans used to support Environmental Review*

Task No. 6- Final Design

Upon completion of Tasks 1-5, the consultant will be assigned a supplemental task order to develop the PS&E for the Project with 35%, 65%, 95% and final design submittals. The pedestrian bridge is to be designed to meet Caltrans bridge design standards and procedures. The Quality Assurance (QA)/Quality Control (QC) review shall verify that all

requirements of the environmental document and technical reports have been incorporated. Once construction funding has been secured, the consultant will ensure the Right of Way Agreements, Utility Agreements, and Permit requirements are incorporated into the Final PS&E; along with checking the overall quality of the documents.

Task 6 Deliverables:

1) *35% Geometric Approval Drawings*
2) *65% Plans and Cost Estimate*
3) *Independent Design Check Bridge Design*
4) *95% Plans, Specifications and Estimates, Response to Comments from 65% Review*
5) *QA/QC Review by Independent Engineer*
6) *100% Plans, Specifications, and Estimates, Response to Comments from 95% Review*

Optional Task No. 1- Right-of-Way Plat and Legal Descriptions

Task 1 Deliverable:

1) *Plate and legal descriptions to support acquisitions.*

Optional Task No. 2- Grant Preparation

Task 2 Deliverable:

1) *Development and submittal of up to 2 grants for construction funding*

Optional Task No. 3- Design Support During Construction

The Consultant will also coordinate with Amtrak on their ADA Station Upgrades Project to the Suisun-Fairfield Station to ensure adequate project footprint alignment and ensure compatibility with Amtrak's proposed platform and track upgrades. This work will include engineering support to review documentation produced by Amtrak. Additionally, coordination will take place with the ongoing Solano Rail Hub Priority Development Area Plan.

Initially, the STA will issue a task order for the PA&ED phase of the work. Once sufficient time has progressed on this effort, the STA may issue the task order for the PS&E work to this consultant. As needed, STA will issue task orders for the optional tasks listed.

The consultant will be responsible for ensuring the timely delivery of the outlined work in each task order. The consultant is responsible for the development of documents that meet the identified scope and meet the needs of the Project Team. The consultant shall expect close coordination with the cities of Suisun City and Fairfield and Solano County as part of the project development. Additionally, periodic coordination with CCJPA, Amtrak, and Union Pacific Railroad will be required. CCJPA staff will perform and complete technical reviews of the work completed. While the project is seeking to fully span the railroad right-of-way, approvals from UPRR will be required.

Preliminary Project Schedule

The consultant will be required to submit a proposed cost estimate for the 35, 65, 95, and 100% plan development stages. While this RFP is for the PA&ED and PS&E phases, again, work will be contracted on a task-by-task basis with the selected consultant as the work advances and construction funding is secured.

Presented in the table below is a preliminary schedule for completing the PA&ED and PS&E for the project.

Task	Completion Date
Select Consultant	August 2025
Task 1: Project Alternatives Analysis, Determine which Alternatives are feasible to Advance through Environmental Documentation	Late 2026
Task 1 Concurrent: Stakeholder Engagement	On-Going
Task 2: Draft PA&ED	Late 2026
Task 3: Final PA&ED	Early 2027
Task 4: 35% PS&E Submittal	Mid 2027
Task 5: 65% PS&E Submittal	Early 2028
Task 6: Appraisal Maps Approved/Plats and Legals	Fall 2028
Task 7: 95% PS&E Submittal	Fall 2028
Task 8: 100% PS&E Submittal	Late-2028
Task 9: Final PS&E	Early 2029
Task 10:Right-of-Way Certification/Ready to List	Summer 2029
Task 11: Advertise Construction Contract	Late 2029
STA Awards Construction Contract	Early 2030

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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 required for this project and the anticipated participation goal for DBE firms for this project has been established at **twenty-two percent (22%)**. Participation by a DBE consultant or subconsultants shall be in accordance with the information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1) attached to and incorporated as part of this RFP. Consultant Contract DBE Commitment (Exhibit 10-02) attached to and incorporated as part of this RFP must be included in the best qualified consultant's executed consultant contract. The selected consultant must make a good faith effort to meet the DBE goal, as well as replace a DBE subconsultant who is unable to perform with another DBE subconsultant.

