Santa Cruz County Regional Transportation Commission

--NOTICE--

REQUEST FOR QUALIFICATIONS (RFQ) to Provide On-call Services for ENGINEERING SERVICES

Closing Date: Thursday, March 8, 2018, 12:00 noon

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and experienced professional consultants to submit a Statement of Qualifications for professional civil engineering services in one or more of the areas of expertise, including (1) Civil Engineering, (2) Structure Inspections and Engineering, and (3) Construction Management. Future projects may include assessment and/or execution of civil engineering reports, design, cost estimates and related work, traffic engineering related to grade crossing concerns, inspection of rail bridges and culverts, right of way engineering, and other tasks required for the upkeep of the Santa Cruz Branch Rail Line Property.

Interested parties must electronically submit a PDF version of the Statement of Qualifications for these services to the Santa Cruz County Regional Transportation Commission (SCRCTC) via email: info@sccrtc.org by 12:00 noon on PST on March 8, 2018. Responses should be submitted in accordance with the instructions set forth in this RFQ.

This notice, along with its enclosures, comprises the Request for Qualifications (RFQ) for this professional service. The RTC reserves the right to amend the RFQ by addendum before the final proposal submittal date. The RFQ and any addenda are available at the RTC website: www.sccrtc.org/about/opportunities/rfp/. Interested parties can also contact Sarah Christensen at (831) 460-3204 or email schristensen@sccrtc.org for further information or to obtain a copy. Email inquiries relating to this RFP should include “Engineering Services RFQ” in the subject header.
DATE: February 8, 2018
TO: Interested Consultants
FROM: Sarah Christensen, Senior Transportation Engineer
SUBJECT: Santa Cruz Branch Rail Line Engineering

INVITATION
The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and experienced professional consultants to submit a Statement of Qualifications for professional services to evaluate engineering concerns as they occur on the Santa Cruz Branch Rail Line including grade crossing upkeep or reconstruction, right of way engineering, storm damage repair, and structure inspections.

You are invited to submit a Statement of Qualifications for the referenced services together with a Proposed Cost Outline including direct/indirect costs, equipment/materials, subcontractor costs, and an hourly rate schedule for named individual(s) to complete the project. Please note that this Request for Qualifications is for Engineering Services divided into three distinct areas of expertise – Civil Engineering, Structural Engineering, and Construction Management. Consultants may submit a Statement of Qualifications for any combination of the three service types. The contract period for this RFQ is 36 months, with an option to extend an additional two years.

The Statement of Qualifications is due to the Santa Cruz County Regional Transportation Commission (SCCRTC) via email: info@sccrtc.org by 12:00 noon on March 8, 2018. Responses to the RFQ received after the date and time specified above will not be considered.
The Statement of Qualifications shall be submitted to: info@sccrtc.org. Inquiries relating to this Request for Qualifications shall be submitted to:

Sarah Christensen  
Santa Cruz County Regional Transportation Commission  
1523 Pacific Avenue, Santa Cruz, CA 95060  
831-460-3204 ~ schristensen@sccrtc.org

Email inquiries relating to this Request for Qualifications should include “Engineering Services RFQ” in the subject header.

BACKGROUND  
The Santa Cruz County Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line from Union Pacific Railroad in 2012. The RTC is a state-designated public agency with regional transportation planning and project implementation responsibilities that cross city-county boundaries. The 32-mile Santa Cruz Branch Rail Line is situated along the Monterey Bay on the central coast of California, southwest of Silicon Valley.

This is an active rail line, with freight and recreational rail service. Routine maintenance operations are performed by a short line operator, and include periodic inspections, replacements and rehabilitation of the structures, tracks, and other components.

Some civil engineering and surveying is required which may fall outside of the jurisdiction of the short line operator, requiring the work laid out in this Request for Qualifications.

