



Santa Cruz County Regional Transportation Commission

--NOTICE--

**Request for Proposals (RFP)
for Professional Engineering Services**

**Santa Cruz Branch Rail Line (SCBRL)
Electric Passenger Rail Transit & Trail Project between Pajaro
Junction and Santa Cruz**

The Santa Cruz County Regional Transportation Commission (RTC) invites interested parties to submit a proposal for preliminary engineering and environmental documentation components of a proposed SCBRL Electric Passenger Rail Transit & Trail Project (Project) between Pajaro Junction and Santa Cruz.

Issue Date: Monday, August 8, 2022

Closing Date: Thursday, September 22, 2022 at 12:00 PM

Interested parties must deliver one (1) double-sided paper copy, as well as one (1) electronic PDF version of the proposal and one (1) paper copy sealed cost proposal setting forth a proposed fee schedule by the closing date.

Proposals relating to this RFP shall be submitted to:
Santa Cruz County Regional Transportation Commission (RTC)
Subject: RFP2153
Attention: Riley Gerbrandt, P.E.
Mail: 1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
Electronic: info@sccrtc.org
Phone: 831-460-3200

This notice, along with its enclosures, comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP. Email inquiries relating to this RFP should include "Rail Transit RFP2153" in the subject header. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and addenda will be available at: <http://www.sccrtc.org/about/opportunities/rfp/>.





**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
1101 PACIFIC AVENUE, SUITE 250, SANTA CRUZ, CA 95060**

DATE: August 8, 2022
TO: Interested Consultants
FROM: Guy Preston, Executive Director
SUBJECT: Request for Proposals (RFP) 2153 for Santa Cruz Branch Rail Line (SCBRL) Electric Passenger Rail Transit & Trail

INVITATION

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and experienced consultants to submit a proposal for professional engineering services with a Fee Schedule that includes an estimate of costs per task including other direct costs (ODCs) to complete the project in a separate sealed envelope. Please submit one (1) paper copy and one (1) digital copy of your Proposal.

REQUEST FOR PROPOSALS

The RFP is available on the RTC website: www.sccrtc.org/about/opportunities/rfp/ and at the RTC office.

RESPONSE DUE DATE

Proposals are due in the Santa Cruz County Regional Transportation Commission (SCCRTC) office by **12:00 PM on Thursday, September 22, 2022**. Any proposals received after the date and time specified above will not be considered. RFP Responses shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal.

PROCUREMENT SCHEDULE

Monday August 8, 2022	Distribute RFP
Thursday August 18, 2022 10:00 AM	Pre Proposal Meeting (via Zoom)
Friday August 26, 2022 12:00 PM	Requests for clarification/questions due
Thursday Sept 22, 2022 12:00 PM	Proposals Due
Wednesday October 5, 2022	Interview Short Listed Consultants
Thursday, November 3, 2022	Commission Awards Contract
Thursday, November 10, 2022	Notice to Proceed

CONTACT

Responses and inquiries relating to this RFP shall be submitted to:
Santa Cruz County Regional Transportation Commission
Attn: Riley Gerbrandt, P.E.



1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
831-460-3200 / Email: info@sccrtc.org

Email inquiries relating to this Request for Proposals should include "Rail Transit RFP2153" in the subject header.



Request for Proposals: Electric Rail Transit along the Santa Cruz Branch Rail Line

Project Description

The Santa Cruz County Regional Transportation Commission (RTC) is seeking proposals from qualified and experienced professional engineering consultants to perform preliminary engineering and environmental documentation for a proposed Electric Rail Transit and Trail project along the RTC-owned Santa Cruz Branch Rail Line (SCBRL) right of way (Project).

The proposed Project would construct a new Electric Rail Transit System along the SCBRL. The proposed project would also complete a continuous multi-use trail adjacent to the rail facility along sections of the rail line where work on the trail is not already actively under development.

RTC intends to issue a contract to commence an initial scope of work and contract amendments to complete all work scope necessary to deliver a project concept report, preliminary engineering, environmental documentation, and optional tasks for preliminary engineering for procurement or final design and final right-of-way services, depending on the delivery method chosen and the performance of the consultant.

Background Information

The Santa Cruz County Regional Transportation Commission (RTC) is the state-designated regional transportation planning agency for Santa Cruz County, California, a coastal area bordering the San Francisco Bay Area with a population of approximately 270,000. The RTC is responsible for planning, developing, and managing multi-modal transportation projects that include highway, bicycle, pedestrian, freight rail, passenger rail, and transportation demand management programs. The RTC is responsible for securing and administering local, state, and federal funds to implement projects and programs consistent with approved transportation policies. Implementation of federally-mandated activities is done in coordination with the region's Metropolitan Planning Organization (MPO) - the Association of Monterey Bay Area Governments (AMBAG) and the California Department of Transportation (Caltrans). The RTC is governed by a board of directors comprised of all 5 County Supervisors, a representative from each of the 4 cities in the county (Capitola, Santa Cruz, Scotts Valley, and Watsonville), and 3 representatives from the Santa Cruz Metropolitan Transit District. Additional information about the RTC is available at www.sccrtc.org.

In 2012, the RTC completed the purchase of approximately 32-miles of the SCBRL, from MP 0.433 (east boundary of Salinas Road in Pajaro) to MP 31.39 (north of Highway 1 in Davenport) from Union Pacific Railroad. The SCBRL is a single-track active short line freight railroad that commences at Pajaro Junction and travels through Santa Cruz County along a right-of-way of varying width, ending in Davenport. The proposed



project area extends approximately 22-miles from Pajaro Junction located in Monterey County to Shaffer Road in the City of Santa Cruz. The rail line has 33 existing bridges, 5 overhead structures, 70 drainage cross culverts, and 81 public and private at-grade crossings within the proposed project area.

When the RTC purchased the SCBRL, Union Pacific retained a freight easement over all tracks on the SCBRL. Union Pacific transferred the freight easement to a contracted shortline railroad operator selected by the RTC. The RTC has an [Administration, Coordination, and License \(ACL\)](#) agreement with the shortline railroad operator which allows for the development of passenger rail and trail on the SCBRL. In addition, to owning the freight easement, the shortline railroad operator is the common carrier on the SCBRL designated by the Surface Transportation Board (STB). Currently there is active freight served along the southernmost 3 miles of the line in the City of Watsonville. The 10-year ACL agreement was executed in 2018 and requires the RTC to complete initial repairs on the line in phases. The first phase of the initial repairs between MP 0 and MP 7 has been completed. RTC has also completed all storm damage repairs and some track repairs, north of MP 7. RTC staff estimates \$50 and \$60M in additional repairs will be needed to resume freight service over the entire line, which includes full replacement of the out-of-service wrought iron single span bridge over Soquel Creek. The freight demand north of MP 3.0 is unknown at this time.

The RTC has conducted a number of [Rail Service Studies](#). A Passenger Rail [Transit Feasibility Study](#) was prepared in 2015 which analyzed a range of rail transit service scenarios on the Santa Cruz Branch Rail Line. The RTC conducted the Unified Corridor Investment Study in 2019 that evaluated 3 parallel routes along Highway 1, Soquel Avenue/Soquel Drive/Freedom Boulevard and the branch line, which serves as the County's comprehensive multimodal corridor plan. The Unified Corridor Investment Study preferred scenario for the branch line included both high-capacity public transit and a bicycle and pedestrian trail. The [Transit Corridor Alternatives Analysis](#) and Rail Network Integration Study (TCAA/RNIS) was completed in 2021 which evaluated public transit investment options for an integrated transit network for Santa Cruz County utilizing all or part of the length of the branch line right-of-way, between Pajaro Station and Shaffer Road. The TCAA/RNIS identified the locally preferred transit alternative (LPA) as being Electric Passenger Rail. A [draft TCAA Business Plan](#) was also developed for potential delivery of the TCAA LPA.

Pajaro Junction and the location of the proposed Pajaro station lies in Monterey County and remains under the ownership of Union Pacific. The Transportation Agency for Monterey County (TAMC) proposes to build a passenger rail station in Pajaro to serve future expanded passenger rail service on the Union Pacific main line between Salinas and San Jose. The selected consultant will need to coordinate with both Union Pacific and TAMC to provide a facility that will provide a cross platform connection to the passenger rail service proposed along the Union Pacific main line.



