



Santa Cruz County Regional Transportation Commission

—NOTICE—

Request for Proposals (RFP) 2614 for On-Call Biological and Environmental Consulting Services

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified consultants to submit a proposal for Professional Biological and Environmental Consulting Services for activities along the Santa Cruz Branch Rail Line (SCBRL).

Issue Date: July 16, 2026
Closing Date: August 13, 2026

Interested parties must submit one (1) electronic PDF version of their proposal with separate, password protected, cost proposal by the closing date.

Proposals relating to this RFP shall be submitted to:
Santa Cruz County Regional Transportation Commission
Subject: RFP2614
Attention: Bella Kressman
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
Electronic: bkressman@sccrtc.org and 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 "RFP2614 On-Call Biological and Environmental Consulting Services" 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: July 16, 2026
TO: Interested Consultants
FROM: Bella Kressman, Real Property Specialist
SUBJECT: Request for Proposals (RFP) 2614 for
On-Call Biological and Environmental Consulting
Services

INVITATION

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified consultants to submit a proposal for Biological and Environmental Consulting Services along the Santa Cruz Branch Rail Line (SCBRL). Future task orders may include but are not limited to, permit preparation, assistance with developing and meeting mitigation requirements, preparing environmental reports, assessments, and other compliance documents as needed, as well as environmental consulting, training, field monitoring and assessments, and pre-construction and pre-work surveys for sensitive species.

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 by **August 13, 2026**. 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

Thursday, July 16, 2026	RFP available
Tuesday, July 28, 2026 at 2:00 pm	Pre-proposal meeting on Teams
Friday, July 31, 2026, 4:00 PM	Requests for Clarification or Questions Due



August 13, 2026, 4:00PM	Proposals Due
October 1, 2026	Commission Awards Contract
October 15, 2026	Notice to Proceed

CONTACT

Responses and inquiries relating to this RFP shall be submitted to:
Santa Cruz County Regional Transportation Commission
Attn: Bella Kressman, Real Property Specialist
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
831-460-3200 / Email: bkressman@sccrtc.org and info@sccrtc.org

Email inquiries relating to this Request for Proposals should include
"RFP2614: On-Call Biological and Environmental Consulting Services" in the
subject header.



Request for Proposals:

On-Call Biological and Environmental Consulting 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 projects. The RTC is responsible for securing and administering local, state, and federal funds to implement projects and programs consistent with approved transportation policies. Implementation of federally mandated activities is done in coordination with the region's Metropolitan Planning Organization (MPO) - the Association of Monterey Bay Area Governments (AMBAG) and the state department of transportation (Caltrans). The RTC is governed by a board of directors comprised of all 5 County Supervisors, a representative from each of the 4 cities in the county (Capitola, Santa Cruz, Scotts Valley, and Watsonville), and 3 representatives from the Santa Cruz Metropolitan Transit District. Additional information about the RTC is available at www.sccrtc.org.

In 2012, the RTC purchased the Santa Cruz Branch Rail Line (Branch Line) from Union Pacific Railroad to advance multi-modal transportation projects. The 32-mile Branch Line spanning along the Monterey Bay from the town of Pajaro, in Monterey County, to Davenport, in Santa Cruz County. The RTC owns the right of way and all rail facilities while a freight easement was retained by UP and has transferred to subsequent railroad operators. Freight service is active for approximately 3 miles on the Branch Line between Watsonville and the Watsonville/Pajaro Junction. The RTC manages the Branch Line corridor north of Watsonville, except for approximately .5 miles where there is recreational rail near the Santa Cruz Beach Boardwalk. Certain locations in the corridor contain federal and/or state listed sensitive species and habitats requiring coordination with an environmental consultant for maintenance and project activities in those locations. Some of the RTC's property management functions must be coordinated with railroad use and operations.