PROJECT DESCRIPTION  
The Santa Cruz County Regional Transportation Commission (RTC) is seeking qualified consultants to assess, design and/or complete engineering projects on an as-needed basis on the Santa Cruz Branch Rail Line. Three types of qualifications are needed: Civil Engineering, primarily to address grade crossing concerns, and storm damage repair, Structural Engineering, primarily to address rail bridge concerns, and Construction Management to support the RTC with oversight of work along the Santa Cruz Branch Rail Line and other needs. Project budgets will be determined on an as-needed basis as project locations and requirements are determined. A copy of one of RTC’s template agreements is included in Attachment A. The Requirements for Contracts Using State Funds is included in Attachment B.
It is important that the consultant have the capability to work closely with RTC staff. The consultant must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

**SELECTION PROCESS**

The RTC will establish a committee to review the qualifications. Based on the findings of the evaluation committee, this review may be followed by an oral interview between the review committee and the highest ranked firm(s). Based on the recommendations of the review committee, RTC staff will select up to 5 consultants for each of the 3 categories. Upon selection, the consultants will be recommended to the RTC Board for final selection and approval.

Specific project scopes of work and budgets will be issued on a Task Order basis for projects according to the current billing rates of the consultant. The RTC does not guarantee a specific dollar amount of projects will be contracted with the selected consultants. The RTC reserves the right to accept or reject any and all firms, to waive minor irregularities, and to request additional information at any stage of the evaluation.

The selection process shall be based upon the determination of the most qualified consultant(s). Factors to be considered in selecting the consultant(s) based on statement of qualifications are indicated below:

1) Understanding of work to be done & local context – Up to 15 points
2) Specialized experience with similar kinds of work – Up to 20 points
3) Quality of staff for work to be done, including experience and qualifications of the Project Manager, the team, and the key staff with similar projects – Up to 20 points
4) Technical ability in connection with the type of services required and tools available – Up to 25 points
5) Past record of performance on contracts with RTC, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, and ability to meet schedules – Up to 10 points
6) Familiarity with State and other required procedures – Up to 10 points

**Maximum: 100 points**

The review of the statement of qualifications may be followed by an oral interview between the review committee and the highest ranked firm(s). If
oral interviews are conducted, the factors to be considered in oral interviews will be provided at the time of the short-list notification.

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This RFQ and any addenda will be posted on the Santa Cruz County Regional Transportation Commission’s website (www.sccrtc.org/consult). Questions and answers regarding the request for qualifications will also be posted on the website. All potential bidders are responsible for checking the website for any addenda to the bid documents. To receive email notifications of addenda to this RFQ, prospective proposers must submit an email request to the Project Manager (schristensen@sccrtc.org) by noon on February 20, 2018.

Any requests for clarification in this Request for Qualifications must be received by the RTC no later than **12 noon, Pacific Standard Time, on February 20, 2018**, to guarantee response or consideration. Responses to questions concerning this Request for Qualifications posed by this deadline will be posted on the RTC’s website (www.sccrtc.org/consult).

SUBMITTAL REQUIREMENTS/ FORMAT

All interested firms are required to submit one (1) digital copy of their Qualifications for each area of expertise to perform the requested consulting services in PDF format. The Statement of Qualifications must include the names and qualifications of all personnel to be employed on the project. The Statement of Qualifications should provide a short description of the firm’s experience with projects that relate to the area of expertise. A list of references of past clients for projects related to the area of expertise should be included. The Statement of Qualifications for each of the areas of expertise should be no more than 10 pages.

A. Project Team
The Statement of Qualifications shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The Statement of Qualifications shall demonstrate that the key personnel have the time available to work on the project.

B. Demonstrated Knowledge
The Statement of Qualifications shall include the assigned project team’s demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts.

