



Santa Cruz County Regional Transportation Commission

**--NOTICE--
Request for Proposals (RFP)
for Professional Services**

Santa Cruz County Climate Adaptation – Vulnerability Assessment and Transportation Priorities Report

The Santa Cruz County Regional Transportation Commission (RTC) invites interested parties to submit a proposal for services to complete a Santa Cruz County Climate Adaptation – Vulnerability Assessment and Transportation Priorities Report.

**Issue Date: Monday, February 6, 2023
Closing Date: Monday, March 6, 2023, 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 by the closing date.

Proposals relating to this RFP shall be submitted to:
Santa Cruz County Regional Transportation Commission
Subject: RFP2168
Attention: Brianna Goodman
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 "SCC Climate Adaptation RFP2168" 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: February 6, 2023
TO: Interested Consultants
FROM: Guy Preston, Executive Director
SUBJECT: Request for Proposals (RFP) 2168 for Santa Cruz County Climate Adaptation – Vulnerabilities Assessment and Transportation Priorities Report

INVITATION

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and experienced consultants to submit a proposal for professional services with a Fee Schedule that includes an estimate of costs per task including other direct costs (ODCs) to complete the project. 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 March 6, 2023**. 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 February 6, 2023	Distribute RFP
Tuesday February 21, 2023, 2:00 PM	Pre-Proposal Meeting (via Zoom)
Tuesday February 28, 2023, 12:00 PM	Requests for clarification/questions due
Monday March 6, 2023, 12:00 PM	Proposals Due
Monday March 20, 2023	Interview Short Listed Consultants
Thursday, April 6, 2023	Commission Awards Contract
Thursday, April 13, 2023	Notice to Proceed



CONTACT

Responses and inquiries relating to this RFP shall be submitted to:
Santa Cruz County Regional Transportation Commission
Attn: Brianna Goodman, Transportation Planner
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 "SCC
Climate Adaptation RFP2168" in the subject header.



Request for Proposals:

Santa Cruz County Climate Adaptation – Vulnerability Assessment and Transportation Priorities Report

Project Description

The Santa Cruz County Regional Transportation Commission (RTC) is seeking proposals from qualified and experienced consultants for services to complete a Climate Adaptation – Vulnerabilities Assessment and Transportation Priorities Report for Santa Cruz County (Project).

The Project, a partnership between RTC and the County of Santa Cruz, is to develop a Climate Adaptation Vulnerability Assessment and Transportation Priorities Report for unincorporated county-maintained roads in Santa Cruz County and the Santa Cruz Branch Rail Line (SCBRL).

The hazards brought on by climate change pose a serious threat to the county's transportation infrastructure and thus the safety and quality of life of its residents. The emphasis of the vulnerability assessment will be on identifying transportation infrastructure in the county that may be impacted by climate hazards. These transportation facilities will then be prioritized for actions to enhance resilience based on a set of metrics. This project will utilize and build upon the Caltrans Climate Adaptation Framework utilized in the Climate Change Vulnerability Assessment Report and Climate Change Adaptation Priorities Report for District 5 as a guide for creating a framework using the most up-to-date climate science.

The project will be conducted by one consultant or consultant team (Consultant) that will be responsible for technical and planning components of the study, under the guidance of the RTC and County of Santa Cruz project management team. Additional information regarding services and tasks that the successful consultant must be able to provide are included in Attachment A: Scope of Services.

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 administrating 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.

To improve Santa Cruz County's emergency response, elevate disaster awareness and prepare for increases in extreme weather due to climate change, the County Board of Supervisors, created the Office of Response, Recovery & Resilience (OR3) in December 2020. The OR3 goes beyond traditional emergency operations to create a full-service division to help our community prepare for disasters, respond during emergencies and assist with recovery. OR3's mission is threefold: to build the County's resilience for future disasters, to serve as the emergency management office for responding to ongoing disasters, and to coordinate recovery efforts for disasters that have occurred.

The Santa Cruz County Regional Transportation Commission (RTC) and the County of Santa Cruz Office of Response, Recovery & Resiliency will partner to develop a Climate Adaptation Vulnerability Assessment and Transportation Priorities Report (CAVA) for unincorporated Santa Cruz County maintained roads and the entirety of the Santa Cruz Branch Rail Line (SCBRL). The hazards brought on by climate change pose a serious threat to the county's transportation infrastructure and thus the safety and quality of life of its residents. Santa Cruz County is already experiencing the impacts of sea level rise, coastal erosion, extreme weather events and flooding, wildfires, and extreme temperatures on the county's transportation infrastructure and these impacts are increasing at an alarming rate.

In 2017 alone, a series of intense winter storms caused more than \$130 million dollars in storm damage that will take years to repair. How we respond and proactively address these issues will have a profound impact on County residents and can mitigate some of the negative impacts of Climate Change. In August 2020, an extreme lightning storm produced 11,000 bolts of lightning and started over 560 wildfires throughout California. This included the CZU Lightning Complex wildfire in the redwood forests in the north of Santa Cruz County (SCC), which caused one fatality, burned 86,509 acres, and destroyed 1,490 structures including 911 homes, and caused \$15 million in damage to Santa



Cruz County transportation infrastructure such as destroyed guardrails, damaged drainage, and compromised embankments. In early 2023, a series of atmospheric rivers swept over Santa Cruz County over the course of several weeks, breaching levees, destroying piers and other infrastructure, and causing landslides and extensive flooding. The extent of the damage is still being estimated.

