REQUEST FOR PROPOSALS

FOR

CONSTRUCTION MANAGEMENT SERVICES FOR
THE CURTOLA PARK AND RIDE HUB IMPROVEMENT PROJECT

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Solano County Transit Authority
311 Sacramento Street
Vallejo, CA 94590

Proposals Due by 3:00 pm on Friday, January 24, 2014

1.) Pre-Proposal Meeting: Wednesday January 15th 2014 at 3 PM at the Joseph Room, John F. Kennedy Library, 505 Santa Clara Street Vallejo, CA 94590.
NOTICE IS HEREBY GIVEN that sealed proposals will be received by Solano County Transit, located at 311 Sacramento Street, Vallejo, California, 94590 until 3:00 p.m., Friday January 24th, 2014, for Construction Management Services for the:

**Soltrans Curtola Park and Ride Hub Improvement Project**

Proposals received after 3:00 p.m. on Friday January 24, 2014, will be returned unopened.

**Description of Work**

The proposed work shall be performed in accordance with the Project Description, Scope of Work, and other specifications listed in the Request for Proposal.

**Obtaining Documents**

Documents including the Request for Proposal, required forms and sample consultant contracts may be inspected and obtained at the SolTrans Office at 311 Sacramento Street, Vallejo, California, 94590 or online at:


Current Project Plans and Specifications can be reviewed online at:

[https://markthomas.filetransfers.net/downloadFilePublic.php?filePassId=56078e0fe3fd8565cd6eb64f948afd21](https://markthomas.filetransfers.net/downloadFilePublic.php?filePassId=56078e0fe3fd8565cd6eb64f948afd21)

[https://markthomas.filetransfers.net/downloadFilePublic.php?filePassId=d8bc102ff70a1f1adfb77dac222c64](https://markthomas.filetransfers.net/downloadFilePublic.php?filePassId=d8bc102ff70a1f1adfb77dac222c64)

Background documents can be viewed online at:

[http://www.ci.vallejo.ca.us/cms/One.aspx?portalId=13506&pageId=28228&objectId.2810=51260&contextId.2810=28229&parentId.2810=43446](http://www.ci.vallejo.ca.us/cms/One.aspx?portalId=13506&pageId=28228&objectId.2810=51260&contextId.2810=28229&parentId.2810=43446)

For more information regarding this RFP, contact only:

**Steven Palmer, P.E.**

Supervising Engineer

[spalmer@interwestgrp.com](mailto:spalmer@interwestgrp.com)

916-764-6636
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I. INTRODUCTION

Solano County Transit (SolTrans) is accepting proposals from well qualified and responsible construction management consultants (firms) for the Curtola Park and Ride Improvement Project in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Soltrans has retained the services of Interwest Consulting Group (ICG) to act as the owner’s representative and liaison for this project to oversee the work of consultants, contractors and coordinate with other agencies, as required, up through construction. For ICG; Marty Hanneman, P.E. will serve as the overall Project Manager and engineering support services provided by Steven Palmer, P.E.

The desired construction management services include, at a minimum, review of current Project plans and specifications for constructability, and construction management and inspection from construction contract award through project closeout.

II. GUIDELINES AND REQUIREMENTS

A. GUIDELINES

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist SolTrans by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent’s capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted on 8-1/2” x 11” paper, with easy to read font size and style. Pages shall be numbered, tabbed, and presented in a three (3) ring binder or other bound format.

One signed original and four (4) copies of the proposals should be submitted to the SolTrans Office by 3:00 pm on Friday, January 24, 2014. Proposals shall be submitted in a sealed envelope clearly marked Construction Management for the Curtola Park and Ride Improvement Project and addressed to:
Proposals shall contain the following information in the order listed:

1. INTRODUCTORY LETTER

The introductory letter should be addressed to:

Steven Palmer, P.E.
Supervising Engineer
SolTrans
311 Sacramento Street
Vallejo, CA 94590

The letter should state the prime firm and include the firm's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the firm's understanding of the project based on this RFP and any other information the firm has gathered. Include a statement discussing the firm's interest and qualifications for this type of work. The letter shall be signed by a principal authorized to commit the firm contractually.

2. QUALIFICATIONS AND EXPERIENCE

Describe the firm's capability for actually undertaking and performing the work. Provide the qualifications and experience of the consultant team that will work on the Project. Emphasize the specific qualifications and experience from similar projects for the key team members. For each key team member, provide a brief but detailed history of the number of years of experience with the current firm and other firms, education, professional registration/certifications, and qualified work experience relevant to the services requested.