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/.

INSTRUCTION TO PROPOSER

1. *Examination of Proposal Documents*: By submitting a proposal, the proposer represents that it has thoroughly examined and became 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 emailed to Jasper Alve, Project Manager, at the following email address: jalve@sta.ca.gov no later than **July 7, 2025.** Response to all questions submitted by the deadline that may have a material impact on the proposal will be posted on the STA website at www.sta.ca.gov by **July 14, 2025**. The subject line for questions submitted in writing should include reference to: "Questions - STA RFP #2025-06".

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 at the link below, which can be accessed at https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lpp/lpp15-01.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":

Proposer shall clearly identify each proposed change to the agreement, including all relevant exhibits and attachments.

a. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.
b. 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 ten (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:

   Jasper Alve, Project Manager
   Solano Transportation Authority
   423 Main Street,
   Suisun City, CA 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 Solano Rail Hub

Project Approval and Environmental Documentation Engineering Services and Public Outreach.

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 Solano Rail Hub Project Approval and Environmental Documentation Engineering Services and Public Outreach. 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 Solano Rail Hub Pedestrian Crossing and Station Area Improvements Project
    - Coordination and interaction with the cities of Suisun City and Fairfield and Solano County, Capitol Corridor Joint Powers Authority and Amtrak
    - Risk Register
    - Project Report
    - Environmental Clearance
    - 35% PS&E Submittal
    - 65% PS&E Submittal
    - 95% 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 qualifications shall provide a staffing plan required for the Solano Rail Hub Project Approval and Environmental Documentation Engineering Support Services and Public Outreach Consultant. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the Solano Rail Hub PA&ED Engineering Support Services and Public Outreach Consultant according to your proposed schedule. Discuss the firm/team's approach for completing the requested services for this project within budget.

8. *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 September 1, 2025.**

9. *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.

10. *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).

11. *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.

12. *Submittal of Proposal:* One (1) hard copy and one (1) digital copy (flash drive) of your proposal are due at the STA office **no later than 4:00 p.m. on August 1, 2025.** Envelopes or packages containing the proposal should be clearly marked, **RFP # 2025-06 Preparation of Project Approval and Environmental Document (PA&ED), as well as Plans, Specifications and Estimate (PS&E) for the Solano Rail Hub Project Pedestrian Crossing and Station Area Improvements Project.**

13. *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 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
2. Experience with similar types of projects
3. Satisfaction of previous clients
4. Schedule and capacity to provide qualified personnel
5. Business presence and/or experience in Solano County
6. Ability to meet DBE goal

If needed, two or more of the firms/teams may be invited to an interview on or about **the week of August 18, 2025.** The Project Manager and Key Team Members will 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 conduct 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

June 13, 2025	RFP Issued.
July 1, 2025	Pre-Proposal Meeting will be held at 11:00 AM – 1:00 PM via Zoom. RSVP to Cecilia de Leon (cdeleon@sta.ca.gov) by **Friday, June 27, 2025**, to be sent the meeting details for the pre-proposal meeting.
July 7, 2025	Questions concerning RFP emailed to Jasper Alve, Project Manager at jalve@sta.ca.gov.
July 14, 2025	All questions and answers will be posted on the STA website.
August 1, 2025	**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 August 18, 2025	Tentative panel interview date.
August 25, 2025	STA selects recommended consultant.
September 1, 2025	Project commences.

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

Jasper Alve, Project Manager
Solano Transportation Authority
Phone: (707) 399-3204
Email: jalve@sta.ca.gov

Solano Transportation Authority
Standard Contract
Project:

Solano Transportation Authority

CONSULTANT SERVICES AGREEMENT
BETWEEN
THE SOLANO TRANSPORTATION AUTHORITY
AND

_____
FOR _____

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:

_____

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:
   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.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard contracts)

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.