The County of Santa Cruz developed a Climate Action Strategy (CAS) Plan in 2013 and updated their Local Hazard Mitigation Plan (LHMP) in 2021. The 2013 CAS described GHG emission sources in the county and outlined strategies to achieve reduction targets. A vulnerability assessment was included as part of the 2013 CAS to identify the climate impacts that may occur in Santa Cruz County (SCC) and the locations that are particularly vulnerable to these impacts. The LHMP also characterized the hazards and associated infrastructure at risk from those hazards. In 2017, the Santa Cruz County Coastal Climate Change Vulnerability Report was prepared for the coastal zone of Santa Cruz County. Next steps identified in these plans are to develop a detailed priority list for addressing public infrastructure that is identified as vulnerable.

This project will utilize existing vulnerability assessments that have been performed for the county and update as needed using the most up-to-date tools for mapping climate change impacts. The transportation projects will then be prioritized for actions to enhance resilience based on a set of prioritization metrics. The framework for this project will follow and improve upon the Caltrans Climate Adaptation Framework that was adopted from the National Cooperative Highway Research Program's Framework for Enhancing Agency Resiliency to Natural and Anthropogenic Hazards and Threats. The methodologies utilized in the Caltrans District 5 Climate Change Vulnerability Assessment Report and District 5 Climate Change Adaptation Priorities Report will be adapted to the county maintained local road network and the SCBRL corridor. The climate change data that will be utilized in this report will include the latest data on the forefront of climate science. This project will provide a uniform and replicable methodology for the city jurisdictions in SCC to follow for prioritization of their adaptation projects. The project will assess and engage communities in the unincorporated county that are particularly vulnerable to climate change impacts to better determine how to prioritize transportation projects in those communities.

Minimum Qualifications

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



- Experience with climate hazard modeling tools, data and methodologies for mapping climate change hazards in Santa Cruz County including but not limited to sea level rise, storm surge, flooding/precipitation, wildfire, slope failure, mud debris flow
- Familiarity with the latest research on climate change forecasts and timeframes
- Familiarity with data availability for developing transportation prioritization metrics
- Experience developing climate adaptation plans and/or local hazard mitigation plans with consideration of transportation infrastructure
- Familiarity with state and federal guidance on climate adaptation for transportation infrastructure

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:

Brianna Goodman, 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 **Tuesday, February 21, 2023 at 2:00pm** via videoconference over ZOOM:

<https://us02web.zoom.us/j/84686621425?pwd=Z21ZVkFncWlNOUpDTWExWTFld25iZz09>

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 Tuesday, February 28, 2023 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 March 6, 2023, the RTC must receive one (1) hard copy 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.

Work under this contract is expected to begin on April 13, 2023, and to end by no later than April 2025. Please submit your proposal specifying a breakdown of costs for each task and subtask. RTC will review all proposals that meet the project objectives. RTC may negotiate with consultant a reduced scope of work as it may deem appropriate. The contract payment terms may be actual cost-plus-fixed fee or firm fixed price with payment made based on receipt and acceptance of satisfactory deliverables. 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. Proposers are encouraged to submit proposals that do not exceed 25 pages not including attachments of resumes, detailed scope of services, project schedule, cost proposal, and cover letter. 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 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 C*. 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. Management Approach: Describe how the Proposer intends to provide and manage the resources necessary to deliver this public project in accordance with the project budget and schedule. Indicate how the firm will apply its management techniques and resources to achieve project delivery goals and provide quality control. Include information on how the firm will manage costs, schedule delays, and subconsultant deliverables. Also describe your current workload, staff availability, and include information on the firm's approach to managing projects of several different clients at once.
7. 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. 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 and personnel by title. 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.
8. Required Forms: Proposal must include the following completed forms:
 - a. [Form 1](#) California Levine Act Statement
 - b. [Form 2](#) Exceptions to the Agreement



- c. [Certification of Indirect Costs and Financial Management System](#)
- d. [Cost Proposal 1. Contracts with Cost-Plus-Fixed Fee or Lump Sum Form](#)

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 and appropriateness of proposed team structure demonstrating the respondent’s overall understanding of the project requirements.
- **Project Manager’s Relevant Experience/Qualifications (up to 20 points)**
Relevant experience includes experience working on climate adaptation projects for transportation infrastructure, conducting projects involving multiple agencies, and understanding of local context. Methods of project management including project communication, schedule and budget control, and quality assurance and quality control. Past record of performance on contracts with RTC and other public agencies will be considered. Information regarding the Project Manager’s availability to take on this project shall be provided in the proposal.
- **Key Staff’s Relevant Experience/Qualifications (up to 15 points)**
Relevant experience includes experience working on climate adaptation projects for transportation facilities, conducting projects involving multiple agencies, technical and procedural expertise, successful community engagement including engaging with disadvantaged communities, 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.

- **Cost (up to 30 points):** Appropriateness and clarity of the cost proposal and budget calculations per task. Appropriateness of allocation of non-labor resources. Cost effectiveness and best value, including hours and appropriateness of personnel assigned to each task; hourly rates; reasonableness of task budget including value-added services. The estimated total contract value is \$300,000.
- **Communications (up to 10 points)** Clarity, structure, and readability of the proposal and all submitted materials. Ability to communicate and present information clearly.

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.

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. The consultant scores for each of the evaluation criteria will be updated by the committee based on the interviews. The consultant with the highest overall score from the evaluation committee will be awarded the contract unless RTC decides to reject all proposals.