The Monterey Bay Sanctuary Scenic Trail Network (MBSST) is a proposed 50-mile bicycle and pedestrian trail network. The 32-mile spine of the network (the Coastal Rail Trail) is a Class 1 multi-use bicycle and pedestrian facility traversing along the SCBRL from Davenport to Pajaro Junction. Additional information can be found at www.sccrtc.org/mbsst. The selected consultant for the SCBRL Electric Passenger Rail Transit & Trail Project will need to coordinate with coastal rail trail projects under development and will include the full trail in the project concept report, and will also prepare conceptual engineering, environmental documentation, and subsequent tasks dependent on delivery method for all remaining trail segments within the project area. The delivery status and implementing agencies for the Coastal Rail Trail Projects within the project area (Pajaro Junction to Santa Cruz):

Trail Segment	Southern Limit	Northern Limit	Delivery Status	Implementing Agency
7 Ph1	Bay Street	Natural Bridges	Complete	City of Santa Cruz
7 Ph2	Pacific Avenue	Bay Street	Under Construction	City of Santa Cruz
8 Ph1	Cantilever Structure over San Lorenzo River		Complete	City of Santa Cruz
8 Ph2	San Lorenzo River	Pacific Avenue	Environmental	City of Santa Cruz
9	17 th Avenue	San Lorenzo River	Environmental	City of Santa Cruz
10	47 th Avenue	17 th Avenue	Environmental	County of Santa Cruz
11 Ph1	State Park Drive	47 th Avenue	Environmental	County of Santa Cruz
11 Ph2	Capitola Trestle		Planning	RTC
12	Rio del Mar	State Park Drive	Environmental	RTC
13	Hidden Beach	Rio del Mar	Planning	RTC
14	Seascape Park	Hidden Beach	Planning	RTC
15	San Andreas Road	Seascape Park	Planning	RTC
16	Buena Vista Drive	San Andreas Road	Planning	RTC
17	Lee Road	Buena Vista Drive	Planning	RTC
18 Ph1	Ohlone Parkway	Slough Trail	Complete	City of Watsonville
18 Ph2	Slough Trail	Walker Street	Planning	City of Watsonville or RTC
18 Ph3	Lee Road	Ohlone Parkway	Planning	City of Watsonville or RTC

Trail Segment	Southern Limit	Northern Limit	Delivery Status	Implementing Agency
19	Pajaro River (along Walker Street)	Beach Street	Planning	RTC
20	Pajaro Station	Walker Street	Planning	RTC

The Pajaro River Bridge should be assumed to be replaced as part of the Project, but could potentially be replaced by [Pajaro River Flood Risk Management Project](#) currently under development by the US Army Corps of Engineers (USACE) in partnership with the Counties of Santa Cruz and Monterey. The flood control project is in the environmental review phase and involves the elevation of the bridge being raised 4 to 6 feet. The bridge may also need to be lengthened to conform to the new levee locations proposed by the flood control project.

The County of Santa Cruz is implementing Segment 11 of the Coastal Rail Trail between 47th Avenue and State Park Drive within portions of the City of Capitola and unincorporated County. The Coastal Rail Trail project ultimate configuration includes a gap in the trail between the Cliff Drive parking lot and the intersection of Monterey Avenue and Capitola Avenue. The Electric Passenger Rail Transit & Trail Project scope includes filling the gap to construct a continuous trail by adding a new bicycle and pedestrian bridge adjacent to the Capitola Trestle or constructing a new multimodal bridge of sufficient width for the trail adjacent to rail.

In November 2016, Santa Cruz County voters passed Measure D, a 1/2-cent transactions and use tax for transportation, which includes 8% of the revenue to fund Rail Infrastructure Preservation and studies for rail transit along the Santa Cruz Branch Rail Line. The RTC wishes to leverage this local source of funds to advance the preliminary engineering and environmental components of the project. The RTC anticipates issuing a contract to commence an initial scope of work and contract amendments to complete all work scope necessary to deliver a project concept report, conceptual engineering, environmental documentation, and preliminary engineering for the proposed project, based on availability of funds and success of grant pursuits. A high-level scope of work is included as *Attachment A*.

Minimum Qualifications

The selected consultant can be a firm or firms who must demonstrate to RTC and the selection committee the following professional qualifications:

- The Respondent shall be a Civil Engineering firm(s) with railway, active transportation, and structure design experience. The firm should demonstrate the ability to deliver the project within scope, budget, and schedule.



- The Respondent shall be familiar with preparing environmental documents and technical studies for projects.
- The Respondent shall be familiar with Caltrans requirements, policies, procedures, manuals and standards including compliance with the Surface Transportation Board (STB), Federal Railroad Administration (FRA), and Federal Transit Administration (FTA) requirements.

The RTC reserves the right to investigate the qualifications of all firms and persons under consideration, to include reference checks to confirm any part of the information furnished by a Consultant.

General Information

RFP Definitions:

Throughout this RFP, the following definitions will be used:

- “Contract” means a written agreement executed between the RTC and a selected respondent.
- “Consultant” or “Contractor” means the firm, team, or person qualified to provide services described in this RFP.
- “Respondent” means an individual, joint venture, or a company that submits, or intends to submit, a Proposal in response to this RFP.
- “RFP” or “Request for Proposals” means the process described in this document.
- “RFP Response” and “Proposal” mean all documents submitted by a respondent in reply to this RFP request.
- “RTC Contract Manager”, “RTC Project Manager”, or “Contract Administrator” means the lead RTC staff assigned to oversee work of the consultant selected to implement this project.
- “RTC website” means the website maintained by the Santa Cruz County Regional Transportation Commission (RTC) at www.sccrtc.org.

Inquiries: Inquiries will be accepted by phone, mail, or email. All inquiries related to this RFP should be directed to:

Riley Gerbrandt, P.E., Project Manager
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
Phone: 831-460-3200 / Email: info@sccrtc.org

Information obtained from other sources is not official and should not be relied upon for completion of the RFP. Inquiries and answers may be documented and available on the RTC website to all potential respondents at the RTC’s option.

Pre-Proposal Meeting:

A pre-proposal meeting will be held on **Thursday, August 18, 2022 at 10:00 am** via videoconference over ZOOM: <https://us02web.zoom.us/j/81726135965>



There will be opportunities for questions and answers, but time may be limited by scheduling constraints. *Interested parties are encouraged to submit questions or requests for clarification by email in advance of the meeting to info@sccrtc.org.* Responses to questions raised at the Pre-Proposal Meeting will be posted on the RTC website (see below).

Questions, Requests for Clarification and Additional Information on the RFP:

The RFP and any subsequent information regarding this RFP, including changes made to this document and questions/responses on this RFP, will be posted on the RTC's website: <http://www.sccrtc.org/about/opportunities/rfp/>. It is the sole responsibility of the respondent to check the website for addenda to the RFP documents. Any questions, requests for clarification or exceptions to RFP requirements must be received by RTC no later than 12:00PM on Friday, August 26, 2022 to guarantee response. Email questions or requests for clarification to: info@sccrtc.org. Responses to questions concerning this RFP posed before this deadline will be posted on the RTC website: <http://www.sccrtc.org/about/opportunities/rfp/>

Closing Date for RFP Responses: By 12:00PM on September 22, 2022 the RTC must receive one (1) hard copy, one (1) hard copy cost proposal in a separate sealed envelope, and one (1) electronic copy to the mail address listed on the cover of this RFP. Proposal materials received after this time will not be considered. Please submit electronic files on a compact disk or flash drive with the hard copy of your proposal. Do not make any reference to cost of services in the hard or electronic copies of the proposal.

Addenda to RFP: The RTC reserves the right to amend this RFP at any time up until the due date. Any amendments to or interpretations of the RFP shall be described in written addenda posted on the RTC website. All addenda issued shall become part of the RFP.

If the RTC determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the RTC determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

Scope of Services, Budget and Schedule

A high-level scope of services detailing the anticipated primary tasks associated with this consulting effort is included in this RFP as *Attachment A*. Consultant submissions are expected to include a proposed detailed scope of services as an attachment to the proposal, consistent with the proposer's work plan, understanding and approach. The consultant should also recommend an initial scope of services to represent the necessary work for a project concept report. Proposers shall include scope for optional task for preliminary engineering and right-of-way services for procurement of a design-



build contract or final design and right of way services of a traditional design bid build contract.

Work under this contract is expected to begin in November of 2022 with an expected initial task order budget of up to \$4 Million. Future task orders will be issued, as funding becomes available and initial project deliverables are approved. The contract payment terms may be actual cost-plus-fixed fee or firm fixed price. Proposers shall recommend a schedule to complete the full scope of work as part of their proposal.

Proposal Format

Respondents to this RFP must submit the appropriate number of copies of the Proposal in response to this RFP as described above and on the cover sheet. In keeping with RTC's resource conservation policy, proposers are asked to print proposals double-sided and are encouraged to use recycled paper with no plastic inserts for all proposals and reports. Covers and binding are not required, however, if provided they should be of recyclable material.

In order to simplify the review process and to facilitate comparative analysis, the proposal shall be organized in the following manner. Proposal content and completeness are most important; however, effort should be made to produce a complete, competitive, and qualifying response that is also concise. The **proposal content shall be limited to 25 pages**, not including attachments of resumes, detailed scope of services, project schedule, cost proposal, and cover letter. Folded 11x17 pages are acceptable and will be counted toward the page limit as a single page. The RTC, at its option, may require a Proposer to provide additional information and/or clarify requested information. The screening of proposals will determine which Proposers will be invited to an interview, if necessary.

The following information must be included in the Proposal submitted in response to this RFP:

1. **Signed Transmittal Letter:** Proposals must include a maximum 2-page transmittal letter indicating the name of the organization submitting the proposal; whether the proposing entity is an individual, partnership, corporation, company, or joint venture; the name, telephone number, email, and business address of the contact person who will be authorized to respond to questions regarding the Proposal; and the name of the individual authorized to negotiate the contract on behalf of the consulting entity. The transmittal letter should refer to this RFP by title and date, include statement of California licensing (if applicable), and be signed by a person authorized on behalf of the consulting firm to solicit business for the firm.
2. **Profile of the Firm:** This section shall include a brief description of the firm's size as well as the local organizational structure. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a)



any public project undertaken by the Respondent or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Respondent or its insurers within the last five years.