For all submissions, specific expertise should be shown in:
• Experience with state and federally funded projects, including compliance and constraints.
• Experience with Caltrans and federal forms, contract administration, invoicing procedures, and audits.
• Experience with U.S. Army Corps of Engineers, California Department of Fish & Wildlife, Coastal Commission, Regional Water Quality Control Board, and other permit compliance.
• Experience with technical studies and CEQA and NEPA documentation and compliance.
• Experience with railroad operation and facilities including with regulatory agencies such as the Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC.)
• Experience with railroad engineering requirements and practices including those of the American Railway Engineering and Maintenance-of-Way Association (AREMA.)
• Experience with coordination of multiple agencies and jurisdictions (City, County, SCCRTC, CPUC, Railroad, Utilities, etc.) and the public.
• Experience with maintaining project schedule and cost effectiveness.
• Experience with addressing local concerns and reaching community consensus.

For **Civil Engineering** submissions, specific expertise should be shown in:

• Experience with drainage systems over and adjacent to sensitive waterways and habitats.
• Experience with storm damage repair, including hydrology/hydraulics, geotechnical engineering, hazardous waste remediation, utility locating/conflict analysis, environmental permitting, and railroad engineering/design.
• Experience with topographic and right of way surveys, and with performing complex title searches.
• Experience with intersection, mid-block, and railroad pedestrian and vehicle crossings and the California Manual on Uniform Traffic Control Devices (MUTCD) standards.

For **Structural Engineering** submissions, specific expertise should be shown in:

• Experience inspecting rail bridges.
• Experience in railroad structure design.

For **Construction Management** submissions, specific expertise should be shown in:
• Experience performing construction inspections of at-grade railroad crossings, storm damage repair projects, and improvements to railroad bridges.
• Experience reviewing draft plans and specifications and preparation of an evaluation report of findings.
• Managing/Administering the bidding process and construction activities.

C. Work Plan
The Statement of Qualifications shall:
• Identify and describe approach for at least three similar projects
• Include sample(s) of assessment and/or design for each area of expertise

D. References
The Statement of Qualifications shall include at least three (3) recent references from past clients for similar types of projects.

E. Current Fee Schedule
A completed Exhibit 10-H (Attachment C) shall be submitted in a separate sealed envelope along with the original proposal and copies, and will not be opened by the RTC until the technical review of the proposal has been completed. Do not state your fee/cost for services anywhere in the body of your Statement of Qualifications.

Response Due Date: All documents must be submitted to the Santa Cruz County Regional Transportation Commission via email at: info@sccrtc.org by 12:00 noon on Thursday, March 8, 2018.

PROPOSED SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity</th>
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<tbody>
<tr>
<td>February 8, 2018</td>
<td>Distribute RFQ</td>
</tr>
<tr>
<td>February 20, 2018</td>
<td>Requests for clarification/questions due</td>
</tr>
<tr>
<td>March 8, 2018</td>
<td>Response to RFQ due from Consultants</td>
</tr>
<tr>
<td>March 16, 2018</td>
<td>Review and Rank Submittals</td>
</tr>
<tr>
<td>TBD</td>
<td>Interview Top Ranked Consultants (if needed)</td>
</tr>
<tr>
<td>April, 2018</td>
<td>Select Top Ranked Consultants for RTC Board Approval</td>
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MISCELLANEOUS

A. **Modification or Withdrawal of Submittals**
   Any responses received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, however, the modified Statement of Qualifications must be received by the time and date specified above.

B. **Property Rights**
   All documents, including specific RFQ responses, received within the prescribed deadline become the property of the RTC and all rights to the contents therein become those of the RTC.

C. **Confidentiality**
   Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After selections are made, all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

D. **Amendments to Request for Qualifications**
   The RTC reserves the right to amend the Request for Qualifications by addendum before the final submittal date.

E. **Non-Commitment of the RTC**
   This Request for Qualifications does not commit the RTC to award a contract, to pay any costs incurred in the preparation of a Statement of Qualifications for this request, or to procure or contract for services.

   All products used or developed in the execution of any contract resulting from this Request for Qualifications will remain in the public domain at the completion of the contract.