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 February 6, 2023

Consultant Proposals

- Pre-Proposal Meeting: Tuesday, February 21, 2023, at 2:00 pm, via ZOOM
<https://us02web.zoom.us/j/84686621425?pwd=Z21ZVkFncWlNOUpDTWExWTFTd25iZz09>
- Questions, Requests for Clarification or Questions Due: Tuesday, February 28, 2023, at 12PM – *send questions to:*
info@sccrtc.org
- Responses to questions, addenda and any other clarification materials posted on the RTC website: Thursday March 2, 2023
- **Proposals Due: MONDAY, MARCH 6, 2023, AT 12PM**
- Interviews: Monday, March 20, 2023
- Final ranking of consultants: Wednesday, March 22, 2023

Consultant Contract

- RTC Board Authorizes Entering into Contract: April 6, 2023
- Notice to Proceed (NTP): April 13, 2023
- Deadline to complete scope of work: April 31, 2025

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: 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.

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: RTC Standard Contract
- Attachment C: Sample RTC Work Plan

Available on the RTC Website:

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

Required Forms

- a. [Form 1](#) California Levine Act Statement
- b. [Form 2](#) Exceptions to the Agreement
- c. [Certification of Indirect Costs and Financial Management System](#)
- d. [Cost Proposal 1. Contracts with Cost-Plus-Fixed Fee or Lump Sum Form](#)



Attachment A: Scope of Services

Santa Cruz County Climate Adaptation Vulnerability Assessment and Transportation Priorities Report Scope of Services

The Santa Cruz County Regional Transportation Commission (SCCRTC) and the County of Santa Cruz Community Development and Infrastructure Department, and Office of Response, Recovery & Resilience will partner to develop a Climate Adaptation Vulnerability Assessment and Transportation Priorities Report (CAVA) for unincorporated Santa Cruz County maintained roads and the entirety of the Santa Cruz Branch Rail Line (SCBRL). The hazards brought on by climate change pose a serious threat to the county's transportation infrastructure and thus the safety and quality of life of its residents. The impacts of sea level rise, coastal erosion, extreme weather events and flooding, wildfires, and extreme temperatures on the county's transportation infrastructure are increasing at an alarming rate.

In 2017 alone, a series of intense winter storms caused more than \$130 million dollars in storm damage that will take years to repair. How we respond and proactively address these issues will have a profound impact on County residents and can mitigate some of the negative impacts of Climate Change. In August 2020, an extreme lightning storm produced 11,000 bolts of lightning and started over 560 wildfires throughout California. This included the CZU Lightning Complex wildfire in the redwood forests in the north of SCC, which burned 86,509 acres and destroyed 1,490 structures including 911 homes and caused \$15 million in damage to Santa Cruz County transportation infrastructure such as destroyed guardrails, damaged drainage, and compromised embankments.

The County of Santa Cruz developed an initial Climate Action Strategy (CAS) Plan in 2013, updated it in 2022 as the Climate Action and Adaptation Plan (CAAP) and updated their Local Hazard Mitigation Plan (LHMP) in 2021. The 2022 CAAP described GHG emission sources in the county and outlined strategies to achieve reduction targets. A Climate vulnerability technical compendium was included as part of the 2022 CAAP to identify the climate impacts that may occur in Santa Cruz County (SCC) and the locations and vulnerable populations that are particularly vulnerable to these impacts. The LHMP also characterized the hazards and associated infrastructure at risk from those hazards. In 2017, the Santa Cruz County Coastal Climate Change Vulnerability Report was prepared for the coastal zone of Santa Cruz County. Next steps identified in these plans are to develop a detailed priority list for addressing public infrastructure that is identified as vulnerable.



This project will utilize the existing 2022 CAAP and other vulnerability assessments that have been performed for the county and update as needed using the most up-to-date tools for mapping climate change impacts. The transportation projects will then be prioritized for actions to enhance resilience based on a set of prioritization metrics. The framework for this project will follow the Caltrans Climate Adaptation Framework that was adopted from the National Cooperative Highway Research Program’s Framework for Enhancing Agency Resiliency to Natural and Anthropogenic Hazards and Threats.

The methodologies utilized in the Caltrans District 5 Climate Change Vulnerability Assessment Report and District 5 Climate Change Adaptation Priorities Report will be adapted to the county maintained local road network and the SCBRL corridor. The climate change data that will be utilized in this report will include the latest data on the forefront of climate science. This project will provide a uniform and replicable methodology for the city jurisdictions in SCC to follow for prioritization of their adaptation projects. The project will assess and engage communities in the unincorporated county that are particularly vulnerable to climate change impacts to better determine how to prioritize transportation projects in those communities.

Santa Cruz County Regional Transportation Commission (RTC) will be the lead agency on this project with the County of Santa Cruz as a sub-applicant. Many county departments will be engaged in this project including Community Development and Infrastructure, and the Office of Response, Recovery & Resilience. Other stakeholders, including partner agencies at both the local and state level including transportation, planning, economic development, public health, and housing; and community organizations that represent the seniors and those with disabilities, environment, climate, transportation, and economic justice; and members of the public, will also be engaged in the development of this report.

Overall Project Objectives

The objectives of this project are to:

- Build on previous work of the County of Santa Cruz to further climate adaptation planning for the unincorporated county transportation infrastructure as well as the entirety of the Santa Cruz Branch Rail Line (SCBRL)
- Utilize and build upon the Caltrans framework, statewide tools, and methodologies where applicable for determining:
 - Climate hazards applicable to Santa Cruz County
 - Transportation asset types to be evaluated within the unincorporated county- maintained road system and the SCBRL
 - Locations of communities most vulnerable to climate change impacts with emphasis on disadvantaged communities



