Solano Transportation Authority
. . . working for you!

SOLANO TRANSPORTATION AUTHORITY

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

One Harbor Center, Suite 130, Suisun City, CA 94585-2473 • Telephone (707) 424-6075 / Facsimile (707) 424-6074
Email: staplan@sta-snci.com • Website: sta.ca.gov

May 1, 2014

To: Consultant

RE: Request for Proposal (RFP 2014-06) for the Priority Conservation Area Assessment and Implementation Plan

Dear Consultant:

The Solano Transportation Authority (STA) invites your firm to submit a proposal for the Priority Conservation Area Assessment and Implementation Plan.

To obtain a copy of the full Request for Proposal (RFP), please download the RFP as a PDF file from the STA website: http://tiny.cc/jobsrfps or call the STA at (707) 424-6075.

The Request for Proposal (RFP) describes the project, presents the requirements of the proposal and outlines the criteria that will be used to evaluate the consultant best qualified to develop the PCA Assessment and Implementation Plan.

Qualified organizations are invited to submit three (3) hard copies and one (1) digital copy (flash drive) of your proposal to the STA office no later than **3:00 PM on Wednesday, May 28, 2014** addressed to:

Andrew Hart
Associate Planner
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585-2473

Note that this deadline is firm, and late submittals will not be accepted. Proposals will be reviewed and the firms whose proposals most closely meet the STA's needs will be invited to an interview approximately June 3, 2014.

The STA has adopted a Disadvantaged Business Enterprise ("DBE") goal of 6% for this project. Please note that DBE forms (Exhibit 10-O1 and Exhibit 10-O2) must be filled out and included in an appendix of your proposal. Firms whose proposals fail to meet the established DBE goal must demonstrate in writing what efforts they have made to locate DBE firms. The STA has the right to deem a proposal as non-responsive if this participation goal has not been met, and documentation demonstrating a good faith effort is judged inadequate. DBE forms and guidelines for determining good faith efforts are available from the STA website: http://tiny.cc/jobsrfps or by calling the STA at (707) 424-6075.

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

If you have questions regarding this project, please contact Andrew Hart, Associate Planner, at (707) 399-3214. Thank you for your interest.

Sincerely,

Daryl K. Halls
Executive Director

REQUEST FOR PROPOSALS
(RFP #2014-06)

For the
Solano County Priority Conservation Area
Assessment and Implementation Plan

Release Date: May 1, 2014

RESPONSES DUE:

3:00 PM, May 28, 2014

Three (3) complete hard copies and one digital copy (flash drive or CD) of each response must be received before 3:00 p.m. on May 28, 2014

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

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INTRODUCTION

The Solano Transportation Authority (STA) is a Joint Powers Authority (JPA) comprised of the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, and the County of Solano. The STA's mission is to improve the quality of life in Solano County by delivering transportation projects to ensure mobility, travel safety and economic vitality. The STA serves as the Congestion Management Agency (CMA) for Solano County and is responsible for countywide transportation planning and programming of State and Federal funding for regional transportation projects within the county. Some of these projects involve open space access/preservation and possess ties to agricultural and economic development. The STA uses an open and inclusive public involvement process through various committees made up of local elected officials, public works directors, transit operators, and interested citizens.

BACKGROUND

The Association of Bay Area Governments (ABAG) initially began designating Priority Conservation Areas (PCA) in 2007. PCA's are locally identified areas for conservation which provide important agricultural, natural resource, historical, scenic, cultural, recreational, and/or ecological values and ecosystem functions. To date Solano County has six (6) designated PCA's:

PCA	Sponsor Agency
Vacaville-Fairfield-Solano Greenbelt and Cement Hill	City of Fairfield
Blue Ridge Hills (Vaca Mountains)	Solano County
Western Hills (including part of the Vallejo Lakes Property)	Solano County
Tri City and County Cooperative Planning Area	Solano County
Baytrail and Ridge Trail	ABAG
Suisun Valley	Solano County

In coordination with a stakeholder group, it is STA's intent to refine the existing list of PCAs with more precise boundaries and detailed information for cost and implementation of improvements for each PCA. The Plan will also identify potential new PCAs and projects within and around each PCA. This stakeholder group is called the PCA Partnership Advisory Committee (PCA PAC). Participants include:

City/County and Regional Agencies

1. Solano County
2. Solano County Planning Directors
3. Solano County Technical Advisory Committee
4. Association of Bay Area Governments (ABAG) or Metropolitan Transportation Commission (MTC)

Agricultural Business Groups

5. Solano Farm Bureau
6. Suisun Valley Growers
7. Agricultural Product Grower
8. Large Post-Harvest Agricultural Processor

Conservation Advocacy Agencies

9. Bay Area Ridge Trail
10. Solano Land Trust
11. Tri-City and County Cooperative Planning Group

12. Resource Conservation Districts

Resource Agencies

13. Greater Vallejo Recreation District
14. Solano Irrigation District
15. Department of Water Resources (Suisun Marsh Program)

Other Participants can be identified as appropriate.

The goal of the PCA Assessment and Implementation Plan is to achieve a shared vision of future investments in our key agricultural and open lands in Solano County. This will be achieved through the objectives of taking inventory of the already designated PCAs in Solano County, examining opportunities for new PCA designations, and prioritizing future infrastructure projects. The consultants will work closely with STA staff and stakeholders.

FINAL PRODUCT

The final product will be an adopted "Solano Priority Conservation Area (PCA) Assessment and Implementation Plan," that provides a conceptual design which integrates the plans from the Solano County PCA PAC.

DBE GOAL POLICY

The STA has adopted a Disadvantaged Business Enterprise ("DBE") goal of 6% for this project. Please note that the DBE forms (Exhibit 10-O1 and Exhibit 10-O2 found here: http://tiny.cc/jobsrfps) must be filled out and included in an appendix of your firm's proposal. Firms whose proposals fail to meet the established DBE goal must demonstrate in writing what efforts they have made to locate DBE firms. The STA has the right to deem a proposal as non-responsive if this participation goal has not been met, and documentation demonstrating a good faith effort is judged inadequate. Guidelines for determining good faith efforts are available from the STA.

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 http://tiny.cc/jobsrfps.

SCOPE OF SERVICE TASKS

The STA, in coordination with the Solano County PCA PAC, intends to retain a qualified and committed professional planning firm to work closely with the PCA PAC to prepare the "Solano County Priority Conservation Area (PCA) Assessment and Implementation Plan" via the following major tasks:

1. Budget and Schedule
2. Solano County PCA Partnership Advisory Committee Formation
3. Partnership and Public Workshop Meetings
4. Goals, Objectives, and Policies
5. Agricultural Land, Open Space, Roadway, Bicycle, and Pedestrian Plans/Projects Inventory
6. Opportunities and Constraints

7. Concept Design and Alignment Options
8. Preliminary Costs
9. Funding and Implementation Strategy
10. Plan Adoption

The following details each task with task deliverable information:

Task 1. Budget and Schedule

Develop detailed project budget and schedule.

Task 1.1 Kick off meeting with STA and selected consultant to negotiate final task budget and determine final schedule with milestones to complete the proposed plan.

Deliverable
Finalized budget and detailed project schedule.

Task 2. Partnership and Public Workshop Meeting

Hold partnership/working group meetings and public workshop to engage public in the plan development process.

Task 2.1 Develop agendas and meeting materials for partnership/working group meetings based on tentative meeting schedule established as part of Task 1

Task 2.2 Engage the Solano Bicycle Advisory Committee and Solano Pedestrian Advisory Committee in the development of the plan

Task 2.3 Develop a public outreach strategy to include advertising (press releases, mail-outs, flyers and website marketing) for at least 2 scheduled public meetings

Task 2.4 Conduct public outreach meetings

Deliverable
1) Meeting agendas and minutes 2) Public workshop advertising materials

Task 3. Goals, Objectives, and Policies

Develop a consensus among the partnership/working group for the plan's goals, objectives and recommended policies.