F. **Conflict of Interest**
   The prospective consultant shall disclose any financial, business or other relationship with the RTC or its board members that may have an impact upon the outcome of this contract. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or RTC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on RTC projects.
G. **Nondiscrimination**

The prospective consultant must certify compliance with nondiscrimination requirements of the RTC pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

H. **Final Selection and Protests**

The RFP process is considered concluded when notice is sent to all participating consultants indicating which consultants will be recommended for Board approval. The firm recommended is not a final selection and no contract is certain until approved by the RTC board.

Protestants shall submit a detailed written statement of protest to:

Santa Cruz County Regional Transportation Commission
1523 Pacific Avenue
Santa Cruz, CA 95060

no later than two (2) days prior to the Board meeting to enable proper consideration by the RTC board.

**QUESTIONS**

If you need assistance or have any questions, please contact Sarah Christensen, at (831) 460-3204 or schristensen@sccrtc.org.

Attachments:

A. Sample RTC Standard Agreement for Professional Services
B. Requirements for Contracts Using State Funds
C. Exhibit 10H
ATTACHMENTS
ATTACHMENT A
SAMPLE RTC STANDARD AGREEMENT

THIS AGREEMENT made and entered into this ______ day of (Month), 20____ by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and (Company name), hereinafter called CONSULTANT for (services/project name). The parties agree as follows:

1. DUTIES.

A. CONSULTANT agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: (services/project name and location-if applicable), as specified in Exhibit A: Scope of Services, which by this reference is incorporated herein.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Firm</th>
<th>Function</th>
</tr>
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<tbody>
<tr>
<td>Principal</td>
<td>in Charge</td>
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<tr>
<td>Project</td>
<td>Manager</td>
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C. No person named in paragraph B of this Section, or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of COMMISSION. Such consent shall not be unreasonably withheld.

D. CONSULTANT’S PROGRESS REPORTS AND/OR MEETINGS

1) CONSULTANT shall perform the services in accordance with the Project Schedule attached hereto (Exhibit B) and incorporated by reference. The CONSULTANT shall submit written progress reports with each invoice. The report should be sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings; and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

2) The CONSULTANT’s Project Manager shall meet with the COMMISSION’s Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION.

In consideration for CONSULTANT accomplishing work to be performed under this contract (as described in Exhibit A: Scope of Services and Exhibit B: Project Schedule), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, dated DATE, attached hereto (Exhibit C) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

A. Total payment is not to exceed:

1. $_____ for time and materials at the rates and conditions set forth in Exhibit B: Fee Schedule, which by this reference is incorporated herein.

   a. The COMMISSION shall reimburse the CONSULTANT for actual costs (including labor costs, subcontracts) incurred by the CONSULTANT in performance of the work,
in an amount not to exceed $____________ exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in the approved CONSULTANT’S Cost Proposal (Exhibit B: Fee Schedule).

b. In addition to the allowable incurred costs referred to in Section 2.A of this Agreement, the COMMISSION shall pay the CONSULTANT a fixed fee of $___________. Said fixed fee shall not be altered for the term of the Agreement, unless the parties amend the Agreement to reflect a significant alteration in the scope, complexity, or character of the work to be performed.

B. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the overhead rate set forth in the Fee Schedule.

C. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.

E. Progress payments will be made no less than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. A pro rata portion of the CONSULTANT’s fixed fee, if applicable, will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, the COMMISSION may delay payment and/or terminate this Agreement in accordance with the provisions of Section 4 of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

G. CONSULTANT shall not exceed milestone cost estimates as shown in Exhibit B, except with the prior written approval of the Contract Manager.