- Prioritization metrics that consider the forecasted timing and severity of the impacts, existing conditions, traffic volumes, available evacuation and detour routes, vulnerable and disadvantaged communities in addition to other metrics applicable to the local county- maintained roadway network and SCBRL
- Build on the vulnerability assessment work of the county to determine the areas that are at greatest risk to climate change with emphasis on disadvantaged and vulnerable communities
- Determine the priority list of transportation projects in the unincorporated county and along the SCBRL. This list will identify the order in which projects will undergo detailed asset level climate assessments for potential resiliency retrofit.
- Integrate storm damage inventories from current and prior disasters to help inform and define prioritization methodology and outcomes.
- Engage the many stakeholders and members of the public targeting vulnerable and disadvantaged communities in providing input on the various milestones of the project as outlined above
- Identify funding sources for climate adaption planning and implementation
- Provide information for long range plans on projects needed for climate adaptation for the Santa Cruz County Regional Transportation Plan and AMBAG Metropolitan Transportation Plan-Sustainable Communities Strategy
- Develop a methodology for prioritizing projects that can be utilized by the local jurisdictions to aid their own assessments
- Identify next steps in climate adaptation planning and implementation for the unincorporated county and the SCBRL

The consultant will perform the following scope of work.

Task 1: Project Management and Coordination

Purpose: To design and implement a project management and coordination plan that will establish mutual trust, transparency, communications, clear expectations, and management procedures.

Task 1.1: Project Kick Off Meeting

Consultant will participate in a project kick-off meeting with the project team to review the details of the scope of work, project schedule and deliverables. This meeting shall take place in Santa Cruz. The discussion will include:

- day-to-day communications, administration protocols, and expected outcomes
- the various tasks of the project including development of the objectives of the



- project, project framework, and hazards and assets to be evaluated
- tools, data, and other methodologies that will be needed for mapping climate change hazards
- previously completed studies relevant to this project
- coordination with stakeholders, public, RTC and County

Deliverable 1.1.1: Project schedule, meeting agenda and minutes.

Task 1.2: Biweekly Check-Ins and Written Progress Reports

Consultant will hold conference calls every 2 weeks with Regional Transportation Commission (RTC) and County staff to present progress and status of tasks. Written progress reports will be submitted monthly to the RTC contract manager with each invoice. Each report should be sufficiently detailed for the contract manager to determine if the consultant is performing to expectations and is on schedule, percentage of budget spent and achievement of overall study objectives. Reports will also contain a summary of obstacles and issues, recommended solution or course of action, and a timeline for resolution. Additional conference calls with RTC and County staff will be scheduled as needed to address timely issues in an effort to maintain the project schedule.

Deliverable 1.2.1: Biweekly meeting agendas, action items and conference calls

Deliverable 1.2.2: Monthly schedule updates

Deliverable 1.2.3: Written progress reports with each invoice

Task 2: Review Relevant Studies and Climate Hazard Tools and Data

Purpose: To review relevant plans, studies, and funding program guidelines to 1) understand the history of climate adaptation and hazard mitigation work done within Santa Cruz County, 2) understand the Caltrans Climate Adaptation Framework and work to date, and 3) identify best practices from similar studies on how to prioritize transportation infrastructure for future detailed climate resiliency assessments.

Task 2.1: Review Previous Studies Relevant to Project

Consultant shall review previous climate adaptation work relevant to this project including but not limited to:

- 2013 County of Santa Cruz Climate Action Strategy
- 2015 Capitola Climate Action Plan
- 2017 Climate Change Scoping Plan Update
- 2017 Coastal Climate Change Vulnerability Report (Focus is on coastal zone in Santa Cruz County)
- 2019 County of Santa Cruz/City of Scotts Valley Complete Streets to Schools Plan



- 2019 Caltrans Climate Change Vulnerability Assessments – District 5 Technical Report
- 2020 Central Coast Highway 1 Climate Resiliency Study (Focus is on Moss Landing area in Monterey County)
- 2020 California Adaptation Planning Guide
- 2021 California Coastal Commission Draft SLR Policy Guidance for Critical Infrastructure
- 2021 County of Santa Cruz Local Hazard Mitigation Plan
- 2021 Caltrans Climate Change Adaptation Priorities Report – District 5
- 2021 Caltrans District 5 Active Transportation Plan
- 2021 Climate Action Plan for Transportation Infrastructure (CAPTI)
- Watsonville 2030 Climate Action and Adaptation Plan
- 2022 County of Santa Cruz Climate Action and Adaptation Plan
- 2022 Sustainable Santa Cruz County Plan and General Plan Update
- 2022 Santa Cruz County Active Transportation Plan
- 2023 County of Santa Cruz Regional Housing Needs Allocation
- 2023 County of Santa Cruz Housing Element Update
- U.S. Climate Resilience Toolkit
- Transformative Climate Communities Program
- City of Santa Cruz Climate Action Plan
- City of Watsonville Climate Action Plan

Review climate adaptation planning efforts from similar coastal counties including but not limited to:

- San Francisco, San Mateo, Alameda, Monterey, San Luis Obispo, Santa Barbara

Deliverable 2.1.1: List and summarize studies reviewed and provide best practices as they inform pertinent aspects of this analysis.

Task 2.2: Review Tools, Data, and Methodologies for Mapping Climate Hazards

Consultant shall review tools, data, and methodologies for mapping climate change hazards in Santa Cruz County including but not limited to:

- Cal-Adapt 2.0
- NOAA Sea Level Rise data
- FEMA Flood Hazard Areas
- Scripps Institution of Oceanography – 100-year storm precipitation depth
- Scripps Institution of Oceanography – Average Maximum Temperature
- US Forest Service Wildfire Models
- State of California Sea Level Rise Guidance – 2018 Update
- Nature Conservancy Coastal Resilience mapping portal



- Center for Western Weather and Water Extremes
- Santa Cruz County – Atkins Debris Flow Flood Study
- MBARI Climate Change Research
- USGS Coastal Storm Modeling System (CoSMoS)
- AR6 Climate Change 2021 – Intergovernmental Panel on Climate Change

Deliverable 2.2.1: List and summarize tools/data/methodologies reviewed and provide existing best practices for mapping climate hazards.