(Option 2 - Use paragraphs A & B below for on-call contracts)

A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for STA's Contract Administrator or Project Coordinator 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 or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE IV PERFORMANCE PERIOD

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard and on-call contracts)

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.

(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format which can be found at Chapter 10 Exhibit 10 H1-H3 Cost Proposal.

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 $(AMOUNT). 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.

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
423 Main Street
Suisun City, CA 94575
Attn: _____

H. The total amount payable by STA including the fixed fee shall not exceed $(Amount).

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.

(*Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format which can be found at LAPM Chapter 10 Exhibit 10 H1-H3 Cost Proposal*

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

   The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. 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 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 approved overhead rate set forth in the approved Cost Proposal. In the event, STA determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by STA may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

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

(Option 3 - Use paragraphs A through Q for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format which can be found at Chapter 10 Exhibit 10 H1-H3 Cost Proposal)

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this contract is identified by STA, STA will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a STA Project Coordinator. The

draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both STA and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

G. 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 estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by STA, and notification to proceed has been issued by STA'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to STA and signed by an authorized representative of STA. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by STA.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by STA'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due STA that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to STA's Contract Administrator at the following address:

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

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by STA for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by STA for all Task Orders resulting from this contract shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

Q. All subcontracts in excess of $25,000 shall contain the above provisions.

(Option 4 - Use paragraphs A through F below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format which can be found at http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf)

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and STA. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by STA.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. 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.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by STA and notification to proceed has been issued by STA'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. 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, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due STA that include 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
423 Main Street
Suisun City, CA 94575
Attn: _____

E. The total amount payable by STA shall not exceed $(Amount).

F. 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 or without cause 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 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 _____ 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 it's 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.

(The following AUDIT CLAUSE must be inserted into all contracts of $150,000 or greater)

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 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.

(The following AUDIT CLAUSE must be inserted into all contracts of $3,500,000 or greater).

E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the STA Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, STA will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines}is received and approved by A&I. Provisional rates will be as follows:
    a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
    b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
    c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to STA final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between STA and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

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 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

(Choose either Option 1 or Option 2)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)

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.

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

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.

(Choose either Option 1 or Option 2 if appropriate)

(Option 1 - Use paragraphs D & E below with paragraphs A, B and C above for PS&E contracts only)

D. CONSULTANT certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(Option 2 - Use paragraphs D, E & F below with paragraphs A, B and C above for Construction Contract Administration contracts only)

D. CONSULTANT certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any

construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

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 PROHIBITION OF EXPENDING STA STATE OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all contracts where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the contract, delete this article and re-number the notification article which follows.)

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI 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, 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 subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII 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 XVIII 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 XIX CHANGE IN TERMS

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

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 XX 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_____%. 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 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 XXI DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS [delete if not needed and renumber]

A. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet the **3% DVBE** goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under this Agreement.

B. Recipient shall have the sole duty of authority under this Agreement to each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith

efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

ARTICLE XXII 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 XXIII DISPUTES

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all contracts without PS&E submittal)

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 (Insert STA Department Head), 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.

(Option 2 - Replace Paragraph B, above, with the following for contracts requiring the submission of PS&E)

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by STA Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit STA, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXV 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 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.

(Add to all contracts, which may require trenching of five feet or deeper)

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXVI 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.

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
423 Main Street
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 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 XXVII 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 XXVIII 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 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 XXIX 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.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than STA.

ARTICLE XXX 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 XXXI 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 XXXII RETENTION OF FUNDS

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

(Local agency to include either B, C, or D below; delete the other two)

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.

C. No retainage will be held by the STA from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the STA's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements 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, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

D. The STA shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the STA, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements 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, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXIII 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
423 Main Street
Suisun City, CA 94585
Attn:
Telephone: (707) 424-6075
Fax: (707) 424-6074

ARTICLE XXXIV 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.