H. The CONSULTANT will be reimbursed after receipt by the COMMISSION’s Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONSULTANT is billing. Invoices shall be mailed to the COMMISSION’s Contract Manager at the following address:

SCCRTC – Attn: Sarah Christensen
1523 Pacific Ave, Santa Cruz, CA, 95060

The invoices must include the following information:
1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed with timesheet backup during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this Agreement;
5. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work;
6. Written progress reports, in a format to be mutually agreed upon, that is sufficiently detailed for the Contract Manager to determine if the CONSULTANT is performing to expectations and is on schedule; provides communication of interim findings;
addresses any difficulties or special problems encountered, so remedies can be developed; and other information as requested by COMMISSION.

7. CONSULTANT's final invoice must be submitted within 60-calendar days after acceptance of the CONSULTANT’s work by the Contract Manager.

I. Transportation and subsistence expenses shall not exceed the rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules or to employees under current U.S. General Service Administration rules.

3. SCHEDULE. CONSULTANT shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COMMISSION and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONSULTANT to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

4. TERM. This Agreement shall take effect on (DATE); contingent upon prior approval by the COMMISSION governing board, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION’S Contract Manager. The Agreement shall end on (DATE), unless earlier terminated or extended by contract amendment. The CONSULTANT is advised that this Agreement is not binding and enforceable until it is fully executed and approved by the COMMISSION's board.

5. EARLY TERMINATION.
   A. COMMISSION reserves the right to terminate this Agreement upon giving CONSULTANT thirty (30) days advance written notice thereof. Upon the effective date of termination CONSULTANT shall cease all work under this Agreement. Within thirty days of the COMMISSION's receipt of CONSULTANT's final billing, COMMISSION shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by COMMISSION to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against COMMISSION under this Agreement.

6. INDEMNIFICATION.
   To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers) from and against:
   A. Any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney fees, incurred by COMMISSION in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.

   B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT’S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COMMISSION.

D. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

E.

7. **SAFETY**
   A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COMMISSION Safety Officer and other COMMISSION representatives.

   B. Areas within the limits of the project are open to public and private traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

   C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

8. **INSURANCE.**
   CONSULTANT, at its sole cost and expense, for the full term of this Agreement, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT’S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

   A. **Types of Insurance and Minimum Limits**
      1) Workers’ Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here ________.

      2) Automobile Liability Insurance for each of CONSULTANT’S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT’S employees), leased or hired vehicles, in the minimum amount of $1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COMMISSION both certify to this fact by initialing here _____/_____.

      3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of one million dollars ($1,000,000)per occurrence, and $2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4) Professional Liability Insurance in the minimum amount of one million dollars ($1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION __ / ____.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Agreement.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement is provided on a “Claims Made” rather than “Occurrence” form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this Agreement, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter “post agreement coverage”) and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2) All policies of Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.

3) All required insurance policies shall be endorsed to contain the following clause:
   “This insurance shall not be canceled until after thirty (30) days (10 days for nonpayment of premium) prior written notice has been given to:

   Santa Cruz County Regional Transportation Commission
   Attn: Yesenia Parra
   1523 Pacific Avenue
   Santa Cruz, CA 95060

Should CONSULTANT fail to obtain such an endorsement to any policy required hereunder, CONSULTANT shall be responsible to provide at least thirty (30) days’ notice (10 days for non-payment of premium) of cancellation of such policy to the COMMISSION as a material term of this Agreement.
4) CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County Regional Transportation Commission  
Attn: Yesenia Parra  
1523 Pacific Avenue  
Santa Cruz, CA 95060

5) The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

6) If any insurance policy of CONSULTANT required by this document includes language conditioning the insurer’s legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.

7) CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured.

8) CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.

9) CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this Agreement by a subconsultant compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **FEDERAL, STATE AND LOCAL LAWS.** CONSULTANT warrants that in the performance of this Agreement, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall
notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.

Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

10. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS. During and in relation to the performance of this Agreement, CONSULTANT agrees to the following:

A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

B. Consultant and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

D. CONSULTANT shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The CONSULTANT’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

E. Consultant and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this section.

F. In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

11. HARASSMENT. The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any
employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

12. **CONFLICT OF INTEREST**

   A. CONSULTANT shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this contract, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COMMISSION construction project, which will follow.