Task 3: Develop Project Framework

Purpose: Identify the methodology for performing the vulnerability assessment, prioritization metrics, and project priority list. A memorandum outlining the detailed methodology will be developed that includes climate hazards and assets to be evaluated and metrics for assessing prioritization. Consideration should be given for the 2017 Coastal Climate Change Vulnerability Report that evaluated climate impacts along the coast of Santa Cruz County.

Task 3.1 Determine the climate hazards that impact the transportation infrastructure. These hazards could include but are not limited to the following:

- Coastal Hazards
 - Sea level rise (SLR)
 - Storm surge
 - Coastal cliff retreat
- Wildfire
 - Including burn scar debris flows
- High intensity/short duration rainfall events such as-Atmospheric Rivers
 - Flooding
 - Slope failure
- Temperature extremes
- Drought

Deliverable 3.1.1 List of climate hazards to be evaluated

Task 3.2 Determine the most up-to-date climate science data and tools to use for assessing climate impact areas building on the work that has previously been mapped within the coastal zone and emphasizing the areas within the interior of the county that are prone to wildfire, flooding, slope failure, and debris flow.

Deliverable 3.2.1 List the data and tools to be used for assessing climate hazards for all of Santa Cruz County



Task 3.3 Determine the transportation assets that will be evaluated in the unincorporated county and along the Santa Cruz Branch Rail Line (SCBRL). These assets may include but are not limited to the following:

- Local roadways
 - Roadways
 - Slopes and embankments
 - Retaining walls
 - Guardrails
 - Sidewalks
 - Bicycle facilities
 - Bridges
 - Culverts and other drainage systems
 - Utilities along roadway infrastructure
 - Intersections – traffic signals etc.
- SCBRL rail and trail
 - Track, ties, and ballast
 - Bridges
 - Retaining walls
 - Slopes and embankments
 - Culverts and other drainage systems
 - Trail pavement

Deliverable 3.3.1 List of transportation assets to be evaluated

Task 3.4 Establish the metrics that include both exposure level and degree of consequences that will determine the prioritization. Metrics could include but are not limited to the following:

- Hazards
 - Length of asset exposed to a given level of sea level rise, coastal cliff retreat, and 100- year storm flooding
 - Lowest SLR increment that results in damage from coastal hazards
 - Highest Projected Wildfire Level of Concern
 - Highest Projected Post-Wildfire Mud Debris Level of Concern
 - Length of Asset exposed to riverine flooding – 100- year storm
 - Areas with temperature forecasts for over a given number of degrees
 - Length of asset exposed to slopes above or below with a grade greater than a given number of degrees
 - Length of Asset adjacent to slopes over 20%
- Consequences
 - Average annual daily traffic
 - Average annual daily truck traffic
 - Identify if transit route and/or active transportation route



- Incremental travel time/distance to detour around the asset if impacted
- Status as evacuation route
- Bridge scour rating
- Existing asset condition rating
- Existence of critical utilities (water, gas, electric, sanitary sewers, etc.)
- Location relative to disadvantaged and vulnerable communities
- Impacts to existing RHNA sites with lower income housing
- Roadways with only one way in and out

Deliverable 3.4.1 Table of Metrics for each Asset-Hazard Combination

Task 3.5 Develop the project framework for performing the vulnerability assessment, prioritization metrics, and project priority list. A memorandum outlining the detailed methodology will be developed that includes the hazards and assets evaluated, tools utilized and data needs for determining the metric ratings.

Deliverable 3.5.1: Memorandum on Project Framework defining the lists and maps of hazards and assets and the metrics to be utilized for prioritization of asset resiliency assessments.

Task 4: Public and Stakeholder Outreach

Purpose: RTC and County of Santa Cruz will be developing a stakeholder engagement plan that provides multiple, diverse opportunities (online and in person) for partner agencies, emergency responders, community organizations, community leaders, elected officials, and members of the public to participate at key project milestones in the development of the project. Consultant will support the outreach with graphics and attendance at meetings.

Task 4.1 Consultant will provide graphic support and attend stakeholder meetings as part of the team to answer questions about the project. Input will be solicited from an advisory group of representatives of disadvantaged and vulnerable communities including public health, land use planning, senior, disabled, and Spanish speaking organizations, and other community leaders to determine how best to engage vulnerable and disadvantaged communities.

Traditional and non-traditional outreach methods led by RTC and the County with support from the consultants may include the following:

- Partner agency (public works, planning, public health, economic development, housing, emergency responders etc.), RTC Committee meetings and public outreach to solicit input at key milestones. Key milestones of the project include:
 - Development of project framework including hazards and transportation assets evaluated and metrics used



- Vulnerability assessment results, including mapping of areas exposed to climate hazard as well as consequence metrics such as identification of disadvantaged/vulnerable communities
- Draft report with prioritization of transportation assets
- Public hearing before RTC vote to approve the report
- Based on the stakeholder engagement plan, input will be solicited from stakeholders on the assets evaluated, metrics used, and final scoring
- Community Workshops targeting areas most susceptible to climate change impacts utilizing a combination of presentation, discussion, and interactive exercises.
- Direct outreach to organizations who serve traditionally underrepresented, hard-to-reach groups
- Website for members of the public to learn about the study, review study findings and provide input.
- Electronic newsletters, News releases
- Bilingual public outreach

Deliverable 4.1.1: Graphics to support stakeholder and public outreach and attendance at meetings

Task 5: Vulnerability Assessment

Purpose: Based on the project framework developed in Task 3, the vulnerability of the assets will be assessed through mapping both the assets and the hazards in a GIS.