Task 3.1	Develop draft plan goals, objectives, and recommended policies for partnership/working group to assist in finalizing the "Solano County Priority Conservation Area (PCA) Assessment and Implementation Plan"
Task 3.2	Incorporate draft plan goals, objectives and recommended policies for input at public workshop(s), Technical Advisory Committee, Solano Bicycle Advisory Committee meetings, and Solano Pedestrian Advisory Committee meetings
Task 3.3	Finalize plan goals, objectives, and recommended policies

Deliverable
1) Report summarizing process for developing the plan goals, objectives, and recommended policies 2) Final plan goals, objectives, and recommended policies

Task 4. Opportunities and Constraints

Task 4.1	Identify the agricultural land, open space, roadway, bicycle route, and pedestrian project opportunities based on planned and existing transportation projects
Task 4.2	Identify Potential Additional PCAs
Task 4.3	Review existing land use policies within each PCA
Task 4.4	Identify environmentally sensitive zones and other constraints
Task 4.5	Map opportunities and constraints
Task 4.6	Prioritize PCA project opportunities

Deliverable
Solano County PCA Assessment and Implementation Plan conceptual opportunities and constraints report

Task 5. Agricultural Land, Open Space, Roadway, Bicycle, and Pedestrian Plans/Projects Inventory

Task 5.1 Review applicable plans from the Ridge Trail Council, Bay Trail, ABAG, STA, Solano County and Cities in Solano County.

Task 5.2 Based on review of plans, map the planned and existing transportation projects within and connecting to each PCA

Task 5.3 Identify the preliminary cost for each planned project

Task 5.4 Identify future needs and maintenance costs associated with existing and proposed projects

Deliverable
Report with the following contents: a) Summary of applicable plans related to roadway, bike and pedestrian facilities in each PCA b) Inventory of all applicable roadway, bicycle and pedestrian plans within each PCA c) Develop maps illustrating current and planned agricultural land, open space, roadway, bicycle, and pedestrian facilities within the corridor d) Available cost estimates for currently planned roadway, bicycle and pedestrian facilities within each PCA e) Potential for conservation or enhancement project concepts

Task 6. Concept Design and Alignment Options

Task 6.1 Based on Task 5, develop concept designs, drawings, illustrations and alignment options for transportation facilities for each PCA.

Deliverable
Solano County PCA Assessment and Implementation Plan conceptual design and alignment options.

Task 7. Preliminary Costs

Task 7.1 Develop preliminary cost estimates for transportation conceptual project opportunities and alignment options

Deliverable
Solano County PCA Assessment and Implementation Plan agricultural land, open space, bicycle, and pedestrian facilities conceptual project opportunities and cost estimates for alignment options

Task 8. Funding and Implementation Strategy

Task 8.1 Develop a funding and implementation strategy to implement the plan

Deliverable
Funding and Implementation Strategy for the Solano County PCA Assessment and Implementation Plan.

Task 9. Final Document

Task 9.1 Complete a draft document based on information obtained in previous tasks

Task 9.2 Circulate draft for final comments

Task 9.3 Complete final draft

Task 9.4 Provide Solano Transportation Authority with all relevant electronic files in Word and Adobe Creative Suite formats for future plan updates and duplication

Deliverable
Final Document

Proposed Project Timeline

Task	Timeframe
Task 1. Budget and Schedule	June 2014
Task 2. Partnership and public workshop meetings	June 2014 – June 2015
Task 3. Roadway, Bicycle and pedestrian plans and projects inventory	June 2014 – July 2014
Task 4. Goals, objectives, and policies	August 2014 – November 2014
Task 5. Opportunities and Constraints	August 2014 – November 2014
Task 6. Concept Design and Alignment Options	September 2014 – March 2015
Task 7. Preliminary Costs	April 2015 – May 2015
Task 8. Funding and Implementation Strategy	May 2015 – June 2015
Task 9. Plan Adoption	August 2015

RFP SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements.

1. *Qualifications:* The proposal (excluding resumes and the transmittal letter) shall not exceed a total of 20 double-sided, 8.5" x 11" pages. A **copy of the RFP** and resumes shall be included in an appendix. Firms that can demonstrate similar work will receive higher marks in the scoring process.