Team members are expected to be available for the duration of the Project and replacement will not be permitted without prior consultation and approval by SolTrans.
List types and locations of similar work performed by the firm in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

3. PROJECT UNDERSTANDING
This section shall clearly convey the Consultants understanding of the nature of the work, including coordination with SolTrans, the City of Vallejo, Caltrans, and Metropolitan Transportation Commission (MTC), Solano Transportation Authority (STA) Regional Measure 2 funding requirements.

4. WORK PLAN
The work plan shall address all the items of work as described in this RFP, and include a milestone schedule that identifies the key items of work. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

This section shall include a description of how each key task will be performed, and identify the deliverables. The work plan shall include enough detail to demonstrate a clear understanding of the project. Include a discussion of how the Consultant will provide quality control, communications protocol with team members and assure adequate level of service and successful on-time and on-budget project completion and management. It shall also include a staffing plan that identifies team members by task, and lists amount of time each team members can devote to the project.

5. CONFLICT OF INTEREST STATEMENT
The firm shall disclose any financial, business, or other relationship that may have an impact upon the outcome of this contract.

6. REFERENCES
Provide at least three references for each key team member from recent work similar to the Project. Include a brief description of projects associated with each reference.

7. ACCEPTANCE OF STANDARD CONTRACT
SolTrans’ standard Design Professional Services contract is included as Attachment to this Request for Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.
8. FEE
This section shall be submitted in a separate sealed envelope and shall include a summary of anticipated hours, billing classification, and hourly billing rate for each member of the proposed consultant team for each work plan task, reimbursement levels for direct expenses, and a total not-to-exceed cost for requested products and services outlined in the Scope of Work. No cost increases shall be passed onto SolTrans after the proposal has been submitted. Tax, if applicable, is to be listed as a separate line item.

B. CONDITIONS
The following conditions apply to this RFP:

- SolTrans reserves the right to withdraw this solicitation at any time without prior notice. Further, SolTrans makes no representations that any agreement will be awarded to any firm submitting a proposal.

- SolTrans reserves the right to accept any proposal, to reject any and all proposals submitted in response to this request, to reject any subconsultant or individual working on a consulting team, and to award the contract to other than the lowest cost proposal.

- Proposals will not be accepted by fax or electronically.

- Proposals arriving after the specified date and time will not be considered, nor will late proposals be opened. Each firm assumes responsibility for timely submission of its proposal.

- Any proposal may be withdrawn or modified by a written request signed by the firm and received by SolTrans prior to the final time and date for the receipt of proposals. Once the deadline is past, firms are obligated to fulfill the terms of their proposal.

- Any changes to the RFP requirements will be made by addendum.

- SolTrans shall not be liable for any pre-contractual expenses incurred. This shall include pre-contractual expenses such as preparing the proposal, submitting the proposal, negotiating with SolTrans on any matter related to the proposal or other expenses incurred prior to the date of award for any agreement related to the services herein described.

- No prior, current or post award verbal agreement(s) with any officer, agent or
employees of SolTrans shall affect or modify any terms or modifications of this
RFP or any contract or option resulting from this process.

- SolTrans reserves the right to waive any minor irregularities, informalities or
oversights at its sole discretion. The term “minor” as used herein means any
proposer or SolTrans irregularities or oversights that do not materially affect or
alter the intent and purpose of this RFP, and are not in violation of any State of
California or Federal Government rules, laws and regulations that may apply to
this procurement.

C. QUESTIONS ABOUT RFP
There will be a non-mandatory, pre-proposal meeting on Wednesday January 15th
2014 at 3 PM at the Joseph Room, John F. Kennedy Library, 505 Santa Clara
Street Vallejo, CA 94590.

Otherwise, please direct all questions in writing, by e-mail, regarding the submission
of proposals to:

Steven Palmer, P.E.
Supervising Engineer
Email: spalmer@interwestgrp.com
Phone: 916-764-6636

III. SCOPE OF SERVICES

SolTrans is soliciting proposals for construction management services from a qualified
and committed construction management firm/team (Consultant) for the Curtola Park
and Ride Hub Improvement Project. The project is located at the southwest corner of
Curtola Parkway and Lemon Street in the City of Vallejo.