3. Firm Qualifications: This section shall provide a brief description of the Respondent's qualifications and previous experience on similar projects. Description of project experience shall include a summary of the work performed, total project capital cost, percentage of the work the firm was responsible for, period over which the work was completed, and the name, title, email, and phone number of the clients to be contacted for references. A minimum of 3 recent and relevant projects and client references shall be included for the Project Manager and each of the Key Personnel. At least one reference shall be provided for each recent and relevant project.
4. Project Staffing: This section shall discuss how the Respondent would staff this project. Respondent team members shall be identified by name, location, specific responsibilities, and estimated person-hours of participation. An organizational chart shall be included identifying "Key Personnel" who are members of the project team that may not be changed once the proposal is submitted without prior approval of the RTC. The organizational chart shall identify any Disadvantaged Business Enterprises (DBE) firms. The Project Manager and Key Personnel relevant experience will be an important factor considered by the RTC Review Committee.
5. Technical Approach/Work plan: This section of the proposal shall establish the Respondent's understanding of RTC's objectives and work requirements and Respondent's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. This information should be provided as part of the main proposal (unsealed) showing only the estimated hours allocated to complete each subtask as specified in the Scope of Services, a schedule for completing the work, and the percentage of the work performed by DBE firms. A sample Work Plan is included as *Attachment D*. The Respondent may also suggest technical or procedural innovations that have been used successfully on other projects that may facilitate the completion of this project. Consideration of practical, outside the box thinking is encouraged.
6. Cost Proposal: Include a cost proposal that outlines the budget for each task and related deliverables as outlined in the proposer's Scope of Services in a separate sealed envelope. The cost proposal shall include all costs to the RTC, including all labor, profit (not to exceed 10%), administrative and overhead fees and other direct costs broken down by tasks/subtask. The cost proposal shall show costs of

the prime consultant and all subconsultants, identifying which subconsultants are DBE. Mark-ups for subconsultants are not allowed.

7. **Required Forms:** Proposal must include the following completed forms:
 - a. Form 1 California Levine Act Statement regarding conflict of interest.
 - b. Form 2 Exceptions to the Agreement.
 - c. [LAPM Exhibit 10-01](#) Consultant Proposal DBE Commitment
 - d. [LAPM Exhibit 10-K](#) Consultant Annual Certification of Indirect Costs and Financial Management System. Complete one Exhibit 10-K for the prime consultant and one Exhibit 10-K for each subconsultant.
 - e. [LAPM Exhibit 10-H1](#) Cost Proposal. Complete one Exhibit 10-H1 for the prime consultant and one Exhibit 10-H1 for each subconsultant. Include one Exhibit 10-H4 for each consultant performing work subject to prevailing wages. Include completed forms in a sealed envelope separate from the proposal. Do not make any reference to cost in the electronic or hard copies of the proposal.
 - f. [LAPM Exhibit 10-Q](#) Disclosure of Lobbying Activities. Complete one Exhibit 10-Q for the prime consultant and one Exhibit 10-Q for each subconsultant.

Method and Criteria for Selection

RFP Response Review and Selection: An evaluation committee consisting of RTC staff and other individuals that the RTC deems appropriate will review each Proposal for completeness and content. The evaluation committee will analyze responses based on the needs described in this Request for Proposals (RFP) and the Scope of Services, including relevant experience of the consultant with federal- and state-funded projects. The evaluation committee will review and rank the Proposals and conduct interviews.

Responsive proposals will be evaluated as follows:

- **Project Understanding/Work Plan (up to 25 points)**
Understanding of the RFP objectives, project needs, and the completeness of the proposer's detailed scope of services, including percentages of hours allocated to the major tasks demonstrating the respondent's overall understanding of the project requirements.
- **Project Manager's Relevant Experience (up to 15 points)**
Relevant experience includes experience working on rail transit projects, conducting project development for complex railway improvement projects involving multiple agencies, understanding of local context, and ability to manage the schedule and budget in a dynamic environment. Information regarding the Project Manager's availability to take on this project shall be provided in the proposal.



- **Key Staff's Relevant Experience (up to 15 points)**
Relevant Experience includes experience working on rail transit projects, bicycle/pedestrian facilities, conducting project development for complex railway improvement projects involving multiple agencies, technical and procedural expertise, and understanding of local context. Information regarding the firms and individual Key Staff's availability to take on this project shall be provided in the proposal.
- **Expertise/Technical Approach to the Project (up to 30 points)**
Specialized experience with similar kinds of work and approach to delivering the full scope of service, including experience with local, state and federal procedures, capability to explore and develop innovative or advanced techniques and methods, successful community engagement including engaging with disadvantaged communities, past record of performance on contracts with RTC and other public agencies such as control of costs, quality of work, and ability to meet schedules.
- **Management Plan (up to 15 points)** Methods of project management including project communication, schedule and budget control, and quality assurance and quality control.

Any proposal that the evaluation committee determines does not include enough information to permit the evaluators to rate the proposal in any one of the listed evaluation criteria will be considered non-responsive and may not be further evaluated. A proposal that fails to include one or more items requested above under "Proposal Format" may be considered complete and generally responsive, if evaluation in every criterion area is possible.

For any proposal for which a sealed cost proposal is required, cost shall not be evaluated with the rest of the proposal; once proposals have been ranked under all other criteria, the cost proposal for the highest-ranked proposal shall be evaluated by the RTC, in its sole discretion, for fairness and reasonableness. If the cost is determined to be fair and reasonable, the RTC may proceed as provided herein with the highest-ranked proposal; if not, the RTC may proceed to evaluate the cost proposal of the next-highest ranked proposer, and the same procedure shall be undertaken with the next-highest ranked proposer as the highest-ranked proposer.

Interview Review and Selection: Following review of Proposals, the evaluation committee may conduct interviews with respondents or develop a short list of consultants to interview in order to make a final selection leading to negotiations for a contract for professional services. It is expected that key staff proposed to work on the project will attend interviews conducted as part of the selection process. Interviewees will be evaluated as follows:

- **Understanding the Required Scope of Work (up to 30 points)**, objectives, and project needs.
- **Management Approach and Staffing Plan (up to 25 points)** for performing the scope of services efficiently and effectively within a contract budget, scope of services, and schedule of deliverables.
- **Qualifications of the Firm(s) (up to 25 points)** and key staff, experience with similar kinds of work, including local, state and federal procedures, capability to explore and develop innovative or advanced techniques and methods, past record of performance on contracts.
- **Effectiveness of the Interview (up to 20 points)** in overall interview discussions and presentation.

Authority to Commit RTC: Based on the findings of the evaluation committee, the RTC Contract Manager and the Executive Director of the RTC may recommend to the RTC Commission that one or more consultants be selected to perform the work.

The contract will be awarded to the firm that presents the Proposal that in the opinion of the RTC Commission is the most advantageous to the RTC, based on the evaluation criteria. Upon approval by the RTC Commission, the Executive Director will be authorized to enter into an agreement with the selected consultant. The RTC may accept or reject any and all proposals and waive any and all formalities and irregularities at any stage of the evaluation as it may deem to be in the best interest of the RTC.

Selection Disputes

Respondents not selected for interview or contract award will be informed by mail and/or email. Upon request, the RTC will offer a debriefing to respondents who were not selected, at a mutually agreeable time after award of the contract.

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or may object to the selection of a particular consultant on the grounds that RTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied. Any objection must be submitted in writing to the RTC Contract Manager and must include an explanation of the basis for the objection:

1. No later than 4:00 pm on the fifth business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 pm on the fifth business day after the date the proposer is notified that its Proposal was found to be non-responsive or did not meet the minimum qualifications; or



3. No later than 4:00 pm on the fifth business day after the date on which a proposer is notified that it was not recommended for selection, or that another proposer is recommended for selection for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC authorizes the award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail. The RTC Contract Manager will respond to the objection in writing within thirty days. No contract to a consultant shall be executed until the expiration of the objection period or, if an objection is filed, the issuance of a written response to the protest by the RTC Contract Manager.

The proposer may appeal the decision of the RTC Contract Manager by filing a written appeal with the RTC Executive Director, no less than three (3) working days after receipt of the written response from the RTC Contract Manager. The Executive Director's decision will be final.

Consultant Selection Timetable

The RTC intends to adhere to the following timeline, but it is subject to change at the discretion of the RTC. All times shown are in Pacific Time.

Request for Proposals

- RTC Issues Notice of RFP: Monday August 8, 2022

Consultant Proposals

- Pre-Proposal Meeting: Thursday, August 18, 2022 at 10:00 am, via ZOOM <https://us02web.zoom.us/j/81726135965>
- Questions, Requests for Clarification or Questions Due: Friday, August 26, 2022 at 12PM – *send questions to:* info@sccrtc.org
- Responses to questions, addenda and any other clarification materials posted on the RTC website: Tuesday September 6, 2022
- **Proposals Due: THURSDAY, SEPTEMBER 22, 2022 AT 12PM**
- Interviews: Wednesday, October 5, 2022
- Final ranking of consultants: Friday, October 14, 2022

Performance Period: It is anticipated that the RTC will award a contract for a term of 5 years.

General Conditions



Respondent's Proposal Preparation Expenses: Respondents are solely responsible for their own expenses in preparing and submitting a response to this RFP as well as for subsequent interviews and contract negotiations with the RTC. The RTC will not be liable to any respondent for any costs or damages incurred by the respondent in preparing the RFP response, loss of anticipated profit, or for any other claim.

Ownership of RFP Responses: All documents, including specific RFP responses, submitted to the RTC become the property of the RTC. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), except that the RTC may withhold from disclosure clearly marked confidential trade secret information contained in any proposal, and proposer's submission of information so marked shall constitute its agreement to defend and indemnify the RTC from any claim or liability for nondisclosure thereof. After award of the contract (or if not awarded, after rejection of all proposals), 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.