2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 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:

   Andrew Hart, Associate Planner
   Solano Transportation Authority
   One Harbor Center, Suite 130
   Suisun City, California 94585

3. *Project Understanding:* This section shall clearly convey that the consultant understands the nature of the work, and issues related to open space, agriculture, recreation lands, and transportation planning.

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 proposal submittal shall provide the qualifications and experience of the consultant team that will be available for the PCA Assessment and Implementation Plan. 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 <u>not be permitted</u> without prior consultation with and approval of the STA.

6. *Staffing Plan:* The proposal shall provide a staffing plan (by quarter) and an estimate of the **<u>total hours</u>** (detailed by position) required for preparation of the concept plan. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the PCA Assessment and Implementation Plan according to your proposed schedule. Discuss the firm/team's approach for completing the requested services for this project within budget.

7. *Work Plan and Schedule:* This section shall include a description and schedule of how each task deliverable of the project will be completed. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the firm/team's approach for completing the requested services for this project on schedule. **The project is expected to commence no later than June 16, 2014, and final documents are to be submitted by August 2015.**

8. *Cost Control:* Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.

9. *Additional Relevant Information:* Provide additional relevant information that may be helpful in the selection process (<u>not to exceed the equivalent of 1 double-sided page</u>).

10. *References:* For each Key Team Member, provide at least three references (names and <u>current</u> phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member.

11. *Submittal of Proposal* Three (3) hard copies and one digital copy (flash drive or CD) of your proposal are due at the STA office **no later than 3:00 p.m. on Wednesday, May 28, 2014**. Envelopes or packages containing the proposal should be marked, **<u>"PCA Assessment and Implementation Plan."</u>**

12. *Cost proposal: A cost proposal should be submitted in a* ***<u>separate sealed envelope titled BUDGET.</u>*** 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

maximum consulting services (including all incidental expenses such as mileage and printing costs) budget has been set at $75,000 for this project. The envelope will not be opened and the budget not considered until all proposals have been received and ranked based upon nonbudgetary criteria. 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 proposals will be evaluated and scored on a 100-point total basis using the following criteria:

1. Qualifications and specific experience of Key Team Members.
2. Project understanding and approach.
3. Experience with similar types of project**s**.
4. Satisfaction of previous clients
5. Schedule and capacity to provide qualified personnel.

Because of the complexity of the planning process, STA will hold a potential bidders meeting. The meeting shall be held at **3:00 p.m. on May 13, 2014** at the STA offices, located at One Harbor Center, Suisun City, CA 94533. Attendance at this potential bidders meeting is not required.

If needed, two or more of the firms/teams may be invited to an interview on or about **June 3, 2014**. The Project Manager and Key Team Members should attend the interview. The evaluation interview panel may include representatives from STA, and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and qualifications preparation shall be borne by the consultants.

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

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

Disclosure: The master copy of each response to this RFP shall be retained for official files and will become a public record after the award of a contract unless the proposal or specific parts of the proposal 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.

SELECTION SCHEDULE

May 1, 2014	RFP Issued
Tuesday **May 13, 2014**	Potential bidders meeting
Wednesday **May 21, 2014**	Questions concerning RFP mailed to ahart@sta-snci.com no later than May 21, 2014
May 27, 2014	Answers to questions posted on the STA website
Wednesday **May 28, 2014**	**Proposals are due no later than 3:00 PM** at the offices of the Solano Transportation Authority, One Harbor Center, Suite 130, Suisun City, CA 94585. ***Late submittals will not be accepted*.**
About **June 3, 2014**	Tentative panel interview date. STA selects recommended firm
June 16, 2014	Project commences no later than June 16, 2014

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

Andrew Hart
Associate Planner
Phone (707) 399-3214
Fax (707) 424-6074
ahart@sta-snci.com

Attachment A: Example Contract

1. **Project Description:**

2. **This Contract is entered into between the Solano Transportation Authority (STA) and the Contractor named below:**
   Contractor's Name: **Business Form:**

3. **The Term of this Contract is: From date of execution of contract to _____.**

4. **The maximum amount of this Contract is:**

5. **The CONTRACTOR agrees to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract and incorporated as though set forth in full:**
   - **Exhibit A – Scope of Work and Documents related to Project description and Contractor's performance.**
   - **Exhibit B – Budget Detail and Payment Provisions**
   - **Exhibit C – General Terms and Conditions**
   - **Exhibit D – Special Terms and Conditions (Caltrans/State Funds)**
   - **Exhibit E – Special Terms and Conditions (Federal Funds)**

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ___ DAY OF _____, 20___.