The proposed project will construct improvements to modernize and expand the existing
park and ride lot on Curtola Parkway at Lemon Street in Vallejo. The Project will
increase parking supply, improve transit operations, facilitate casual carpool, and
modernize on-site passenger amenities. The Project includes pavement lot
improvements providing for additional capacity (approx.100+ new spaces for total of
approximately 592 spaces), bus transit plaza with passenger amenities, new security
building with restroom and coffee kiosk area, roadway and circulation improvements,
two new traffic signal control systems, many additional security improvements; i.e., LED
lighting, state of the art security cameras, sight line landscaping and wrought iron
perimeter fencing, monument signage and solar panel improvements. The projects lead
Engineering consultant – Mark Thomas & Company has recently completed 95% Plans
and Specifications. The current engineers construction cost estimate is $10,500,000. with an estimated construction schedule period of 18 to 24 months.

The Construction Management scope of work will, at minimum, includes; PS&E review for constructability of project, preconstruction activities to setup project documentation and tracking tools, document existing site conditions, and meet with construction team members; quality control inspections, construction activities to monitor the work and review contractor invoices; and project closeout activities to coordinate as-built documents and process the final contractor payment.

The Scope of Services is anticipated, at a minimum, to include the following:

1. **PRE CONSTRUCTION**
   Perform preconstruction review of plans and specifications for constructability. Setup project documentation and tracking tools, document existing site conditions, and attend project kick-off meeting.

2. **CONSTRUCTION**
   a. **Quality Assurance**
      Coordinate and provide inspection and observation to ensure project is constructed in accordance with the project documents. Prepare and maintain daily inspection reports. Maintain a digital photographic library of construction activities.

   b. **Document Control**
      Serve as primary point of contact for all correspondence with the Contractor.
      
      Prepare project correspondence manage the receipt, logging, control tracking, and timely processing of project documents and correspondence (eg. Contractor submittals, progress schedules, potential change orders, change orders, letters, etc.). Maintain records of inspections, reports, and test results received from the Contractor.

      Review submittals for conformance with the project plans and specifications. Coordinate required reviews with SolTrans and the Design Engineer. Review and respond to Requests for Information (RFI). Coordinate response with SolTrans and Design Engineer as necessary.

   c. **Progress Management**
      Prepare and maintain the weekly statement of working days. Review contractor progress schedules and assist SolTrans in completing the project within the contract schedule.
d. **Meetings**  
Schedule and conduct weekly construction progress meetings with the Contractor and SolTrans project manager. The purpose of these meetings is to review the project schedule, upcoming activities, coordination items, clarifications, submittal status, potential change orders, and change orders. Provide an agenda and minutes for each meeting.

e. **Changes**  
Review Contractor requests for design revisions. Responses must be coordinated with SolTrans. Identify and track potential changes and extra work. Obtain cost proposals from the Contractor for extra work, review with SolTrans, and negotiate final cost. Prepare change orders for extra work.

f. **Claims**  
Identify and track potential Contractor claims. Provide written explanation of each claim to SolTrans, including background information and proposed resolution. Support and assist SolTrans in resolving Contractor claims and disputes, and negotiate to an agreed resolution.

g. **Progress Payments**  
Review Contractor's monthly progress payment request. Verify work completed and payment quantities. Provide payment recommendation to SolTrans.

3. **CLOSEOUT**
   a. **Punch List**  
Prepare detailed inspection punch list at substantial completion. Coordinate corrections with the Contractor. Verify project completion and cleanup by Contractor. Schedule, coordinate, and conduct a final walk through with Contractor, and SolTrans prior to recommendation of acceptance.

   b. **Acceptance**  
Obtain record drawings from the Contractor, review and certify that the Contractor record drawings are complete, and provide them to the design Engineer. Provide written recommendation of project acceptance to SolTrans in preparation of formal project acceptance and recordation of Notice of Completion.

   c. **Final Payment**  
Obtain and verify all lien releases from Contractor. Recommend final payment in the form of release of retention.

   d. **Records**
IV. EVALUATION AND AWARD OF CONTRACT

A. EVALUATION TEAM

SolTrans will have a selection team to screen and rank proposals. The firms with the highest ranking based on the selection criteria described below may be invited for final interviews.

B. EVALUATION CRITERIA

Proposals will be evaluated using the following matrix of requirements, qualifications and experience, totaling 100 points:

- Understanding of the work to be done (15 points)
- Experience and references with similar kinds of work (20 points)
- Qualifications of staff for work to be done (20 points)
- Work plan (20 points)
- Completeness and responsiveness of the proposal (10 points)
- Proposed Fee (15 points)

C. AWARD

Award shall be made to the responsible firm whose proposal is determined to be the most advantageous to SolTrans, taking into consideration price and adherence to the included specifications. SolTrans will enter into an agreement with the successful firm for the specified products, services, and installation. Nothing herein shall obligate SolTrans to award a contract to any responding firm.
V. ATTACHMENTS

A. Sample Agreement
1. Project Description: Construction Management Services for SolTrans Curtola Park and Ride Hub Project

2. This Contract is entered into between the Solano County Transit (SolTrans) and [consultant name]

3. The Term of this Contract is: From date of execution of contract to [end date].

4. The maximum amount of this Contract is: [amount]

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 herein as though set forth in full:
   - Exhibit A – Scope of Work
   - Exhibit B – Budget Detail and Payment Provisions
   - Exhibit C – General Terms and Conditions

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS CONTRACT, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE __ DAY OF [MONTH], [YEAR].