   B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

   C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

13. **LICENSES.** If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

14. **INDEPENDENT CONSULTANT STATUS.** CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent CONSULTANT and not an employee of COMMISSION. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

   **PRINCIPAL TEST:** The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

   **SECONDARY FACTORS:** (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.
By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this Agreement is in fact an independent CONSULTANT.

15. RETENTION AND AUDIT OF RECORDS. For any purpose, including but not limited to determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., if applicable and other matters connected with the performance of the contract pursuant to Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7; CONSULTANT, subconsultants, and the COMMISSION shall each maintain and make available for inspection all books, source documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the Agreement.

All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever is later. The CONSULTANT shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, the Federal Government or any duly authorized representative of the state or federal government upon request. This includes access to any books, records, and documents that are pertinent to the fulfillment of this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000 shall contain this provision.

Contractor and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

16. INSPECTION OF WORK
The CONSULTANT and any subconsultant shall permit the COMMISSION and the STATE to review and inspect the project activities and files at all reasonable times during the term of this Agreement including review and inspection on a daily basis.

17. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

18. WORK PRODUCTS/OWNERSHIP OF DATA. All material, data, information, and written, graphic or other work produced under this Agreement is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.

A. Upon completion of all work under this contract, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this Agreement (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.
B. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

19. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION’s operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COMMISSION’s actions on the same, except to COMMISSION’s staff, CONSULTANT’s own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION’S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

20. DISPUTES. This Agreement shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and shall comply with COMMISSION’s instructions.

A. Any dispute, other than audit disputes, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the COMMISSION’s Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT. The committee’s determination regarding such dispute shall be final unless the committee determines, in its sole discretion, that the dispute shall be determined by the Board of COMMISSION.

B. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

21. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this Agreement that is not disposed of by agreement, shall be reviewed by the COMMISSION’S Contract Manager.
B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION’S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director’s determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the Board of COMMISSION.

C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.

22. SUBCONTRACTING
A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by the COMMISSION’S Contract Manager, except that, which is expressly identified in the approved Fee Schedule.

B. The CONSULTANT shall not assign the Agreement without the prior written consent of the COMMISSION.

C. Any substitution of subconsultants must be approved in writing by the COMMISSION’s Contract Manager prior to the start of work by the subconsultant.

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

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

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions required by this Agreement to be applicable to those subconsultants.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. NOTIFICATION. All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME)__________, Project Manager

(ADDRESS)________________________

COMMISSION:
25. COMPLETE AGREEMENT
   A. AGREEMENT: The two parties to this Agreement, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this Agreement constitutes the entire Agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

   B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this Agreement subsequent to, and in accordance with the authorization granted by the COMMISSION.

   C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This Agreement includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. The COMMISSION’s waiver of CONSULTANT's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver for any future performance of such term(s) or condition(s).

   D. Attachments are:
      • Exhibit A: Scope of Services
      • Exhibit B: Project Schedule
      • Exhibit C: Fee Schedule

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. _______ to be executed on the date first written above.

1. CONSULTANT
   By: _______________________________
   SIGNED
   PRINTED
   Company Name: _____________
   Address: ______________
   Telephone: (        ) __________
   Fax: (        ) __________
   Email: ________________________

2. SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
   By: _____________________________
   SIGNED
   PRINTED
3. APPROVED AS TO INSURANCE:

_________________________     _________________________
Administrative Services Officer          COMMISSION Counsel

DISTRIBUTION:   RTC Fiscal & Contract Manager; Consultant
ATTACHMENT B
Requirements for Contracts using State Funds

Some or all of the following provisions shall be included in all RTC contracts utilizing State funding:

1. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code and other applicable statutes and regulations.