SOLANO TRANSPORTATION AUTHORITY **CONTRACTOR**

By _____ **By _____**
DARYL K. HALLS, STA Executive Director

Approved as to form:

By: _____
BERNADETTE CURRY, STA Legal Counsel

STA Contact Information
Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94585
Attn: Elizabeth Niedziela, Transit Program Manager
Telephone: (707) 424-6075
Fax: (707) 424-6074

Contractor Contact Information

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXAMPLE

EXHIBIT A

SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. STA has materially relied upon the representations of Contractor as may have been made in STA's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified. Said Scope of Services comprises, and includes, the following documents:
    a. STA staff report to the STA Board dated _____ and approved by the STA Board on _____;
    b. STA'S REQUEST FOR PROPOSAL/QUALIFICATIONS (STA Project No. _____);
    c. Contractor's written response to the Request for Proposal/Qualifications for the Project dated _____;
    d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to STA's selection board and to the officers and employees of STA who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which STA has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

EXAMPLE

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

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

D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, with a brief status statement of the Study's progress for which payment is sought, no later than thirty days after STA's acceptance of such deliverable/milestone. Payment shall be made by STA within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. All invoices shall be made in writing and delivered or mailed to the STA Project Manager:

Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun City, CA 94575
Attn: Elizabeth Niedziela, Transit Program Manager

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

EXAMPLE

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Conflict With Caltrans Or Federal Provisions

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

2. Closing out

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

3. Time

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

4. Time of Performance

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

5. Termination

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

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

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

6. Signature Authority

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

7. Warranty

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

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

8. Best Efforts

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

EXAMPLE

9. Default

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

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

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

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

10. Indemnification

Contractor shall indemnify and hold harmless the STA, its officers, officials, employees and volunteers against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by STA's staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (collectively referred to as "liabilities"), arising out of or for any negligent act or omission, misconduct or other legal fault of Contractor, its officers, employees, sub-contractors, subcontractors or agents in connection with the performance or nonperformance of this Contract, whether or not STA accepted or approved any service or work product performed or provided by Contractor, and whether or not such liabilities are litigated, settled or reduced to judgment. If a final decision or judgment allocates liability by determining any portion of damages awarded is attributable to STA's negligence or willful misconduct, STA shall pay the portion of damages allocated to STA's negligence or willful misconduct, provided that STA shall not be liable for any passive negligence of STA, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

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

Acceptance of insurance certificates or endorsements required under Exhibit E of this Contract does not relieve Contractor from liability under this Section 10 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by Contractor's negligence, misconduct, or other legal fault whether such insurance policies shall have been determined to apply to such damages or claims for damages. This Section shall survive any termination of this Contract.

11. Insurance Requirements

Contractor shall procure and maintain for the duration of this Contract the following insurance:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

EXAMPLE

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos on this project, Contractor shall obtain evidence of personal auto liability coverage for each person.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architect's and engineers' coverage is endorsed to include contractual liability.

Minimum Limits of Insurance:

CONTRACTOR shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage, combined single limit.

3. Employer's Liability: $2,000,000 per accident for bodily injury or disease, and in the aggregate.

4. Errors and Omissions Liability: $1,000,000 on a claims made basis.

Deductibles and Self-Insurance Retentions:

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

Other Insurance Provisions:

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

1. The STA, its officers, officials, employees and volunteers be covered as insureds regarding the liability arising out of automobiles owned, leased, hired or borrowed by or for the Contractor, and regarding liability arising out of work or operations by or for the Contractor including materials, parts or equipment furnished with such work or operations. General liability coverage can be in an endorsement to the Contractor's insurance or as a separate owner's policy.

EXAMPLE

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the STA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the STA, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Should the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered under the policy provisions.