SOLANO COUNTY TRANSIT

[CONSULTANT NAME]

By _____________________________________ By ________________________________

MONA A. BABAUTA, General Manager [NAME OF OFFICER] [TITLE]

Approved as to form:

By: _____________________________________

BERNADETTE CURRY, SolTrans Legal Counsel

SolTrans Contact Information
Mona Babauta, General Manager
SolTrans
311 Sacramento St.
Vallejo, CA 94590
Attn: Marty Hanneman, P.E.
Telephone: (707) 648-4047
mona@soltransride.com

Contractor Contact Information
[NAME, TITLE]
[COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP]
Telephone: [EMAIL]

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE
EXHIBIT A

SCOPE OF WORK
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 [AMOUNT] set forth on Contractor’s “Cost/Fee Proposal” which includes all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor’s costs, travel, materials and supplies.

B. Progress Payments. Payment for Contractor’s services shall be due in the amounts agreed upon, if any, upon acceptance by Project Manager of those deliverables marking completion of a particular portion or period of the Project and as invoiced in accordance with Contractor’s proposal.

C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid Contractor under this Contract exceed the sums set forth herein unless pursuant to written amendment of this Contract approved by SolTrans Board.

D. Method of Payment. Contractor shall submit an invoice identifying the Project deliverable or milestone, along with a brief status statement of the Study’s progress to date for which payment is sought, no later than thirty days after SolTrans’ acceptance of such deliverable/milestone. SolTrans shall endeavor to make payments 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 SolTrans Project Manager as follows:

Accounts Payable
SolTrans
311 Sacramento St.
Vallejo, CA 94590
Attn: Mona Babauta

E. Cost/Fee Proposal. The Contractor Cost/Fee Summary is shown in Attachment 1 and incorporated as though set forth in full.

Contractor shall invoice no more often than every month, and shall set forth in the invoice the hours worked, progress made, and provide adequate documentation regarding materials utilized during performance of the work.

Travel time to any SolTrans worksite in the Cities of Vallejo and Benicia will not be paid to the Contractor, and any related overhead should be figured into the total hourly rate. Mileage (at the then current IRS rate) and travel time and reasonable expenses will be paid for any travel agreed to in advance by SolTrans, and should be included in the invoice.
EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

2. Closing out
   SolTrans will pay Contractor's final claim for payment providing Contractor has completed all
   obligations undertaken pursuant to this Contract. Contractor is responsible for SolTrans’ 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 SolTrans’ Contract Manager.

5. Termination
   A. This Contract may be terminated by SolTrans or Contractor, at any time, with or without cause,
      upon 30 days written notice from one to the other.

   B. SolTrans may terminate this Contract immediately upon notice of Contractor’s malfeasance.

   C. Following termination, SolTrans 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 that they have the proper authority to bind their
   respective entities to all terms and conditions set forth in this Contract.

7. Warranty
   A. SolTrans 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. SolTrans’ 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, at all times, faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to SolTrans’ reasonable satisfaction.

9. **Default**
   A. If Contractor defaults in Contractor’s performance, SolTrans 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 more than 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, SolTrans may elect to cure the default and any expense incurred shall be payable by Contractor to SolTrans.

   C. If SolTrans 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, SolTrans shall be entitled to recover from Contractor all damages allowed by law.

10. **Indemnification**
    Contractor shall indemnify and hold harmless SolTrans, its officers, officials, employees and volunteers from and 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 SolTrans’ staff attorneys or contract attorneys and any and all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “liabilities”), arising out of or in connection with 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 SolTrans accepted or approved any service or work product performed or provided by Contractor hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to SolTrans’ negligence or willful misconduct, SolTrans shall pay the portion of damages which is allocated to SolTrans’ negligence or willful misconduct, provided that SolTrans shall not be liable for any passive negligence of SolTrans, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by Contractor.

