

**Solano County Transit - SolTrans
Standard Professional Services Contract
Project: Marketing & Public Relations Services**

1. **Project Description: Marketing & Public Relations Services**
2. **This Contract is entered into between the Solano County Transit (SolTrans) and the Contractor named below:**

Contractor's Name: [successful proposer] Business Form: [organization form]
3. **The Term of this Contract is: From date of execution of contract to [termination date].**
4. **The maximum amount of this Contract is: [Not to Exceed 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 _____, 2017.

SOLANO COUNTY TRANSIT

CONTRACTOR

By _____
Beth Kranda, Executive Director

By _____
[Company signature authority], [title]

Approved as to form:

By: _____
Bernadette Curry, SolTrans Legal Counsel

SolTrans Contact Information

Beth Kranda, Executive Director
SolTrans
311 Sacramento St.
Vallejo, CA 94590
Attn: [SolTrans PM]
Telephone: (707) 736-6990

Contractor Contact Information

[Contractor Project Manager]
[Company Contact Street Address]
[Company Contact City, State, CIP]
[Company Contact Phone]
[Company Contact Email]

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

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EXHIBIT A

SCOPE OF WORK

1. Specified Documents.

Contractor shall perform those services specified in detail 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. SolTrans has materially relied upon the representations of Contractor as may have been made in SolTrans' 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 herein. Said Scope of Services consists of, and includes, the following documents:

- a. SolTrans Staff Report to SolTrans Board Dated [staff report date], and approved by SolTrans Board on [Board Action];
- b. SolTrans' Solicitation: [Enter Solicitation Title];
- c. Contractor's written response to the Solicitation dated [Date of accepted proposal];
- d. Contractor's Cost Proposal; and, further all statements and representations of Contractor made during their presentation to SolTrans' selection board and thereafter to the officers and employees of SolTrans who have participated in the determination to contract with Contractor for this Project. Those documents, presentations and discussions are material representations upon which SolTrans has relied in selecting and contracting with Contractor and shall be utilized in any matter in which interpretation of this Contract is required.

2. General Scope of Work

General Scope of the RFP

3. Tasks

4. Deliverables

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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 [Not to Exceed Amount], as 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: [SOLTRANS PROJECT MANAGER]
- E. Cost/Fee Proposal** If Contractor has submitted a written Cost/Fee Proposal or Summary, that document is attached as Attachment 1 to Exhibit B and incorporated into this Exhibit as though set forth in full.

Unless Milestone payments are established in the Contractors Cost/Fee Proposal or Summary, 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.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Conflict With Caltrans Or Federal Provisions

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 invoice for payment providing Contractor has completed all obligations undertaken pursuant to this Contract. Contractor is responsible for SolTrans' receipt of a final invoice 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, unless otherwise provided for elsewhere in the Contract.
- 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.

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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, 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 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

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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.

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Other Insurance Provisions:

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.
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 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.

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Forms of Endorsement:

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

THIS ENDORSEMENT, EFFECTIVE _____ A.M. _____,
201__, 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

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.

Authorized Representative

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,

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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.

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- 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.

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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

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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

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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

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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.