Task 5.1 Using the most up-to-date climate science data and tools for assessing climate impact areas, map the climate hazard areas for all of Santa Cruz County, building on the work that has previously been mapped within the coastal zone and emphasizing the areas within the interior of the county that are prone to wildfire, flooding, slope failure, and debris flow.

Deliverable 5.1.1 Map the climate impact areas for each of the hazards for all of Santa Cruz County in a GIS

Task 5.2 Collect and compile the data on transportation asset locations and other attributes that will be used in the metrics (AADT, transit route, active transportation, critical utilities, evacuation route status etc.) into a GIS. Consultants will work with RTC and the County to compile the data needed on the asset's locations and other attributes as feasible and will map in a GIS.

Deliverable 5.2.1 Map of asset data in a GIS including existing conditions and data needed for consequence metrics.



Task 5.3 Determine the areas with disadvantaged/vulnerable communities in the unincorporated county that could be impacted by climate hazards- RTC and County will work with the consultant to define and map the location of these vulnerable communities.

Deliverable 5.3.1 Map of disadvantaged/vulnerable communities in unincorporated Santa Cruz County in a GIS using tessellated or more granular analysis geographies than census block levels.

Task 6: Prioritize Transportation Projects for Adaptation Planning

Task 6.1 Evaluate the transportation assets within the hazard areas and score the assets using the metrics that have been identified.

Deliverable 6.1.1 Table of scores for transportation assets

Task 6.2 Determine the list of priority transportation projects for the unincorporated county and the SCBRL

Deliverable 6.2.1 List of transportation assets in priority order for local transportation facilities in Unincorporated County

Deliverable 6.2.2 List of transportation assets in priority order for SCBRL including the Rail Trail

Task 7: Draft and Final Report

Purpose: To prepare the Administrative, Draft, and Final Reports that clearly lays out the climate adaptation vulnerability assessment and the methodology for prioritization of transportation assets for future detailed resiliency assessments. Consultant will work with the RTC and County to prepare the content and outline for a visually appealing, graphics-oriented report. Consultant will use the deliverables prepared for the previous tasks in preparing the report.

Task 7.1: Preparation of Administrative Draft

Consultant shall prepare an administrative draft report that clearly documents the tools, data, and methodologies used in the vulnerability assessment and transportation prioritization. The administrative draft report should include recommendations for next steps. Consultant shall submit administrative draft document to RTC and County staff. The report should include a detailed description of the analysis completed including any assumptions and limitations to the analysis as well as the public and stakeholder outreach. Methodologies used need to be rigorously documented. RTC and County staff will submit a consolidated set of comments to the consultant.



Deliverable 7.1.1: Administrative Draft of Santa Cruz County Climate Adaptation Vulnerability Assessment and Transportation Priorities Report

Deliverable 7.1.2: Revised Administrative draft based on RTC and County staff comments.

Task 7.2: Draft Report and Presentation for RTC, Partner Agencies, and the Public

Consultant shall address comments received on administrative draft from RTC and County staff and prepare draft report. RTC staff will solicit comments on the draft document from advisory committees. Consultant will present the findings of the draft report at a partner agency meeting to solicit input. Consultant will present the findings of the draft report to the RTC and County Board of Supervisors (BOS). Consultant will consider comments received and make revisions as directed by RTC and County BOS.

Deliverable 7.2.1: Draft of Santa Cruz County Climate Adaptation Vulnerability Assessment and Transportation Priorities Report

Deliverable 7.2.2: Compiled list of comments from public, partner agency, advisory committees, County, and RTC and responses to the comments

Deliverable 7.2.3: Meeting agenda, presentation slides, and oral presentation of draft report at partner agency meeting and meeting minutes

Deliverable 7.2.4: PowerPoint and oral presentation of draft report at RTC and County BOS meetings

Task 7.3: Final Report

Complete the final report with consideration of comments received from RTC and County BOS, RTC Committees, stakeholders, public and RTC and County staff on draft document. Final report should include a discussion of funding opportunities and recommendations for next steps. Include credit of the financial contribution of the Caltrans grant program on the cover of the report.

Deliverable 7.3.1: Final Report of Santa Cruz County Climate Adaptation Vulnerability Assessment and Transportation Priorities Report

Deliverable 7.3.2: Compiled list of comments from public, stakeholders, partner agency, advisory committees, County, and RTC and responses to the comments

Deliverable 7.3.3 - GIS Storymap of report findings for graphical and visual representation of results.



Attachment B: Sample RTC Contract

AGREEMENT NO. TPXXXX
PROFESSIONAL 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 The parties agree as follows:

1. DUTIES.

- A. CONSULTANT agrees to exercise special skill to accomplish the following results: *Santa Cruz County Climate Adaptation— Vulnerability Assessment and Transportation Priorities Report*, as specified in Exhibit A Scope of Services and Work Plan, 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
		Title
		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 AGREEMENT includes the subconsultant(s) listed in Exhibit C Fee Schedule/Cost Proposal.
- E. Except as expressly authorized herein, CONSULTANT'S obligations under this AGREEMENT 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 AGREEMENT 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

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

2. **COMPENSATION.**

In consideration for CONSULTANT accomplishing work to be performed under this AGREEMENT (as described in Exhibit A Scope of Services), in a manner acceptable to the COMMISSION, the COMMISSION shall compensate CONSULTANT a lump sum amount not to exceed \$_____. The total lump sum price paid to the Consultant will include compensation for all work incidental, including travel and any tools and equipment described in Exhibit A Scope of Services of this AGREEMENT. No additional compensation will be paid to CONSULTANT. Payment will only be issued upon the satisfactory completion of projects and compliance with all requirements as directed by the COMMISSION'S contract manager.