    Contractor shall, upon SolTrans’ request, defend with counsel approved by SolTrans (which approval shall not be unreasonably withheld), at Contractor’s sole cost and expense, any action, claim, suit, cause of action or portion thereof 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 thereof 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 reason of Contractor’s negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The provisions of 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:

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 in any way 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 to be 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 SolTrans. At the option of SolTrans, either: the Contractor shall reduce or eliminate such
deductibles or self-insured retentions with respect to SolTrans, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to SolTrans guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

Should any of the above described policies be cancelled prior to the policies’ expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions. In addition, the general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SolTrans, its officers, officials, employees and volunteers are to be covered as insureds with respect to the liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and with respect to liability arising out of work or operations by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance or as a separate owner's policy.

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

Acceptability of Insurers:

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

Verification of Coverage:

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

All insurance documents are to be sent to:

SolTrans
Attn: SolTrans Legal Counsel
311 Sacramento St.
Vallejo, CA 94590
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 SolTrans in writing.

Forms of Endorsement:

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

THIS ENDORSEMENT, EFFECTIVE ________________ A.M. ____________, 20__, FOR POLICY NUMBER __________________, IS ISSUED TO THE
SOLANO COUNTY TRANSIT BY _______________________________________
FOR (PROJECT DESCRIPTION OR
TITLE) ________________________________________________.

ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT SOLTRANS, 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
SOLTRANS MAY POSSESS, INCLUDING ANY SELF INSURED RETENTION
SOLTRANS MAY HAVE, AND ANY OTHER INSURANCE SOLTRANS DOES
POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

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

SolTrans
Attn: SolTrans Legal Counsel
311 Sacramento St.
Vallejo, CA 94590

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN
UNCHANGED.
12. **Independent Contractor**

A. Contractor is an independent contractor and not an agent, officer or employee of SolTrans. 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 SolTrans 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 SolTrans harmless from any liability which SolTrans 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 SolTrans except as to the final result contracted for under this Contract. SolTrans 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 SolTrans 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 SolTrans harmless from any claims that may be made against SolTrans 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, SolTrans has relied upon the commitment by Contractor of certain key personnel assigned to this work by Contractor as well as 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 SolTrans. Contractor shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements herein.

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 SolTrans relies upon such skills. Contractor pledges to perform the work skillfully and professionally. SolTrans’ 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 SolTrans;
   4. Along with monthly reimbursement claims contractor will submit their listing of subcontractors identifying the subtotaled portion of the claim that will be sent to each subcontractor and a running total of the total amounts paid to date to each subcontractor.
   5. Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
   6. Retain financial, programmatic, client data and other service records for 4 years from the date of the end of the contract award or for 4 years from the date of 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 practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by SolTrans 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 SolTrans-identifying information, except for statistical information not identifying a particular project.
B. Contractor shall not use SolTrans-specific information for any purpose other than carrying out Contractor's obligations under this Contract.

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

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

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 SolTrans 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 that 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 SolTrans pursuant to 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 SolTrans 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, for the purpose of making an audit, examination, excerpt and transcription during the term of this Contract and for a period of four (4) years thereafter. Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

B. Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that SolTrans or any of 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, SolTrans, 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 that are pertinent to the contract for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested. This provision shall be applicable 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 SolTrans’ Contract Manager, subject to any required state or federal approval.

C. If SolTrans 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 SolTrans of the cause of the delay within 10 days of the start of the delay.

24. **Ownership of Documents**

A. SolTrans 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 SolTrans 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.

26. **Nonrenewal**

   Contractor acknowledges that there is no guarantee that SolTrans will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. **SolTrans' Obligation Subject to Availability of Funds**

   A. SolTrans' obligation under this Contract is subject to the availability of authorized funds. SolTrans may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of SolTrans, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, SolTrans 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 SolTrans Board. If the Contract is terminated for non-appropriation:

   i. SolTrans will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

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

   C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the SolTrans 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 SolTrans. If applicable funding is reduced, SolTrans may either:

   1. Cancel this Contract; or,

   2. Offer a contract amendment reflecting the reduced funding.

28. **Changes and Amendments**

   A. SolTrans may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of 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.

29. **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.

30. **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 of this Contract.

31. **Conflicts in the Contract Documents**
The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to SolTrans shall supersede any inconsistent term in these documents.

32. **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 SolTrans of any change in the status of the representations and warranty set forth in this section.

33. **Execution in Counterparts; Signatures by Facsimile or PDF**
   This Contract may be executed in duplicate originals, each of which is deemed to be 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 to be original copies.

34. **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 SolTrans or Contractor other than those contained.