Acceptability of Insurers:

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

Verification of Coverage:

Contractor shall furnish STA with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the STA or on other than the STA's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements must be received and approved by the STA before work commences. STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

All insurance documents are to be sent to:

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

Sub-Contractors:

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

Forms of Endorsement:

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

THIS ENDORSEMENT, EFFECTIVE _____A.M. _____, 201__, FOR POLICY NUMBER _____, IS ISSUED TO THE SOLANO TRANSPORTATION AUTHORITY BY _____ FOR (PROJECT DESCRIPTION OR TITLE)_____.

EXAMPLE

ADDITIONAL INSURED

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

PRIMARY INSURANCE

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

CANCELLATION CLAUSE

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

_____
Authorized Representative

12. Independent Contractor

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

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

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Contractor shall indemnify and hold STA harmless from any liability which STA may incur because of Contractor's failure to pay such obligations.

D. As an independent contractor, Contractor is not subject to the direction and control of

EXAMPLE

STA except as to the final result contracted for under this Contract. STA may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

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

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

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

13. Commitment Of Key Contractor Personnel

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

14. Responsibilities of Contractor

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

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

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

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

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

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

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

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

15. Compliance with Law

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

EXAMPLE

practices, wages, hours and conditions of employment.

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

16. Confidentiality

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

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

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

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

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

17. Conflict of Interest

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

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

18. Drug Free Workplace

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

19. Health and Safety Standards

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

20. Audits and Inspection of Record

a. Contractor shall permit STA and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, including Contractor's place of business, to make an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

EXAMPLE

b. Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term of this Contract.
c. The State, the State Auditor, the STA, Federal Highway Administration (FHWA), or any duly authorized representative of the federal government shall have access to any books, records and documents of the Contractor pertinent to the contract for audit, examination, excerpts, and transactions, and copies shall be furnished if requested. This provision shall apply to subcontractors.

21. Nondiscrimination

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. Subcontractor and Assignment

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the STA's Contract Manager, subject to any required state or federal approval.

C. If STA consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 11 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

23. Unforeseen Circumstances

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

24. Ownership of Documents

A. STA shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by STA or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

25. Notice

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

EXAMPLE

26. STA's Obligation Subject to Availability of Funds

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

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

i. The STA will be liable only for payment under the terms for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services under this Contract affected by the termination.

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

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

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. Changes and Amendments

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

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

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

28. Choice of Law

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

29. Waiver

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

30. Conflicts in the Contract Documents

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

EXAMPLE

31. Disbarment or Suspension of Contractor

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

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

32. Execution in Counterparts; Signatures by Facsimile or PDF

This Contract may be executed in duplicate originals, each of which is deemed an original, but when taken together shall constitute one instrument. Facsimile copies or copies delivered via e-mail as a portable document format (pdf) file shall be deemed original copies.

33. Entire Contract

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

EXAMPLE

EXHIBIT D

CALTRANS/STATE FUNDING CONTRACT PROVISIONS

1. **DATA FURNISHED BY STA; CONFIDENTIALITY OF DATA**

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("STA Data") provided to Contractor by STA for use by Contractor to perform its services under this Contract shall remain the property of STA and shall be returned to STA at the completion or termination of this Contract. No license to such STA Data, outside of the Scope of Work of the Project, is conferred or implied by Contractor's use or possession of such STA Data. Any updates, revisions, additions or enhancements to such STA Data made by Contractor in the Project shall be the property of STA and subject to this Contract.

All financial, statistical, personnel, technical, or other data and information relative to the STA's operations, and designated confidential by the STA and provided to the Contractor to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure. Permission to disclose information on one occasion, or at a public hearing held by the STA and relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

The Contractor shall not comment publicly to the press or any other media regarding the contract or the STA's actions on the same, except to the STA's staff, Contractor's own personnel involved to perform the contract, at public hearings or in response to questions from a Legislative Committee. The Contractor shall issue no news release or public relations item of any nature regarding the work performed or to be performed under this Contract without prior review of the contents by the STA and receipt of STA's written permission.

Any subcontract entered into because of this Contract shall be subject to all this Section.