ARTICLE XXXV COUNTERPART AND ELECTRONIC SIGNATURE

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the Parties hereby agree to conduct this transaction by electronic means. This Agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the electronic signatures appearing on this Agreement are intended by each Party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

ARTICLE XXXVI SIGNATURES

[CONSULTANT]

By: _____

Name: _____

Title: _____

SOLANO TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____
STA Legal Counsel

EFFECTIVE DATE: _____

Reset Form

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
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 0.00

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

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] $ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 0.00

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] $ 0.00

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2	1	10	$ 20.00
Equipment Rental and Supplies	2		20	$ 40.00
Permit Fees	3		30	$ 90.00
Plan Sheets				$ 0.00
Test				$ 0.00

l) **TOTAL OTHER DIRECT COSTS** $ 150.00

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

Subconsultant 1:	100
Subconsultant 2:	200
Subconsultant 3:	300
Subconsultant 4:	500

m) **TOTAL SUBCONSULTANTS' COSTS** $ 1,100.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ 1,250.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 1,250.00

NOTES:

1. 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.
2. 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.
3. 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	10.0%	*	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] Straight[3]	OT(1.5x)	OT(2x)	Effective Date of Hourly Rate From	To	Actual **or** Avg. Hourly Rate[4]	% or $ Increase	Hourly Range - for Classifications Only
John Doe – Project Manager *	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Civil Engineer II	$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	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2017	12/31/2017	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2018	12/31/2018	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2016	12/31/2016	$0.00		Not Applicable
Engineer III	$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)

NOTES:
1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	2	1	$ 10.00	$ 20.00
Equipment Rental and Supplies	2		$ 20.00	$ 40.00
Permit Fees	3		$ 30.00	$ 90.00
Plan Sheets				$ 0.00
Test				$ 0.00
Vehicle				$ 0.00
Subconsultant 1:				$ 100.00
Subconsultant 2:				$ 200.00
Subconsultant 3:				$ 300.00
Subconsultant 4:				$ 500.00
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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 1 of 2

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

Note: Mark-ups are Not Allowed ☑ Prime Consultant ☑ Subconsultant ☑ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

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	Billing Hourly Rate ($)	Total ($)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2	1	$ 10.00	$ 20.00
Equipment Rental and Supplies	2		$ 20.00	$ 40.00
Permit Fees	3		$ 30.00	$ 90.00
Plan Sheets				$ 0.00
Test				$ 0.00
Subconsultant 1:				$ 100.00
Subconsultant 2:				$ 200.00
Subconsultant 3:				$ 300.00
Subconsultant 4:				$ 500.00
Subconsultant 5:				

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____

NOTES:

1. 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.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

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:

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 22.00%

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Civil Rights website

1. Click on the link titled Disadvantaged Business Enterprise;
2. Click on Search for a DBE Firm link;
3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

Local Agency to Complete this Section

17. Local Agency Contract Number: _____

18. Federal-Aid Project Number: _____

Consultant's Ranking after Evaluation: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

21. Local Agency Representative's Signature _____ 22. Date _____

23. Local Agency Representative's Name _____ 24. Phone _____

25. Local Agency Representative's Title _____

11. TOTAL CLAIMED DBE PARTICIPATION **%**

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature _____ 13. Date _____

14. Preparer's Name _____ 15. Phone _____

16. Preparer's Title _____

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. Consultant's Ranking after Evaluation – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section

20. Local Agency Contract Number: _____

21. Federal-Aid Project Number: _____

22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature _____ 24. Date _____

25. Local Agency Representative's Name _____ 26. Phone _____

27. Local Agency Representative's Title _____

14. TOTAL CLAIMED DBE PARTICIPATION

$ _____

% _____

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

15. Preparer's Signature _____ 16. Date _____

17. Preparer's Name _____ 18. Phone _____

19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %**:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Acceptance Date
5. Contractor/Consultant	6. Business Address	7. Final Contract Amount	

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT $			16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Acceptance Date - Enter the date the contract was accepted by the Local Agency.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibit 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address		7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

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INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE's Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor's preparer.
18. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify
that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.