Contract Description

For biological and environmental services described in the scope of services, Attachment A, the contract with the selected consultant will be a cost-plus-fixed fee to be negotiated based on the Proposer scope of services, work plan, and submitted fee schedule. Work will be issued on a task order basis after contractor has provided an estimate for work to be performed and approved by RTC contract manager. This contract will be funded

with Measure D local sales tax revenue. State or federal funding is anticipated for project specific tasks.

Note that the maximum fixed fee amount is 10%, and subconsultant mark-ups are not allowed. A copy of the RTC's agreement template is included in Attachment B.

Minimum Qualifications

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

- Familiarity with preparing environmental documents, reports, assessments, and technical studies.
- Experience coordinating with various local, state, and federal agencies and jurisdictions.
- Technical expertise performing biological and environmental consulting, field training, and assessments.
- Experience with permit compliance for state and/or federal entities such as U.S. Army Corps of Engineers, California Department of Fish & Wildlife, California Coastal Commission, Regional Water Quality Control Board including mitigation compliance.
- Experience with construction monitoring, biological field monitoring, preconstruction surveying, habitat mitigation plan development and monitoring, and associated reporting. Experience with state and federally funded projects, including project compliance requirements and environmental constraints, especially projects within Santa Cruz County.
- Past work with public agencies, contract administration, invoicing procedures, and audits.

General Information

RFP Definitions:

Throughout this RFP, the following definitions will be used:

- “Agreement” 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.

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

Attention: Bella Kressman, Real Property Specialist
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
831-460-3200 / Email: bkressman@sccrtc.org and 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.

Interested parties are encouraged to submit questions or requests for clarification by email in advance of the meeting to bkressman@sccrtc.org and info@sccrtc.org. Responses to questions raised will be discussed at the Pre-Proposal Meeting with the Teams Link to be posted on the RTC website or by accessing through:

<https://teams.microsoft.com/meet/22530353061935?p=leVBOHPscM9GKwWzHD>

Meeting ID: 225 303 530 619 35

Passcode: nu6nQ32g

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 **July 31, 2026** to guarantee a response.

Email questions or requests for clarification to: bkressman@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 August 13, 2026 at 4:00PM. The RTC must receive one (1) electronic PDF version of the proposal with a separate, password protected, fee schedule. Fee schedule shall be in the form of specific rates of compensation. RTC will request the password for fee schedule after initial proposal review and ranking.

Proposal materials received after this time will not be considered.

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 extended 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.

Introduction

A scope of work 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 **October 15, 2026** and will be for a term of 1 year with an option to extend for additional year(s), up to five (5) years. The RTC will review all proposals that meet

the minimum qualifications. The RTC may negotiate with a reduced scope of work with Consultant as it may deem appropriate.

Proposal Format

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, Sample Work Plan (*Attachment C*), 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.

In order to simplify the review process and to facilitate comparative analysis, the proposal shall be organized in the following manner:

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 professional qualifications, licenses, permits, and previous experience on similar projects. Description of project experience shall

include a summary of the work performed, total project 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" including subconsultants who are members of the project team that may not be changed once the proposal is submitted without prior approval of the RTC.
5. **Approach/Work Plan:** Completed workplan in the format of the Sample Work Plan (Attachment C) for each of the tasks identified in the Scope of Services (Attachment A). The Work Plan should show the level of effort for each task and subtask including the use of subconsultants and shall establish the respondents understanding ability to meet the objectives of the RTC's needs. Respondents should identify and describe their approach for similar projects based on the tasks described in the Scope of Services.
6. **Management Approach:** Describe how the Proposer intends to provide and manage the resources necessary to deliver the requested services. Indicate how the firm will apply its management techniques and resources to achieve project or task 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. **(Password Protected) Fee Schedule/Cost Proposal:** Include a fee schedule/cost proposal that outlines costs for each task in the Work Plan and related deliverables as outlined in the proposer's Scope of Services. The cost proposal shall include a rate sheet with personnel by title and all costs to the RTC including other direct costs (ODC) broken down by tasks. The cost proposal shall show the costs of the prime consultant and all subconsultants. Charging a mark-up for subconsultants is not allowed. 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](#))
8. **Required Forms:** Proposal must include the following completed forms:

- a. [Form 1](#) California Levine Act Statement
- b. [Form 2](#) Consultant exceptions to the Sample Agreement (Attachment B)
- c. [Sample Cost Proposal for Specific Rate of Compensation](#)
- d. [Certification of Indirect Costs and Financial Management System](#) for Consultant and each subconsultant

Method and Criteria for Selection

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

Responsive proposals will be evaluated as follows:

Project Understanding/Work Plan (up to 30 points) Understanding of the RFP objectives, RTC task and project needs, and the completeness of the proposer's detailed scope of services.

- **Key Staff's Relevant Experience/Qualifications (up to 30 points)** Demonstrated experience in environmental documentation and reporting, biological and environmental consulting assessments and field work, federally funded projects, and work with public agencies as outlined in the Minimum Qualifications.
- **Management Approach and Staffing Plan (up to 30 points)** for performing the scope of services efficiently and effectively within a task order budget, scope of services, and schedule of deliverables, including staff allocated to the major tasks and appropriateness of proposed team structure demonstrating the respondent's overall understanding of the project requirements.
- **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 (Optional): 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.

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.

Labor Requirements: Consultant and subconsultants shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects. Prevailing rate of per diem wages are available online at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The consultant shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Consultant and its subconsultant(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1. Consultants shall conduct work while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

Accessible Electronic Documents: In order to facilitate public engagement and ensure accessibility of documents, Consultant shall provide Americans with Disabilities Act of 1994 (ADA)-accessible electronic copies of any documents being distributed for board and public review, final reports, and public outreach materials, as applicable. Guidance on ADA remediation of documents is available at: <https://www.section508.gov/create/>

Work Products/Ownership of Data

To the extent the successful candidate creates work product as defined in the Scope of Services (Attachment A) all work product shall remain the property of SCCRTC. Successful candidate shall not release any reports, information or promotional material or allow for the use of any photos related to the contracted work for any purpose without prior written approval of SCCRTC.

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 (Attachment A). 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 B.

Respondents shall be prepared to accept the terms and conditions of the contract provided herein as *Attachment B*, 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 anticipated to be funded in part by a grant from the State Highway Administration. 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 and subconsultants shall also have all State, federal, and local licenses required by applicable law for the performance of the services or any portion thereof.

Non-discrimination: SCCRTC's Nondiscrimination Plan is available on our website (<https://www.sccrtc.org/wp-content/uploads/2025/01/2025-RTC-TitleVI-Program.pdf>) It is the policy of SCCRTC 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 SCCRTC's procurement, and professional services activities. The consultant or subconsultant 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.

Drug-Free Workplace: Consultants 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.

Disadvantage Business Enterprise (DBE): As a recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), the RTC is also committed to and has adopted a DBE Program for contracts in accordance with federal regulations. This solicitation is subject to Title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

There is no DBE goal or good faith effort required for the contract resulting from this procurement. On October 24, 2025, Caltrans issued a

notice stating that the DBE program would be suspended until further notice. RTC is committed to working closely with consultants to maintain compliance as may be required by any future updates.

For more information on the suspension go to:

<https://dot.ca.gov/programs/local-assistance/local-civilcompliance/disadvantaged-business-enterprise-dbe>

Where subcontracting opportunities exist, consultants should utilize the Caltrans DBE Database to find certified DBEs to consider for their team: <https://caltrans.dbesystem.com/> (Search Directory of Certified Firms).

Financial Management and Accounting System Requirements:

Contracts shall not be awarded to consultants or subconsultants without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR 200, 49 CFR Part 18, and 48 CFR Part 31. Consultant's financial management system must be adequate to accumulate and segregate reasonable, allowable, and allocable direct and indirect project costs. NOTE: Indirect cost rate (ICR) documentation review is required PRIOR TO CONTRACT EXECUTION. *Sole proprietors with no employees and billing a straight rate may be an exception to this requirement.