2. Project related travel and subsistence and travel expense shall not exceed rates authorized to be paid STATE employees under current State Department of Personnel Administration (DPA) rules.

3. Contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. Contractors and subcontractors accounting systems shall conform to General Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of contractors and subcontractors shall be maintained for a minimum of three years from the date of final payment to RTC and shall be held open to inspection and audit by representatives of STATE, the California State Auditor and auditors of the Federal Government. Copies thereof will be furnished by contractors and subcontractors upon receipt of any request made by the STATE or its agents.

4. Contractors and subcontractors shall agree that - (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) they shall comply with Federal administrative procedures in accordance with 49CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

5. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500, et seq., when applicable, and other matters connected with the performance of the RTC’s contracts with third parties pursuant to Government Code Section 8546.7, contractors and subcontractors and shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. All of the above
referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to the RTC.

6. In the performance of work under these provisions, contractor(s) and all subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or family care leave. Contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractors and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements. The RTC shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this RFP.

7. Contractor(s) and subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with any applicable fund transfer agreement (FTA).

8. Clauses to effect the California Labor Code requirements that all workers employed on public works projects (as defined in California Labor Code § 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations.
### ATTACHMENT C

Exhibit 10-H  Sample Cost Proposal (Example #2)  Page 1 of 2

**Specific Rate of Compensation (use for on-call or as-needed contracts) (Construction Engineering and Inspection Contracts)**

**Note:** Mark-ups are Not Allowed

Consultant or Subconsultant _______________________________  Contract No. ______________  Date _______________

<table>
<thead>
<tr>
<th>Fringe Benefit %</th>
<th>Overhead %</th>
<th>+ General Administration %</th>
<th>= Combined Indirect Cost Rate (ICR) %</th>
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<tr>
<td></td>
<td>(= 0% if Included in OH)</td>
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FEE % = ______________

### BILLING INFORMATION

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<tr>
<th>Name/Job Title/Classification</th>
<th>Hourly Billing Rates&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Effective date of hourly rate</th>
<th>Actual or Avg. hourly rate&lt;sup&gt;3&lt;/sup&gt;</th>
<th>% or $ increase</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Straight  OT(1.5x)  OT(2x)</td>
<td>From To</td>
<td></td>
<td></td>
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<tr>
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<td>$0.00  $0.00  $0.00</td>
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<td></td>
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</tr>
<tr>
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<td>$0.00  $0.00  $0.00</td>
<td>01/01/2000  12/31/2000</td>
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<td>0.0%</td>
<td>Not Applicable</td>
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<td>Engineer III</td>
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<tr>
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<td>01/01/2000  12/31/2000</td>
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<td>$00 - $00</td>
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<td>$0.00  $0.00  $0.00</td>
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<td>$00 - $00</td>
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<tr>
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<td>$0.00  $0.00  $0.00</td>
<td>01/01/2002  12/31/2002</td>
<td>$0.00</td>
<td>0.0%</td>
<td>$00 - $00</td>
</tr>
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1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**NOTES:**
- Denote all employees subject to prevailing wage with an asterisks (*)
- For “Other Direct Cost” listing, see page 2 of this Exhibit
Consultant or Subconsultant ___________________________ Contract No. _______________ Date ________________

**SCHEDULE OF OTHER DIRECT COST ITEMS**

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<th>DESCRIPTION OF ITEMS</th>
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<th>UNIT SUMMARY</th>
<th>SUBCONSULTANT #2</th>
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<td>TOTAL</td>
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<tr>
<td>Subconsultant #1</td>
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<td>Subconsultant #2</td>
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<td>Special Tooling</td>
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<td>A.</td>
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<td>B.</td>
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<td>C.</td>
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<td>Travel</td>
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<td>B.</td>
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<tr>
<td>C.</td>
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</tbody>
</table>

**IMPORTANT NOTES:**

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