Collection and Use of Personal Information: Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable for the collection and dissemination of personal information, including resumes and other personal information concerning respondent employees and employees of any proposed subconsultants.

Non-Commitment of RTC: This RFP is not an agreement to purchase or contract for services. The RTC reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal they consider most favorable to the RTC's interests in their sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The RTC reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. The RTC further reserves the right to reject all proposals and seek new proposals when the RTC considers such procedure to be in their best interests. All responses will be assessed in light of the needs described in this RFP, including the Scope of Services. The RTC is under no obligation to receive further information, written or oral, from any respondent. Any award will be to the consultant(s) whose Proposal is, in the sole judgment of the RTC board on the basis of the evaluation criteria herein, most advantageous to RTC.

Changes to Proposals Prior to Closing Date: Any proposals received prior to the due date and time specified above may be modified by written request of the proposer. Any modification must be received by the proposal due date and time specified in this RFP. After that date, no additional wording or comments will be added to the response unless requested by the RTC for purposes of clarification.



Modification of RFP Terms: The RTC reserves the right to modify the terms of this RFP at any time, and may cancel this RFP or further review of responses at any time without entering into a contract. It is the sole responsibility of prospective and actual respondent to check for modifications of and additional information pertaining to the RFP on the RTC website: <http://www.sccrtc.org/about/opportunities/rfp/>.

Notification of Further RFP Respondent Review and Interview Not Binding: A respondent may withdraw from consideration at any time by notifying the RTC in writing, by phone, or by email. The RTC may, at its sole discretion, withdraw the name of a respondent for further review by notifying the respondent in writing, by phone or by email. Notice in writing, by email or by phone to a respondent that it has been identified as a candidate for further review and an interview will neither constitute a contract, nor give the respondent any legal or equitable rights or privileges relative to this RFP.

Contract: Any contract proposed with a selected respondent shall comply with all public contracting statutes applicable in the State of California. For your reference, a sample contract is enclosed as *Attachment C*.

Respondents shall be prepared to accept the terms and conditions of the contract provided herein as *Attachment C*, which include requirements for Compensation, Indemnity, and Insurance. If a Proposer desires to take exception to the above, Proposer shall provide the following information using Form 2, identified as "Exceptions to the Agreement." The exceptions to the Contract shall include the following:

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant exhibits.
2. Proposer shall include the reasons as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the RTC, at its sole discretion, to be unacceptable and no longer considered for award. Only the exceptions stated in the Proposal will be considered when negotiating the Agreement.

The RTC may accept the proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If mutual agreeable terms are not reached, the RTC reserves the right to terminate negotiations and may open negotiations with the next highest ranked firm. RTC further reserves the right to terminate negotiations at any point without obligation to contract for services with any firm. If a proposer wishes to recommend a change to any standard RTC contract provision, the provision and any proposed alternative language must be requested in writing prior to the closing date for



receipt of requests for clarifications/exceptions listed above. If no such change or exception is requested in writing, the consultant will be deemed to accept RTC's standard contract provisions. In addition, if the project will be funded by Federal funds, federal required contract provisions will be included in the RTC standard agreement.

Conflict of Interest: The prospective consultant shall demonstrate no conflicts of interest, and a commitment to avoid potential conflicts that might arise from work performed for others, past associations or pending relationships. Prospective consultants shall disclose any financial, business or other relationship with RTC that may have an impact upon the outcome of this contract or RTC construction projects. 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.

Past and future contracts: Firms that have participated in past studies or other activities associated with the current RFP are not precluded from submitting proposals for this study. The firm selected to conduct the work under this RFP will not be precluded from conducting work on future projects by the RTC.

Local, State, and Federal Regulations: Any contract awarded under this request for proposals is expected to be funded in part by the State Transportation Improvement Program. The consultant must be able to meet requirements for contracts using local, state and/or federal transportation funds, and local, state and federal grant language will be incorporated into the contract, as applicable. This includes, but may not be limited to, applicable provisions set forth in the Caltrans *Local Assistance Procedures Manual (LAPM)* and the Caltrans Division of Transportation Planning: *Master Fund Transfer Agreement*.

The selected consultant(s) shall also have all state and local licenses required by applicable law for the performance of the services or any portion thereof.

Non-discrimination and Disadvantaged Business Enterprise (DBE)

Participation: It is the policy of the RTC to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which firms can compete fairly for contracts and subcontracts relating to the RTC's construction, procurement, and professional services activities. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, or gender in the performance of this contract. This applies to all consultant's and subconsultant's employment, solicitations, selection of subconsultants and procurement of materials.

As a recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), the RTC is also committed to



and has adopted a Disadvantaged Business Enterprise (DBE) Program for contracts in accordance with federal regulations. This solicitation is subject to Title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

The Caltrans' DBE Program applies to this contract with a goal of **18%**. Where subcontracting opportunities exist, consultants should utilize the Caltrans DBE Database to find certified DBEs to consider for their team:

http://www.dot.ca.gov/hq/bep/find_certified.htm. For more information on the Caltrans Disadvantaged Business Enterprise Program visit www.dot.ca.gov/hq/bep which includes the Caltrans DBE Business Outreach Plan providing advice to contractors on involving DBEs.

In order to ascertain whether RTC and statewide overall DBE goals are being achieved, Caltrans tracks DBE participation on all federal-aid contracts. The selected consultant will be required to complete DBE reporting forms. All respondents are required to complete Exhibit 10-01 "Consultant Proposal DBE Commitment" with their proposal. See *Attachment B* for additional information about DBEs. Failure by the consultant to carry out DBE requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Financial Management and Accounting System Requirements: Contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Enclosed with this Request for Proposals:

Attachment A:	Scope of Services
Attachment B:	Notice to Proposers DBE Information
Attachment C:	RTC Standard Contract
Attachment D:	Sample RTC Work Plan

Available on the RTC Website:

(<http://www.sccrtc.org/about/opportunities/rfp/>)

Project Information Rail Transit Feasibility Study:
<https://sccrtc.org/projects/rail/passenger-rail/>

Transit Corridor Alternatives Analysis/Rail Network
Integration Study (TCAA/RNIS):
<https://sccrtc.org/projects/multi-modal/transitcorridoraa/>

Monterey Bay Sanctuary Scenic Trail Network:
www.sccrtc.org/mbsst



Required Forms

[Form 1](#) California Levine Act Statement

[Form 2](#) Exceptions to the Agreement

[LAPM Exhibit 10-O1](#) Consultant Proposal DBE Commitment

[LAPM Exhibit 10-K](#) Consultant Annual Certification of Indirect Costs and Financial Management System

[LAPM Exhibit 10-H 1](#) Cost Proposal

[LAPM Exhibit 10-H 4](#) Cost Proposal for Prevailing Wage Work

[LAPM Exhibit 10-Q](#) Disclosure of Lobbying Activities



Attachment A: Scope of Services

The RTC is seeking proposals from qualified and experienced professional engineering consultants for preliminary engineering and environmental documentation for the implementation of a proposed Santa Cruz Branch Rail Line (SCBRL) Electric Rail Transit and Trail project (Project). Optional tasks for grant application support, right-of-way services, preliminary engineering for procurement of a design-build contract, and final design of either a traditional design-bid-build or a Construction Manager/General Contractor (CMGC) delivery method to be determined at a later date.

The Project proposes to construct a new Electric Rail Transit System along the Santa Cruz Branch Rail Line and complete the portions of the Coastal Rail Trail that are currently not advanced past master planning level. Initial project goals and objectives should be those defined in previous planning documents, including the 2015 Rail Transit Feasibility Study, the Monterey Bay Sanctuary Scenic Trail Network Master Plan and Programmatic EIR, and the Transit Corridor Alternative Analysis and Network Integration Study. RTC intends to issue a contract to commence the initial scope of work and issue contract amendments for the full scope of work.

The scope of services includes identification of right of way needs and utility relocations required to construct the project. The RTC has a right of way boundary survey of the SCBRL between Natural Bridges Drive and Rio del Mar Boulevard. The consultant shall utilize the existing survey information and prepare a boundary survey for the remaining corridor between Shaffer Road to Natural Bridges Drive, Rio del Mar Boulevard to Lee Road, and Walker Street to the Pajaro Junction.

The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, project administration including preparation of monthly invoices and progress reports, project control including monthly Critical Path Method (CPM) schedule updates, submittal tracking logs, risk registers, preparation and distribution of meeting materials, attendance at meetings and coordination with Santa Cruz METRO, local jurisdictions, Union Pacific Railroad, the Transportation Agency for Monterey County (TAMC), regulatory agencies, and utility owners, and preparing and maintaining a Quality Management Plan. Consultant shall maintain the Project History File. The consultant shall prepare presentation support materials for up to 6 presentations about the project at regularly scheduled Commission or Committee meetings including the RTC's Interagency Technical Advisory Committee, Elderly and Disabled Transportation Advisory Committee and Bicycle Committee. The consultant shall also prepare presentation support materials for up to 6 community meetings and facilitate 6 stakeholder meetings, including one with representatives of a disadvantaged community. It is anticipated that the Project Development Team (PDT), technical meetings, and community workshops will be virtual or hybrid format.