- A. **Invoices.** CONTRACTOR shall submit invoices once a month, based on the cost incurred prior to the invoice date. CONTRACTOR shall have no later than ninety (90) days after the completion of work to invoice COMMISSION for all amounts due and outstanding as governed by this Contract. In the event CONTRACTOR fails to invoice COMMISSION for all amounts due within such ninety (90) day period, CONTRACTOR shall waive its right to collect payment from COMMISSION. Invoices shall be submitted to:

Santa Cruz County Transportation Commission
Attn: Brianna Goodman
1101 Pacific Avenue, Suite 250
Santa Cruz, CA, 95060

And/or via email at:

bgoodman@sccrtc.org and AccountsPayable@sccrtc.org



The invoices must include the following information:

1. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
2. Itemized expenses incurred during the billing period;
3. Total invoice/payment requested;
4. Total amount previously paid under this AGREEMENT; and
5. 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.

- B. **Reimbursable Expenses.** No expenses, costs, or liabilities of the CONSULTANT shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the Scope of Services (Exhibit A), unless negotiated and pre-approved in writing by Commission contract manager

1. 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).

3. PROMPT PAYMENT FROM THE COMMISSION TO CONSULTANT

COMMISSION shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT. If COMMISSION fails to pay promptly, COMMISSION shall pay interest to the CONSULTANT, 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, COMMISSION shall act in accordance with both of the following:

- A. Each payment request shall be reviewed by COMMISSION 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.

4. FUNDING REQUIREMENTS

- A. It is mutually understood between the CONSULTANT and COMMISSION that this AGREEMENT 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 AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. In addition, this AGREEMENT 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 AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COMMISSION has the option to terminate the AGREEMENT pursuant to Section 7. Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

5. RETENTION OF FUNDS.

- A. No retainage will be held by COMMISSION from progress payments due to CONSULTANT. CONSULTANT and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment to subconsultants 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.

6. TERM.

- A. This AGREEMENT is contingent upon prior approval by the COMMISSION, and the CONSULTANT shall commence work after notification to proceed by the COMMISSION'S Contract Manager.
- B. The term of this AGREEMENT shall be through_____.

7. TERMINATION.

- A. This AGREEMENT 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 and in the event of termination for cause, provides the reasons for termination stated in the notice.
- A. COMMISSION may temporarily suspend this AGREEMENT, 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 AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- B. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this AGREEMENT for damages sustained by COMMISSION by virtue of any breach of this AGREEMENT 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.
- C. If COMMISSION terminates this AGREEMENT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the AGREEMENT in which case the overage shall be deducted from any sum due CONSULTANT under this AGREEMENT and the balance, if any, shall be paid to CONSULTANT upon demand.
- D. Upon termination, COMMISSION shall be entitled to all CONSULTANT'S work produced under this AGREEMENT, including, but not limited to, reports, investigations, appraisals, inventories,



studies, analysis, drawing and data estimates performed to that date, whether or not complete.

- E. COMMISSION may terminate this AGREEMENT 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.
- F. CONSULTANT may terminate this AGREEMENT 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.

8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

- A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT due to the recklessness, 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 recklessness, 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 AGREEMENT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).
- C. In the event that CONSULTANT or any employee, agent, or subconsultant of CONSULTANT providing services under this AGREEMENT is determined by a court of competent jurisdiction or the



California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONSULTANT shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.

D. The provisions of this section shall survive expiration, termination, or suspension of this AGREEMENT.

9. SAFETY.

- A. The CONSULTANT shall comply with OSHA, Cal/OSHA, and all other safety requirements and regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COMMISSION Safety Officer and other COMMISSION representatives.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that 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

10. INSURANCE.

CONSULTANT, at its sole cost and expense, for the full term of this AGREEMENT, and any extensions thereof, shall obtain and maintain at a 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 AGREEMENT, including owned, non-owned (e.g., owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of one million (\$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 four million (\$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. Professional Liability Insurance in the minimum amount of one million dollars (\$1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION here: _____ / _____.

5. If the CONSULTANT 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 CONSULTANT. 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. CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this AGREEMENT.

Other Insurance Provisions

1. If any insurance coverage required in this AGREEMENT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this AGREEMENT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this AGREEMENT (hereinafter "POST AGREEMENT COVERAGE") and any extensions thereof.



CONSULTANT may maintain the required POST AGREEMENT COVERAGE by renewal or purchase of prior acts or tail coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2. All policies of Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its governing body, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or equivalent, covering ongoing operations and products and completed operations.
3. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this AGREEMENT with Certificates of Insurance and endorsements for all required coverages. 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 notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days (30) days in advance of the effective date of such cancellation, or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. 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: Contracts
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060
contracts@sccrtc.org

4. The CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, 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 AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the COMMISSION. In the event the CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the COMMISSION may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

5. If any insurance policy of CONSULTANT required by this AGREEMENT 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.
6. 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 AGREEMENT so as to not prevent any of the parties to this AGREEMENT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.
7. 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.

8. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this AGREEMENT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. FEDERAL, STATE AND LOCAL LAWS.

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

12. 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 Government Code 12990 et seq. 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 AGREEMENT, the CONSULTANT and its subconsultants shall not deny the AGREEMENT 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 ensure 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. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other AGREEMENT.
- E. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- F. 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.
- G. In the event of CONSULTANT’S non-compliance with the non-discrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, the COMMISSION may cancel, terminate or suspend the AGREEMENT in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

13. 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.