2. **OWNERSHIP OF WORK PRODUCTS**

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to STA by CONTRACTOR or its subcontractors under this Contract shall be the property of STA, and copies shall be delivered to STA promptly upon completion of the work or upon an earlier termination of this Contract. CONTRACTOR assigns to STA ownership of all right, title and interest in such Work Products, including ownership of the entire copyright in the Work Products. CONTRACTOR also agrees to execute all papers necessary for STA to perfect its ownership of the entire copyright in the Work Products. CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to STA, and CONTRACTOR shall replace any such Work Products lost, destroyed, or damaged while in its possession without additional cost to STA.

3. **EQUIPMENT PURCHASES**

To the extent this Contract provides for the purchase of equipment, Contractor agrees to abide by the following:

a. Prior authorization in writing, by the STA's Director of Projects shall be required before the CONTRACTOR enters into any unbudgeted or additional contract, purchase order or subcontract exceeding $5,000, for supplies, equipment or additional Contractor services beyond those contained in the scope of work and cost proposal, if any, and, further, CONTRACTOR

EXAMPLE

shall provide an evaluation to the STA of the necessity or desirability or incurring such costs prior to any approval by the STA for the additional expenditure(s).

b. For purchase of any item, service or consulting work not covered by CONTRACTOR'S Cost Proposal for which CONTRACTOR seeks reimbursement beyond the Cost Proposal, and which exceed $5,000.00, the CONTRACTOR shall both receive prior authorization from the STA's Director of Projects including submission of three competitive quotations or adequate justification presented for any absence of such quotations. Any equipment purchased because of this contract is subject to the following provision:

> The CONTRACTOR 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, the STA shall receive proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the STA in an amount to the fair market value, or sell such equipment at the best price obtainable at a public or private sale, under established STA procedures; and credit the STA in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the STA and the CONTRACTOR. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the STA.

4. **SOLICITATION OF CONTRACT**

Contractor warrants it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, STA shall have the right to terminate the Contract without liability or, at its discretion, the right to deduct from Contractor's maximum payment the full such fee, commission, percentage, brokerage fee, gift or contingent consideration.

EXAMPLE

EXHIBIT E

SPECIAL PROVISIONS RELATED TO FEDERAL FUNDING

If any funding for the Project is from federal government sources the following sections will apply to, be incorporated within and are made a part of this Contract:

FEDERAL PROVISION 1. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of this Contract shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the Metropolitan Transportation Commission, the State of California Department of Transportation, and the Federal Transit Administration/Federal Highway Administration and/or the U.S. Department of Transportation. The contents of this report do not reflect the official views or policy of the U.S. Department of Transportation.

FEDERAL PROVISION 2. SUBCONTRACTS

A. Sub-contractors approved by STA for subcontract work under this Contract are listed in Federal Provision 8 below entitled "Disadvantaged Business Enterprise (DBE)/Sub-contractor List," and is attached and incorporated herein by this reference. Contractor shall not subcontract all or any portion of its services under this Contract, except as specified in said Federal Provision 8 without the prior written approval of STA and any attempt to do so shall be void and unenforceable. If Contractor enters into one or more subcontracts under this Contract, Contractor agrees that the participating sub-contractors shall be solely and directly responsible to Contractor, and STA shall have no obligation to them.

B. Contractor shall include all provisions of this Contract, modified only to show the particular contractual relationship, in any subcontracts connected with carrying out its Contract that exceed $25,000, except contracts for standard commercial supplies or raw materials. No subcontract shall include a cost plus percentage of cost method of payment.

C. Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Contractor shall pay all subcontractors for work for which Contractor has been paid by STA and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or when is reasonably feasible.

D. Any sub-contract of $25,000.00 or greater shall include within its provisions a full and complete copy of FHWA Form 1273.

FEDERAL PROVISION 3. ASSIGNMENT OF CONTRACT

Contractor shall assign no part of this Contract without prior express written consent of STA or a designated representative, and any attempt without complying with this requirement shall be void and unenforceable.

FEDERAL PROVISION 4. RECORDS

Contractor shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this Contract for a minimum of three (3) years following final payment to the Contractor or four (4) years following the fiscal year of the last expenditure under this Contract, whichever is longer.