Consultants are encouraged to prepare a technical approach and schedule that would achieve a successful project, considering community and stakeholder outreach and incorporating feedback into the project in an iterative manner. Below is a summary of the scope of services for this contract:

Task 1 Develop Project Concept Report and Project Definition

Develop a Project Concept Report for the proposed Electric Rail Transit & Trail Project including an operating plan which includes rail transit system planning and ridership modeling, with a conceptual alternatives analysis. The report will develop the project definition while refining multiple concepts into two build alternatives to be advanced to conceptual engineering in subsequent contract tasks. Additional information on the expectations of this task is discussed in Chapter 5.2 of the [TCAA draft Business Plan](#) (Component 1, Step 1.1). Although consultant can propose additional work included in subsequent tasks listed below, this task is expected to include:

- SCBRL freight and passenger railroad operational capabilities and constraints with the establishment of a conceptual rail transit operational plans
- Horizontal and vertical alignment to meet rail operational requirements and facilitate rail and trail construction, including identification of conceptual right-of-way requirements
- Location of stations, passing sidings, and potential operations, maintenance, and storage facilities, including identification of conceptual right-of-way requirements
- Ridership modeling, including assumptions for station area development for Transit Oriented Development (TOD) and coordination with local jurisdictions for land use planning
- Operational safety evaluation, including analysis and conceptual recommendations for all at-grade crossing locations, system operation and control requirements, signaling and quiet zone options, including identification of conceptual right-of-way requirements
- Evaluation and identification of existing infrastructure requiring rehabilitation or replacement to ensure at least a 50-year service life, including bridges, culverts, ballast, track, ties, and signals
- Evaluation of first and last mile connections to support conceptual design and operational plans with options for parking facilities, including conceptual right-of-way requirements
- Conceptual cost estimates
- Initial Risk Analysis and Risk Register
- Analysis of rail vehicle technology and establishment of conceptual performance requirements.

This task includes development of the project's purpose and need statement, further analysis and refinement of the governance strategy, and evaluation of options where the new transit facility and trail interfaces with (1) Pajaro Junction, (2) freight in the City of Watsonville including Walker Street, (3) the existing Roaring Camp beach train

service through the Wye and along Beach Street in the City of Santa Cruz, and (4) Harkins Slough and coastal bluffs where adjustment in horizontal and vertical alignment may be needed for sea level rise and climate resiliency. These elements will be summarized into a Draft and Final Project Concept Report for Commission, Stakeholder, and Community review and engagement. Consultant support will be needed for outreach and stakeholder engagement. In addition, early coordination will be needed with coastal rail trail projects under development. Alignment adjustments to the rail or trail may be needed which requires advancing engineering within the trail project limits.

Task 1 Deliverables:

- Draft and Final Project Concept Report with a clear and stable project definition
- Layout, profile, and typical section exhibits that lead to two build alternatives that will be proceed to subsequent task development.
- Graphics and Outreach Support Materials

Task 2 Preliminary Engineering (15% Design Plans)

Preliminary engineering designs will need to be sufficiently detailed to support the completion of required environmental documentation, regulatory permit applications, cost estimates, and acquisition of right of way for the electric passenger rail and coastal rail trail improvements. Consultant shall prepare topographic surveys and right-of-way boundary surveys for the portions of the corridor for which these do not already exist. Consultant shall prepare Preliminary Utility Plans and Conflict Analysis. Consultant shall coordinate with utility owners within the project limits to collect the existing utility information, identify conflicts and to prepare the conflict maps. Consultant shall estimate the cost to relocate all utilities that are impacted by the project improvements. Technical studies include geotechnical investigations, foundation report, Storm Water Data Report, Water Quality Study, Location Hydraulic Study, traffic management plan, preliminary staging plans and Drainage Report, as needed. Consultant shall refine the project Risk Register and develop a complete Risk Management Plan.

Consultant shall develop the draft and final Track Alignment for the locally preferred alternative identified in task 1, including Layout, Profile, Typical Sections (15% design). The design work shall include the segments of the Coastal Rail Trail up to 15% design. The design shall include facility site plans including building and track layouts, General Plans for major structural features including bridges, culverts, and walls, design of roadway modifications, at-grade crossings, station layouts, elevation, and section including parking and platforms. Consultant shall prepare a conceptual construction staging plan.

Consultant shall prepare draft and final Preliminary Cost Estimates that include capital construction cost, utility relocations, right of way acquisitions, and off-site mitigation, as needed.



Task 2 Deliverables:

- Cover Sheet
- Key Map
- Track Alignment Plan, Profile and Typical Sections
- Operational Plans
- Temporary Construction Facilities
- Structures General Plans
- Utility Plans
- Right-of-Way
- Site Plan
- Station/Platform, Maintenance Facility and Siding Plans, Elevation and Section
- Roadway modifications and at-grade crossings
- Cost Estimate based on 15% Design Plans

Task 3 Initial Right of Way Support Services

Consultant shall prepare right-of-way needs exhibits identifying permanent and temporary acquisitions, easements, and encroachments based on existing property rights and boundaries, and right-of-way needs required to construct the project improvements and utility relocations.

Task 3 Deliverables:

- Draft and final right-of-way needs exhibits for each preliminary engineering design
- Table summarizing right of way needs for each preliminary engineering design

Task 4 Draft & Final Environmental Document (CEQA & NEPA)

The consultant shall prepare the draft and final environmental technical studies and combined CEQA and NEPA document, including public outreach support, for the project. The NEPA lead for the project has not yet been identified. Consultant shall prepare the administrative draft, draft, and final environmental document.

The consultant shall prepare environmental technical studies sufficiently detailed for the environmental impact analysis, including Air Quality Studies, Noise and Vibration Studies, Biological Studies, Initial Site Assessment, Cultural Resource Studies, Paleontology Studies, Visual Impact Assessment, Community Impact Assessment, Agricultural Resources, Greenhouse Gas Analysis, Energy Impacts Analysis, Cumulative Impact Analysis, Ridership forecasting analysis, Notice of Preparation, Scoping Report summarizing comments received during the scoping period, and studies required to assess impacts to land use and planning, population and housing, public services, recreation, safety and security, transportation, and traffic. Consultant shall prepare the CEQA and NEPA finding, Statement of Overriding Considerations (if needed), Notice of

Determination (NOD), and Mitigation, Monitoring, and Reporting Program for the project.

Respondents are expected to provide a detailed scope of work and approach for the proposed CEQA/NEPA documentation based on readily available information. Consultant shall prepare meeting materials, support RTC staff, and facilitate the public workshop for the circulation of the draft environmental document and other public outreach activities anticipated. Consultant shall prepare responses to public comment for RTC review and approval.

Task 4 Deliverables:

- Scoping Report
- Environmental technical studies
- Admin Draft Environmental Document
- Draft Environmental Document
- Final Environmental Document
- Responses to comments on the Draft Environmental Document
- Public Outreach Materials for Scoping, Circulation of Draft Environmental Document
- Noticing required to comply with both CEQA and NEPA

Optional Tasks are as follows:

Grant Application Support

Includes preparation of competitive grant applications for federal and state preconstruction and construction grants. Includes technical support for performance metrics and benefit cost calculations needed for grant programs.

Future Delivery Options

Following conceptual engineering and completion of CEQA/NEPA, the RTC may undertake design-build, design-bid-build, or construction manager/general contractor methods for the remaining development phases of the project through construction. The selected consultant may provide design-related services under each scenario, and is encouraged to include a full-service scope of work in their approach. Below is a brief scope of work anticipated for subsequent phases under multiple delivery options, subject to RTC direction:

Preliminary Engineering for Procurement (Design-Build Option)

Consultant shall prepare preliminary engineering design for the track alignments, stations and station sites, grade crossings, maintenance facilities, signal and electric power facility sites, emergency/maintenance access roads, retaining walls, tunnels and

bridges or other structures, and special provisions for design-build procurement contract(s) including staging areas. Consultant shall develop quantities and detailed cost estimates, documenting all components for design-build procurement contract(s). Consultant shall perform additional geotechnical investigations needed for the design build procurement(s) and prepare a final geotechnical baseline report for the design build procurement(s). The selected consultant would be precluded for the design-build contract.

Final Design (Design-Bid-Build and CM/GC Options)

The consultant shall provide engineering support for the final design phase, including preparation of the Storm Water Data Report, Drainage Report, Foundation Report and Log of Test Borings (LOTBs), Geotechnical Design and Materials Report, Seismic Hazard Engineering Analysis Report, Hazardous Materials Report, Traffic Management Plan, Structure Type Selection Report, Sign Structure Calculations, Bridge Calculations, and Draft/Final Permit Applications. This task includes all geotechnical and hazardous material investigations. The consultant shall prepare the Cost Estimate Certification in Caltrans format for the project at each milestone submittal to RTC.

- **65% PS&E** - The consultant shall prepare the full plans, specifications, and estimate for the project including Title Sheet, Typical Cross Sections, Project Control & Monument Plans, Key Map and Line Index, Layout, Profiles/Superelevation Diagrams for track alignment and trail, Construction Details, Drainage Plans/Profiles/Details/Quantities, Utility Plans/Profiles/Details/Quantities, Stage Construction Plans, Temporary Construction Facilities, Construction Area Signs, Sign Plans/Details/Quantities, Station Site Plans, Platform Plans and Elevations, Landscape and Irrigation Plans/Details, Lighting and Sign Illumination Plans/Details, Structure Plans, Technical Specifications, and Engineer's Estimate.
- **95% PS&E** - Update Plans, Specifications, Quantities, Engineer's Estimate, and supporting documents per RTC and local jurisdiction comments on the 65% package. The consultant shall prepare the Survey File and RE File for the project.
- **Final PS&E** - Update Plans, Specifications, and Estimate, design reports, Survey File and RE File per RTC and local jurisdiction comments on the 95% package.
- **Support during CM/GC Procurement (for CM/GC Option)** – support the procurement of the Construction Manager/General Contractor during the early phases of final design.
- **Bid Support (for Design-Bid-Build Option)** – support the advertisement process by responding to bidder inquiries and preparing addenda as needed.