14. 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 AGREEMENT, or any ensuing COMMISSION construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, 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 AGREEMENT. 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 AGREEMENT. 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 AGREEMENT.
- 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.

15. LICENSES.

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



16. 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.

17. 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, including any pension or PERS benefits. 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 where the work is 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 AGREEMENT 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 party that an employer-employee relationship exists by reason of this AGREEMENT.

- F. Except as expressly authorized herein, CONSULTANT'S obligations under this AGREEMENT 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 AGREEMENT 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.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- A. CONSULTANT and subconsultant 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.

19. RETENTION OF RECORDS/AUDIT.

- B. 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 AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT'S independent CPA, shall make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT 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.
- C. The State, State Auditor, COMMISSION shall have access to any books, records, and documents of CONSULTANT, subconsultants, and its/their certified public accountants' (CPA) work papers that are pertinent to the AGREEMENT. CONSULTANT shall furnish indirect cost



rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof if requested.

20. ACKNOWLEDGMENT.

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

21. WORK PRODUCTS/OWNERSHIP OF DATA.

- A. All material, data, information, and written, graphic or other work produced under this AGREEMENT shall be the property of COMMISSION, as such the material, data, information, and written, graphic or other work 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. Immediately upon termination or expiration of this AGREEMENT or upon completion of all work under this AGREEMENT, the COMMISSION shall be entitled to and the CONSULTANT shall deliver to the COMMISSION reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to date, whether completed or not, and other such materials as may have been prepared by CONSULTANT in performing this AGREEMENT (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 AGREEMENT must be approved in writing by the COMMISSION.
- C. Additionally, it is agreed that the Parties intend this to be an AGREEMENT 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 AGREEMENT. Any reuse by COMMISSION for another project or project location shall be at COMMISSION'S sole risk.

- E. The COMMISSION may permit copyrighting reports or other AGREEMENT products, subject to its rights in Paragraph F 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.
- F. 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 and/or right 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 and/or right.

22. 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 AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or disclosure pursuant to a public hearing held by COMMISSION relating to the AGREEMENT, 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 AGREEMENT 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 AGREEMENT without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION'S written permission.



23. 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.

24. 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 AGREEMENT record.

25. 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.

26. 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 AGREEMENT shall be valid unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT, without prior written approval by COMMISSION’s Contract Manager.
- D. 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.

27. DISPUTES.

This AGREEMENT shall be construed under the laws of the State of California. Pending final resolution of a dispute hereunder, CONSULTANT



shall proceed diligently with the performance of this AGREEMENT and shall comply with COMMISSION'S instructions.

- A. Prior to either party commencing any legal action under this AGREEMENT, 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.
- B. Any dispute, other than audit disputes, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of the COMMISSION'S Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONSULTANT. The committee's determination regarding such dispute shall be final unless the committee determines, in its sole discretion, that the dispute shall be determined by the COMMISSION.
- C. Not later than 30 days after completion of all work under the AGREEMENT, CONSULTANT may request review by COMMISSION of unresolved claims or disputes, other than audit. The request for review will be submitted in writing and carried out in accordance with the process described in paragraph A.
- D. 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 AGREEMENT.

28. 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 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 AGREEMENT.
- 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, an AGREEMENT 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 AGREEMENT, Fee Schedule/Cost Proposal (Exhibit C) and ICR and related work papers, 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, including making copies as necessary. The AGREEMENT, 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 AGREEMENT 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 COMMISSION, and/or federal, State, or other local governments have access to CPA workpapers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT 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. Refusal 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 AGREEMENT terms and cause for termination of the AGREEMENT 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 (3) 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.

29. SUBCONTRACTING.

- A. The CONSULTANT is responsible for performing the work required under the AGREEMENT in a manner acceptable to COMMISSION. The CONSULTANT'S organization and all associated consultants and subconsultants must be identified in Section 1 of this CONTRACT or the Fee Schedule/Cost Proposal (Exhibit C). If the CONSULTANT wishes to use a subconsultant not specified in this AGREEMENT or Exhibit C, prior written approval must be obtained from the COMMISSION. The subcontract must contain all required provisions of this AGREEMENT. All subawards must include adequate oversight, management, and administration of 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 AGREEMENT 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 AGREEMENT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule/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 AGREEMENT shall contain all the provisions stipulated in this AGREEMENT 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.

30. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

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

31. CONTINGENT FEE.

CONSULTANT warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT 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.

32. NOTIFICATION.

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

CONSULTANT:

Firm
Project Manager
Address
Email Address

COMMISSION:

Santa Cruz County Regional Transportation Commission
Brianna Goodman, Transportation Planner
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
BGoodman@sccrtc.org

33. FORCE MAJEURE

Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this AGREEMENT 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 AGREEMENT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this AGREEMENT has been suspended because of an event of force majeure, the other party may



likewise suspend the performance of its obligations under this AGREEMENT to the extent that the suspension is reasonable.

34. COMPLETE AGREEMENT.

- A. AGREEMENT: The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.
- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this AGREEMENT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS. This AGREEMENT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the AGREEMENT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or conditions. The COMMISSION'S waiver of CONSULTANT'S performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver for any future performance of such term(s) or conditions(s).
- D. Attachments:
 - Exhibit A: Scope of Services and Work Plan
 - Exhibit B: Project Schedule
 - Exhibit C: [Cost Proposal 1. Contracts with Cost-Plus-Fixed Fee or Lump Sum Form](#)
 - Exhibit D: [Certification of Indirect Costs and Financial Management System](#)



Exhibit E: Levine Act Statement

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. _____ to be executed on the date first written above.



SIGNATURE PAGE

Agreement No. TPXXXX

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 Contracts, CONSULTANT