1. All firms (including all tiers of subconsultants) must include the [Certification of Indirect Costs and Financial Management System](#) (or Safe Harbor Certification) and cost proposal form in their response to this RFP. The forms are included in the Required Forms listed in the RFP. The ICR on the cost proposal must be the same or lower as the ICR shown on the ICR Certification form.
2. The ICR Certification shall represent the most recently completed Fiscal Period. ("Fiscal Period" is filled in on the fourth line under the "Indirect Cost Rate" heading on the form). Fiscal period for this procurement is calendar or accounting year ending in 2025 or later. Date range must have a beginning and an end (e.g., 01/01/2025 – 12/31/2025).
3. If a subconsultant chooses, they may be eligible to submit a Safe Harbor Certification form in lieu of the [ICR Certification](#) form. Eligibility requirements are found on the form. RTC submits the completed form to Caltrans. If the Safe Harbor certification is approved by Caltrans and Acceptance ID issued, no further documentation is required. The cost proposal must be updated with the Safe Harbor rate after approval with the overall project budget updated to match.

4. ICR review will be conducted after the successful proposer has been notified by the RTC, and BEFORE contract execution:
 - a. The Caltrans Acceptance ID is issued upon review and acceptance of the consultant's ICR. Some firms may already have an ID for the corresponding Fiscal Period.
 - b. If the consultant has been issued a Caltrans Acceptance ID for Indirect Cost for the corresponding Fiscal Period, the consultant may provide documentation such as a letter from Caltrans confirming the ICR. If the consultant does not have this documentation, then RTC may contact Caltrans to confirm the rate. Once confirmed, no further action is required from the consultant.
 - c. If the consultant or subconsultant(s) do NOT have an approved Caltrans ID for their ICR and are not eligible for the Safe Harbor rate, the consultant must submit the following documents for review.:
 - i. ICR Certification
 - ii. ICR Schedule with FAR References for Disallowed Costs (a)
 - iii. Post-Closing Trial Balance and Supplemental Reconciliation Schedule (to tie the proposed ICR Schedule to the Trial Balance)
 - iv. If there is a CPA Audited ICR Report and Schedule, this must also be included. *Prime consultant must provide this report.
 - v. Completed and signed AASHTO Internal Control Questionnaire Appendix B with all attachments such as written policies.
 - vi. After initial review, additional documents may be requested such as Executive Compensation Analysis, Income Statement, Bonus Policy, or Other Direct Cost Schedules, etc.

Once the ICR is reviewed by either Caltrans or RTC, and the contract is executed, the ICR will be valid for the duration of the contract unless amended by contract amendment.

Right-of-Entry Agreement from Railroad Operator: To access certain locations of the Santa Cruz Branch Rail Line, the Consultant may be required to obtain a right-of-entry agreement from the Rail Operator, and meet all conditions required for access and construction of the repairs. Since only walk-on Consultant access to the rail corridor is anticipated, flagging is not anticipated to be required for this project. Guidelines for obtaining a right of entry agreement will be provided to the Consultant and included as part of the final executed agreement. In the event that Consultant access necessitates a right-of-entry agreement Consultant costs are reimbursable. Consultant should also adhere and follow "Contractor & Volunteer Safety Procedures on RTC Railroad Property" provided by RTC.