- **Design Support During Construction** – provide design support during construction including review of submittals, responses to Requests for Information (RFI's), and preparing Contract Change Order (CCO) plans and quantities.

Final Right of Way Services:

Consultant shall prepare draft and final plats and legal descriptions for the required acquisitions for the project. The consultant shall provide staking services for right of way needs for the purpose of appraisals and coordination with property owners. Consultant shall provide full-service Real Property support including appraisals, development and negotiation of purchase agreements, and relocation services as needed. Consultant shall prepare utility conflict maps, record of investigation reports, utility relocation agreements, and notices of intent to relocate third party utilities.

Attachment B: Notice to Proposers DBE Information

The RTC has established a DBE goal for this Contract of **18%**

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 Consultant Contract DBE Information must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.



4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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



- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights website at: <https://dot.ca.gov/programs/civil-rights/dbe-search/> Click on the link at the top of the page titled "Access the DBE Query Form". Searches can be performed by one or more criteria. Follow instructions on the screen.

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Attachment C: Sample RTC Contract

CONTRACT NO. TP2153 **ARCHITECTURAL & ENGINEERING SERVICES CONTRACT**

THIS AGREEMENT made and entered into on _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and (COMPANY NAME), hereinafter called CONSULTANT for professional engineering and environmental services for Electric Passenger Rail Transit and Trail project. The parties agree as follows:

DUTIES.

- A. CONSULTANT agrees to exercise special skill 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.

Name	Firm	Function
		Principal
		Project Manager

- C. No person named in paragraph B of this Article or in the Fee Schedule /Cost Proposal (Exhibit C), 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 the COMMISSION Contract Manager.
- D. This contract includes the subcontractors and/or subconsultants listed in Exhibit C: Fee Schedule/Cost Proposal.
- E. Except as expressly authorized herein, CONSULTANT'S obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any



assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION

F. Consultant's Progress Reports and/or Meetings

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.

The CONSULTANT'S Project Manager shall meet with the COMMISSION'S Contract Manager, as needed, to discuss progress on the CONTRACT.

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/Cost Proposal, dated (DATE), attached hereto (Exhibit C) and incorporated by reference. The consideration to be paid to CONSULTANT as provided herein shall be for all CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. If there is any conflict between the approved Fee Schedule/Cost Proposal and this CONTRACT, this CONTRACT shall take precedence.

- A. The method of payment for this CONTRACT will be based on actual cost plus a fixed fee. COMMISSION will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Fee Schedule/Cost Proposal (Exhibit C), unless additional reimbursement is provided for by CONTRACT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COMMISSION'S approved overhead rate set forth in the Fee Schedule/Cost Proposal (Exhibit C). In the event, that COMMISSION



determines that a change to the work from that specified in the Scope of Services (Exhibit A) of this CONTRACT is required, the CONTRACT time or actual costs reimbursable by COMMISSION shall be adjusted by CONTRACT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" shall not be exceeded, unless authorized by CONTRACT amendment.

- B. The indirect cost rate established for this CONTRACT is extended through the duration of this CONTRACT. CONSULTANT'S CONTRACT to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or CONTRACT award.
- C. In addition to the allowable incurred costs, COMMISSION will pay CONSULTANT a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the CONTRACT, except in the event of a significant change in the scope of work and such adjustment is made by CONTRACT amendment approved by the Commission in its sole discretion.
- D. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (Cal HR), as specified in the approved Fee Schedule/Cost Proposal (Exhibit C).
- E. When milestone cost estimates are included in the approved Fee Schedule/Cost Proposal (Exhibit C), CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate or shifting hours or costs between tasks.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT'S fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Project Schedule (Exhibit B) or the Scope of Services (Exhibit A), unless mutually agreed upon by the Contract Manager, COMMISSION shall have the right to delay payment or terminate this CONTRACT in accordance with the provisions of Article 7 Termination.
- G. CONSULTANT shall not commence performance of work or services until this CONTRACT has been approved by COMMISSION and notification to proceed has been issued by COMMISSION'S Contract



Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this CONTRACT.

- H. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Fee Schedule/Cost Proposal (Exhibit C) and is approved by COMMISSION'S Contract Manager.
- I. The total amount payable by for this contract by the COMMISSION shall not exceed \$_____
- J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit and according to California Code of Regulations, as they currently exist or may be amended during the term of this CONTRACT upon receipt by COMMISSION'S Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing or Task Order, if applicable. Invoices shall detail the work performed on each milestone, task order and/or each project as applicable. Invoices shall follow the format stipulated for the approved Fee Schedule/Cost Proposal (Exhibit C) and shall reference this CONTRACT number and project title. Final invoice must contain the final cost and all credits due COMMISSION including any equipment purchased under the provisions of Article 35 Equipment Purchase of this CONTRACT. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT'S work. Invoices shall be mailed to COMMISSION'S Contract Manager at the following address:

Santa Cruz County Transportation Commission
Attn: Riley Gerbrandt, P.E.
1101 Pacific Avenue, Suite 250
Santa Cruz, CA, 95060

And/or via email at:

rgerbrandt@sccrtc.org

And

AccountsPayable@sccrtc.org

Invoices shall follow the format stipulated for the approved Fee Schedule/Cost Proposal (Exhibit C) and shall reference this



CONTRACT number, project title, and Task Order number, if applicable.

The invoices must include the following information:

Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;

Itemized expenses incurred during the billing period;

Total invoice/payment requested, specifically noting the amount of retention, if any;

Total amount previously paid under this Contract; and

Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The Santa Cruz County Regional Transportation Commission (RTC) shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the RTC fails to pay promptly, the RTC shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the RTC shall act in accordance with both of the following:

- A. Each payment request shall be reviewed by the RTC as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- B. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt.
- C. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.



FUNDING REQUIREMENTS

- A. It is mutually understood between the CONSULTANT and COMMISSION that this CONTRACT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the CONTRACT were executed after that determination was made.
- B. This CONTRACT is valid and enforceable only if sufficient funds are made available to COMMISSION for the purpose of this CONTRACT. In addition, this CONTRACT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, federal or state agency, or COMMISSION that may affect the provisions, terms, or funding of this CONTRACT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this CONTRACT may be amended to reflect any reduction in funds.
- D. COMMISSION has the option to terminate the CONTRACT pursuant to Section 8: Termination, or by mutual agreement to amend the CONTRACT to reflect any reduction of funds.

RETENTION OF FUNDS.

- A. The COMMISSION shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COMMISSION of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COMMISSION. Any delay or postponement of payment may take place only for good cause and with the COMMISSION'S prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a

subconsultant. This clause applies to both DBE and non-DBE subconsultants.

- B. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

TERM.

- A. This CONTRACT shall go into effect on _____; contingent upon prior approval by the COMMISSION, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION'S Contract Manager. The CONTRACT shall end on December 31, 2027, unless earlier terminated or extended by CONTRACT amendment.
- B. The CONSULTANT is advised that this CONTRACT is not binding and enforceable until it is approved by the COMMISSION and fully executed.

TERMINATION.

- A. This CONTRACT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than ten (10) calendar days written notice of its intent to terminate in the event of termination for cause provides and the reasons for termination stated in the notice.
- B. COMMISSION may temporarily suspend this CONTRACT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this CONTRACT for damages sustained by COMMISSION by virtue of any breach of this CONTRACT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as



the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.

- D. If COMMISSION terminates this CONTRACT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this CONTRACT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the CONTRACT in which case the overage shall be deducted from any sum due CONSULTANT under this CONTRACT and the balance, if any, shall be paid to CONSULTANT upon demand.
- E. Upon termination, COMMISSION shall be entitled to all CONSULTANT'S work produced under this CONTRACT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.
- F. OPTIONAL: COMMISSION may terminate this CONTRACT for CONSULTANT'S default if a federal or State proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT'S principal, or if CONSULTANT or CONSULTANT'S principal makes an assignment for the benefit of creditors.
- G. OPTIONAL: CONSULTANT may terminate this CONTRACT by giving the COMMISSION at least one hundred and twenty (120) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such early termination, default, including but not limited to re-procurement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONSULTANT shall exonerate, indemnify, defend, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

- A. Any and all claims, demands, costs, or liability arising from or connected with the services provided under this CONTRACT due to willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to willful misconduct or to negligent acts, errors, or omissions



of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents.

- B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, subconsultants employees, volunteers, and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

SAFETY.

- A. The CONSULTANT shall comply with OSHA, Cal/OSHA, and all other 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. CONSULTANT personnel shall wear hard hats and safety vests at all times during construction work on the project site.
- B. If any work might be conducted on the rail line or within the rail line right-of-way: CONSULTANT personnel (officers, employees, volunteers, or agents) and any subcontractors must submit and comply with the "Right-of-Entry Agreement" (ROE) with COMMISSION and St. Paul & Pacific Railroad, LLC (a subsidiary of Progressive Rail, Inc.), or its successor, as applicable, the terms and conditions of which are incorporated herein by this reference, and shall wear hard hats and safety vests at all times while working on the Santa Cruz Branch Rail Line or within the rail line right-of-way.
- C. Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that such areas within the limits of the project are open to public traffic unless otherwise identified as private property. 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
- D. CONSULTANT must have a Division of Occupational Safety and Health (Cal/OSHA) permit as outlined in Labor Code sections 6500 and 6705, prior to the initiation of any practices, work, method,



operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

INSURANCE.

CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT, 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 authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

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 CONTRACT, 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 two million dollars (\$2,000,000) per occurrence, and \$4,000,000 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. Railroad Protective Liability Insurance in the minimum amount of two million dollars (\$2,000,000) per occurrence and four million (\$4,000,000) aggregate, if any work is to be conducted within the rail line right-of-way or within fifty (50) feet of the track or



Commercial General Liability Insurance coverage that does not exclude work on the railroad.

5. Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the COMMISSION requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Policy should include coverage for completed operations for 10 years or the term matching statute of limitations. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMISSION.

If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. 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 CONTRACT.

Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT 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 CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter "POST CONTRACT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST CONTRACT COVERAGE post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon POST CONTRACT COVERAGE being both available and reasonably affordable in relation to the coverage provided during the term of this CONTRACT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this CONTRACT in order to purchase prior acts or tail coverage for POST CONTRACT



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 and Railroad Protective Liability Insurance, if required, shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its governing body, officials, employees, agents and volunteers, and St. Paul & Pacific Railroad, LLC (a subsidiary of Progressive Rail, Inc.), or its successor, and its officials, employees, agents and volunteers, if any work will be undertaken in the rail right-of-way or within fifty (50) feet from the track, 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 equivalent, 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
1101 Pacific Avenue, Suite 250
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 CONTRACT.

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 CONTRACT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to take reasonable action to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least ten (10) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. 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 via email to:

Santa Cruz County Regional Transportation Commission
Attn: Contract Coordinator
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060

contracts@sccrtc.org

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 CONTRACT upon occurrence of such event.
6. If any insurance policy of CONSULTANT required by this CONTRACT 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) workdays, 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. If CONSULTANT'S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this CONTRACT so as to not prevent any of the parties to this CONTRACT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.
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 CONTRACT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

FEDERAL, STATE AND LOCAL LAWS.

- A. CONSULTANT warrants that in the performance of this CONTRACT, 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.
- B. 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.

NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.

- A. 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 Gove Code 12990 and 2 CCR 8103. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. During the performance of this CONTRACT, the CONSULTANT and its subconsultants shall not deny the CONTRACT benefits to any person on the basis of race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS status), mental disability, medical condition (e.g., cancer), genetic information, marital status, gender, gender identity, gender expression, age, sexual orientation, military, or veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. 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.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government. Code §12990 et seq.) and the applicable regulations promulgated thereunder (.2 CCR 11000et seq.), the provisions of Government Code section 11135 to 11139.5, and the regulations of standards adopted by the COMMISSION to implement such article.
- D. The CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the California Department of Transportation, at <http://www.dot.ca.gov/obeo/index.html>
- E. 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 CONTRACT.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- G. The CONSULTANT, with regard to the work performed under this CONTRACT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. 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 Article.

- I. In the event of CONSULTANT'S non-compliance with the non-discrimination clauses of this CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.
- J. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COMMISSION components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment



practices when the agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - 2. cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- G. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for



noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- H. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42
3. U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
7. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);



8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
9. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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 Commission 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.

FEDERAL CERTIFICATIONS AND ASSURANCES.

- A. CONSULTANT and all subcontractors shall comply, as applicable, with the Federal Highway Administration (FHWA) "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and the federal transportation act and its successors thereto. It may include but is not limited to:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;

Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;



The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- B. CONSULTANT shall also comply with "Certifications and Assurances for Federal Transportation Administration (FTA) Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in the Federal Register and found online at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

The 2022 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
2. Standard Assurances
3. Intergovernmental Review Assurance
4. Suspension and Debarment Certification
5. U.S. OMB Assurances in SF-424B and SF-424D

PROHIBITION OF EXPENDING COMMISSION, STATE, OR FEDERAL FUNDS FOR LOBBYING.

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

1. No state, federal or COMMISSION appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the State Legislature or United States Congress, or any employee of a Member of the Legislature or Congress, in connection with the



awarding this CONTRACT or with the extension, continuation, renewal, amendment, or modification of this CONTRACT.

2. If any funds other than state or federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

CONFLICT OF INTEREST.

- A. During the term of this agreement, 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 certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this CONTRACT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this CONTRACT. CONSULTANT further agrees to



complete any statements of economic interest if required by either COMMISSION ordinance or State law.

- C. 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.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

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 CONTRACT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

DEBARMENT AND SUSPENSION CERTIFICATION.

- A. CONSULTANT'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to the COMMISSION. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining



CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

INDEPENDENT CONSULTANT STATUS.

- A. 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 provided by the COMMISSION. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.
1. PRINCIPAL TEST: The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.
 2. 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.

- B. It is understood and agreed that CONSULTANT (including CONSULTANT'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT'S assigned personnel, officers, employees, agents, or subconsultants shall not be entitled to any benefits payable to COMMISSION employees, including, but not limited to, healthcare, retirement, and leave benefits.
- C. CONSULTANT'S obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.
- D. COMMISSION is not required to make any deductions or withholds from the compensation payable to CONSULTANT under the provisions of the CONTRACT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT'S assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION, its governing body, officers, employees, and agents, harmless from any and all claims that may be made against COMMISSION based upon any contention by any third part that an employer-employee relationship exists by reason of this CONTRACT.
- F. Except as expressly authorized herein, CONSULTANT'S obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- A. CONSULTANT agrees that the CONTRACT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter



1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.
- D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. 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.

RETENTION OF RECORDS/AUDIT.

- A. For the purpose of determining compliance with Government Code section 8546.7, CONSULTANT, its subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the CONTRACT, including but not limited to, the costs of administering the CONTRACT. All parties shall make such materials available at their respective offices at all reasonable times during the CONTRACT period and for three years from the date of final payment under the CONTRACT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.
- B. The state, State Auditor, and COMMISSION shall have access to any books, records, and documents of CONSULTANT and its certified



public accountants (CPA) work papers that are pertinent to the CONTRACT and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The FHWA or other authorized representative of the federal government shall also have access to the records described in this paragraph, if federal funds are used in this CONTRACT.

INSPECTION OF WORK.

The CONSULTANT and any subconsultant shall permit the COMMISSION, the STATE, and the FHWA or FTA if federal participating funds are used in this CONTRACT, to review and inspect the project activities and files at all reasonable times during the term of this CONTRACT including review and inspection on a daily basis.

ACKNOWLEDGMENT.

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

WORK PRODUCTS/OWNERSHIP OF DATA.

- A. All material, data, information, and written, graphic or other work produced under this CONTRACT 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. CONSULTANT shall have no property right therein whatsoever.
- B. Upon completion of all work under this CONTRACT, the COMMISSION shall be entitled to and the CONSULTANT shall deliver to the COMMISSION reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimated performed to that date, whether completed or not, and other such materials as may have been prepared by CONSULTANT in performing this CONTRACT which is not CONSULTANT'S privileged information, as defined by law or CONSULTANT'S personnel information along with all other property belonging exclusively to the COMMISSION which is in the CONSULTANT'S possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this CONTRACT must be approved in writing by the COMMISSION.
- C. Additionally, it is agreed that the Parties intend this to be a CONTRACT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work



made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COMMISSION without restriction or limitation upon its use or dissemination by COMMISSION.

- D. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this CONTRACT. Any reuse by COMMISSION for another project or project location shall be at COMMISSION'S sole risk.
- E. Applicable patent rights provisions regarding rights to inventions shall be included in the CONTRACT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- F. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section E below. If copyrights are permitted, the agreement shall provide that the COMMISSION shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- G. 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.

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 government entity.

- 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.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

In accordance with Public CONTRACT Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT'S failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

EVALUATION OF CONSULTANT.

CONSULTANT'S performance will be evaluated by COMMISSION. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the CONTRACT record.

DRUG-FREE WORKPLACE.

CONSULTANT shall comply with the provisions of Government Code § 8350 et seq., regarding Drug-Free Workplace Certification, and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

CHANGE IN TERMS.

- A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- B. No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties authorized to



bind the parties; and nor oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

- C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COMMISSION'S Contract Manager.

DISPUTES.

This CONTRACT 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 CONTRACT and shall comply with COMMISSION'S instructions.

Prior to either party commencing any legal action under this CONTRACT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after thirty (30) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit disputes, concerning a question of fact arising under this CONTRACT 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.
- D. Not later than 30 days after completion of all work under the CONTRACT, CONSULTANT may request review by COMMISSION of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- E. 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.

CLAIMS FILED BY COMMISSION'S CONSTRUCTION CONTRACTOR.

- A. If claims are filed by COMMISSION'S construction contractor relating to work performed by CONSULTANT'S personnel, and additional information or assistance from CONSULTANT'S personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COMMISSION'S construction CONTRACT administration and legal



staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT'S personnel that COMMISSION considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COMMISSION. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT'S personnel services under this CONTRACT.
- C. Services of CONSULTANT'S personnel in connection with COMMISSION'S construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this CONTRACT in order to resolve the construction claims.

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 and Executive Director
- 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 RTC 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.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a CONTRACT Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the CONTRACT, Fee Schedule/Cost Proposal (Exhibit C) and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The CONTRACT, cost



proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION Contract Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the CONTRACT by this reference if directed by COMMISSION at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.