FEDERAL PROVISION 5. AUDITS

EXAMPLE

Contractor shall permit STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States and its/their authorized representatives to have access to Contractor's books, records, accounts, and any and all work products, materials, and other data relevant to this Contract, to make an audit, examination, excerpt and transcription during the term of this Contract and for the period specified in Federal Provision 4. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

Contractor further agrees to include in all its subcontracts a provision to the effect that the subcontractor agrees that STA, the U.S. DOT, FTA/ FHWA and the Comptroller General of the United States or its/their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above. The term "subcontract" as used in this clause excludes purchase orders not exceeding $25,000.

FEDERAL PROVISION 6. NOTICES

Except for invoices submitted by Contractor under the provisions on compensation, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as stated on the first page of this Contract.

FEDERAL PROVISION 7. CIVIL RIGHTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

FEDERAL PROVISION 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

A. Policy. It is the policy of STA to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to STA'S procurement and professional services activities. To perform the Contract, Contractor will cooperate with STA in meeting these commitments and objectives.

B. Obligation of Contractor. Contractor shall not discriminate on the basis of race, color, national origin or sex to perform this Contract. Contractor shall carry out requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of contract, which may cause the termination of this Contract or such other remedy as the recipient deems appropriate.

C. Contract-Specific Goal. Under the provisions of State law and the requirements of Caltrans, there is no contract-specific DBE participation goal established for the Contract. A list of the certified DBE firms Contractor intends to use on the PROJECT is set forth below. Contractor shall not terminate any listed DBE Subcontractor for conveniences and perform work with its own forces, without the prior approval of STA. If a listed DBE is terminated Contractor shall make good faith efforts to substitute another DBE. Substitutions of subcontractors (DBE or non-DBE) require the prior written approval of STA. This section shall be under Attachments (i) and (ii) to this Exhibit G.

D. Record Keeping. Contractor shall maintain full and accurate records of DBE participation to perform the Contract, including payment amounts. Contractor shall submit quarterly reports to the MTC DBE Liaison Officer, which include the names and addresses of the DBEs performing work during the previous quarter and the total amounts billed and paid during the quarter.

E. Disadvantaged Business Enterprise (DBE)/Subcontractor List

	Name/Address of Subcontractor	DBE? yes/no	Amount of Subcontract (DBE only)*	Description of Work
1.				
2.				
3.				
4.				
5.				
6.				

EXAMPLE

FEDERAL PROVISION 9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

Contractor agrees to comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations, applicable to this Contract.

FEDERAL PROVISION 10. ENERGY CONSERVATION

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

FEDERAL PROVISION 11. PRIVACY ACT

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

FEDERAL PROVISION 12. DEBARMENT

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

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

C. By executing this Contract, Contractor certifies that has represented that it has not been excluded or disqualified as provided in subsection A above. The certification in this clause is a material representation of fact relied upon by STA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to STA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FEDERAL PROVISION 13. CLEAN AIR AND WATER POLLUTION ACTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq and pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et . seq. The Contractor agrees to report each violation

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to the STA and understands and agrees that the STA will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

FEDERAL PROVISION 14. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. §1352 and 49 C.F.R. Part 19 and has executed Appendix A Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

FEDERAL PROVISION 15. LAWS AND REGULATIONS

A. Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to STA, the U.S. DOT, FTA/FHWA and the State of California (Caltrans) that relate to or in any manner affect performing the Contract. Those laws, statutes, ordinances, rules, regulations and procedural requirements imposed on STA as a recipient of federal or state funds are imposed on Contractor including but not limited to 49 Code of Federal Regulations Part 18, which are incorporated by this reference.

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

FEDERAL PROVISION 16. RECYCLED PRODUCTS

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FEDERAL PROVISION 17. NO GOVENRMENT OBLIGATION TO THIRD PARTIES

(1) The STA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the STA, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

FEDERAL PROVISION 18. FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

FEDERAL PROVISION 19. INCORPORATION OF FEDERAL TRANSIT ADMINSITRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT are incorporated by reference. Anything to the contrary in this Contract notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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APPENDIX A – CERTIFICATION REGARDING LOBBYING

49 CFR PART 20-Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official
_____ Name and Title of Contractor's Authorized Official

_____ Date

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