- E. CONSULTANT'S Fee Schedule/Cost Proposal (Exhibit C) may be subject to a CPA ICRA Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Fee Schedule/Cost Proposal (Exhibit C) shall be adjusted by the CONSULTANT and approved by the COMMISSION Contract Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Regular by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COMMISSION will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:



- a. If the proposed rate is less than one hundred fifty percent (150%)—the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%)—the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%)—the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

SUBCONTRACTING.

- A. The CONSULTANT is responsible for performing the work required under the CONTRACT in a manner acceptable to COMMISSION. The CONSULTANT'S organization and all associated consultants and subconsultants must be identified in Article 1 of this CONTRACT or the Fee Schedule/Cost Proposal (Exhibit C). If the CONSULTANT



wishes to use a subconsultant not specified in this CONTRACT or Exhibit C, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of this CONTRACT. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.

- B. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT'S obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.
- C. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule/Cost Proposal (Exhibit C).
- D. CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.
- E. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil,



administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- F. All subcontracts entered into as a result of this CONTRACT shall contain all the provisions stipulated in this CONTRACT to be applicable to subconsultants.
- G. Any substitution of subconsultants must be approved in writing by the COMMISSION'S Contract Manager prior to the start of work by the subconsultant.
- H. 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.
- I. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this CONTRACT shall be eligible to bid on or enter into any construction contract, or on any contract to provide construction inspection for any construction project resulting from this CONTRACT.

EQUIPMENT PURCHASE.

- A. Prior authorization in writing, by COMMISSION'S Contract Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT'S Fee Schedule/Cost Proposal (Exhibit C) and exceeding \$5,000 with prior authorization by COMMISSION'S Contract Manager, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased as a result of this CONTRACT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or



more. If the purchased equipment needs replacement and is sold or traded in, COMMISSION shall receive a proper refund or credit at the conclusion of the CONTRACT, or if the CONTRACT is terminated, CONSULTANT may either keep the equipment and credit COMMISSION in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COMMISSION procedures; and credit COMMISSION in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COMMISSION and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COMMISSION."

2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

STATE PREVAILING WAGE RATES.

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work, as may be amended.
- B. No CONSULTANT or subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5. Registration with DIR must be maintained throughout the entire term of the contract, including any subsequent amendments.
- C. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determination applicable to work under this CONTRACT are available and on file with the Department of Transportation' Regional/District Labor Compliance Officer. (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this CONTRACT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COMMISSION construction sites, at COMMISSION facilities and at off-site locations that are set up by the construction contractor or one of its



subcontractors solely and specifically to serve COMMISSION projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- D. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <https://www.dir.ca.gov/>.

E. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COMMISSION representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations or other party given the right to inspect the payroll



- records under state law. Certified payrolls submitted to COMMISSION, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
- c. The public shall not be given access to certified payroll records by the CONSULTANT, but shall be available upon request made through COMMISSION or the Department of Industrial Relations. The CONSULTANT is required to forward any requests for certified payrolls to the COMMISSION Contract Administrator by both email and U.S. mail no later than the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COMMISSION shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform COMMISSION of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COMMISSION, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COMMISSION from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- F. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice

payment will not be made until the invoice is approved by the COMMISSION Contract Manager.

G. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COMMISSION a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the CONTRACT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the CONTRACT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:



- a. The CONTRACT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COMMISSION shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If COMMISSION determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COMMISSION did not retain sufficient money under the CONTRACT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COMMISSION.
- H. Hours of Labor: Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COMMISSION, twenty-five dollars (\$25) for each worker employed in the execution of the CONTRACT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the

provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

I. Employment of Apprentices

1. Where either the CONTRACT or the subcontract exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the CONTRACT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.
- J. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

- A. CONSULTANT, subrecipient (COMMISSION), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COMMISSION shows a contract goal for DBEs. CONSULTANT shall

make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are purchased from a DBE regular dealer. Page 22 of 32 September 2020 I - I LAPM Exhibit 10-R A & E Boilerplate Agreement Language
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the COMMISSION in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this CONTRACT is 18%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (LAPM Exhibit 10-O1), or in the Consultant



Contract DBE Information (LAPM Exhibit 10-O2) attached hereto and incorporated as part of the CONTRACT.

- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the CONTRACT goal, or by documenting adequate good faith efforts to meet the CONTRACT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit LAPM Exhibit 15-H: DBE Information –Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the COMMISSION'S written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own



forces or obtain materials from other sources without authorization from the COMMISSION. Unless COMMISSION'S consent is provided, the CONSULTANT shall not be entitled to any payment for The COMMISSION authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COMMISSION'S bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COMMISSION determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the COMMISSION of the reasons why the use of other forces or

sources of materials should not occur. CONSULTANT'S request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The COMMISSION'S DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The COMMISSION shall request CONSULTANT to:

1. Notify the COMMISSION Contract Manager or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work or material unless it is performed or supplied by the listed DBE on the LAPM Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid
3. Maintain records including:
 - a. Name and business address of each 1st-tier subconsultant
 - b. Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - c. Date of payment and total amount paid to each business (see LAPM Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date.



CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, LAPM Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete LAPM Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COMMISSION within 90 days of contract acceptance. The COMMISSION Y will withhold \$10,000 until the form is submitted. The COMMISSION will release the withhold upon submission of the completed form.

In the COMMISSION’S reports of DBE participation to Caltrans, the COMMISSION must display both commitments and attainments.

The COMMISSIONS DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The COMMISSION shall request CONSULTANT to:

1. Notify the COMMISSION’S contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - a. Name and business address of each 1st-tier subconsultant
 - b. Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - c. Date of payment and total amount paid to each business (see LAPM Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the



business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the COMMISSION. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, LAPM Exhibit 17-O, form and submit the form to the COMMISSION within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete LAPM Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The COMMISSION will withhold \$10,000 until the form is submitted. The COMMISSION will release the withhold upon submission of the completed form.

In the COMMISSION'S reports of DBE participation to Caltrans, the COMMISSION'S must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of



payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- J. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- K. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to the COMMISSION'S Contract Manager within thirty (30) calendar days.
- M. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime consultant shall complete and email the LAPM Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the COMMISSION.
- N. The CONTRACTOR must make available to the COMMISSION'S Contract Manager a copy of all DBE subcontracts upon request.
- O. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

The CONSULTANT warrants that this CONTRACT 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 CONTRACT without liability; to pay only for the value of the work actually performed; or to deduct from the CONTRACT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

BROKERAGE OR OTHER FEES.

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding, for a commission, percentage, brokerage or contingent, excepting bona fide employees or bona fide commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COMMISSION shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

NOTIFICATION.

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

CONSULTANT:

Firm
Project Manager
Address Line 1
Address Line 2
Email Address

COMMISSION:

Santa Cruz County Regional Transportation Commission
Riley Gerbrandt, P.E.
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060

FORCE MAJEURE

Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this CONTRACT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or



contractual capacity, fire, floods, epidemics and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this CONTRACT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this CONTRACT has been suspended because of an event of force majeure, the other party may likewise suspend the performance of its obligations under this CONTRACT to the extent that the suspension is reasonable.

COMPLETE CONTRACT.

- A. CONTRACT: The two parties to this CONTRACT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT 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 CONTRACT 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 CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This CONTRACT 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 CONTRACT 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 CONTRACT 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 CONTRACT shall

not be construed as a waiver for any future performance of such term(s) or conditions(s).

D. Exhibits (blank LAPM forms are found here:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>)

- A. Scope of Services
- B. Project Schedule
- C. Fee Schedule/Cost Proposal (see LAPM Exhibits 10H1-4)
- D. Consultant Certification of Contract Costs and Financial Management System (LAPM Exhibit 10-K)
- E. Consultant Financial Document Review Request (LAPM Exhibit 10-A)
- F. Proposer DBE Information (LAPM Exhibit 10-O2)
- G. Disclosure of Lobbying Activities, Standard Form (LAPM Exhibit 10-Q).
- H. Levine Act Statement
- I. Certificate of workers compensation insurance
- J. Certificate of liability insurance

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 Contract No. 2153 to be executed on the date first written above.



SIGNATURE PAGE

Contract No. TP2153

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONSULTANT:

2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:

By _____
Name
Title

By _____
Guy Preston
Executive Director

Date _____

Date _____

Firm Name
Address
City, State, Zip
Telephone
Email

3. APPROVED AS TO FORM:

4. APPROVED AS TO INSURANCE:

By _____
Steve Mattas
RTC Counsel

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Date _____

Distribution:

RTC Contract Manager, RTC Contract Coordinator, CONSULTANT



Attachment D: Sample Work Plan

	PRIME (DBE/Non-DBE)			SUBCONSULTANT 1 (DBE/Non-DBE)			SUBCONSULTANT 2 (DBE/Non-DBE)			TOTAL HOURS
	Title 1	Title 2	Total Hours	Title 1	Title 2	Total Hours	Title 1	Title 2	Total Hours	
Task 1 Task Name										
1.1 Subtask Name										
1.2 Subtask Name										
1.3 Subtask Name										
Subtotal Task 1										
Task 2 Task Name										
2.1 Subtask Name										
Subtask 2.2 Name										
2.3 Subtask Name										
Subtotal Task 2										
Task 3 Task Name										
3.1 Subtask Name										
3.2 Subtask Name										
Subtask 3.3 Name										
Subtotal Task 3										
Task 4 Task Name										
4.1 Subtask Name										
4.2 Subtask Name										
4.3 Subtask Name										
Subtotal Task 4										
TOTAL PROJECT HOURS										