Enclosed with this Request for Proposals:

Attachment A: Scope of Services

Attachment B: RTC Draft Standard Contract

Attachment C: Sample Work Plan

Available on the RTC Website:

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

Required Forms

1. [Form 1](#) California Levine Act Statement
2. [Form 2](#) Exceptions to the Agreement
3. [Sample Cost Proposal for Specific Rate of Compensation](#)
4. [Certification of Indirect Costs and Financial Management System](#) for Consultant and each subconsultant

Scope of Services On-Call Biological Consultant Services

The Santa Cruz County Regional Transportation Commission (RTC) is seeking a qualified consultant (Consultant) for Biological Monitoring and Environmental Consulting Services for ongoing maintenance and project work within the Santa Cruz Branch Rail Line Right-of-Way (Branch Line). The 32-mile Branch Line extends from the town of Pajaro, in Monterey County, to Davenport in Santa Cruz County. The RTC manages the Branch Line corridor north of active freight operations in Watsonville. Mapped locations along the Branch Line contain sensitive habitats and/or listed species and certain activities will be subject to a future 5-year federal programmatic permit.

To assist the RTC with advancing priority maintenance and project work, the Consultant shall perform tasks as needed and required to fulfill programmatic permit obligations and in accordance with RTC's Best Management Practices (BMPs). Tasks to be included in the proposed work plan are as follows:

- 1) Biological field work shall include surveys, field observations, construction monitoring, post-construction habitat mitigation monitoring, and documentation by a qualified biologist to identify the presence or potential presence of ordinary or special-status biological resources within the project area and appropriate buffer areas. Special-status resources may include, but are not limited to, federally or State-listed threatened or endangered species, candidate or proposed species, fully protected species, species of special concern, sensitive natural communities, protected nesting birds, and other biological resources subject to protection under applicable federal, State, or local regulations.;
- 2) Prepare and furnish deliverables such as environmental assessments, reports, compliance memoranda, and regulatory correspondences with other permit issuing agencies and authorities;
- 3) Assist with development, implementation, and fulfillment of mitigation requirements;
- 4) For certain activities, the Consultant shall prepare and submit permit application materials to other agencies and support the RTC in obtaining required environmental permits in accordance with applicable laws and regulations.

The specific proposed Tasks and Deliverables may vary and are on an as-needed basis depending on the scope of work of RTC Projects.

The RTC may authorize work through individual Task Orders. Each Task Order shall specify the scope, schedule, and compensation amount. Work shall proceed only upon issuance of a written 'Notice to Proceed'.



CONTRACT NO. TPXXXX
ARCHITECTURAL & ENGINEERING CONTRACT

This Sample Contract is provided for informational purposes only. The terms, conditions, and provisions contained herein are subject to revision at Commission sole discretion. Federal provisions included in this Sample Contract may be removed prior to execution if anticipated federal funding is not awarded or allocated. Contract award is subject to approval by the Commission.

THIS AGREEMENT is made and entered into on _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and <<CONSULTANT NAME>>, hereinafter called CONSULTANT. The parties agree as follows:

1. DUTIES.

- A. CONSULTANT agrees to exercise special care and skill in accordance with customary and ordinary professional practices and principles accepted in the industry, to conduct the *On-Call Biological Services and Environmental Consulting Services* ("the PROJECT"), as specified in Scope of Services (Exhibit X), which by this reference is incorporated herein. If there is any conflict between the approved Scope of Services (Exhibit X) and this contract document, this contract document shall take precedence.
- 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

- C. No person named in paragraph B of this Article or in the Cost Proposal (Exhibit X), or their successor, shall be removed or replaced by CONSULTANT, nor shall their agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager.
- D. This AGREEMENT includes the subcontractors and/or subconsultants listed in Cost Proposal (Exhibit X).
- 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.

- 2. COMPENSATION.** In consideration for CONSULTANT accomplishing work to be performed under this AGREEMENT, as described in Scope of Services (Exhibit X), COMMISSION shall compensate CONSULTANT in accordance with the approved Cost Proposal (Exhibit X), dated <<Date>>, attached hereto and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence. The total amount payable by COMMISSION for all Task Orders resulting from this AGREEMENT shall not exceed <<\$XXXX>>. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.
- A. Specific projects will be assigned to CONSULTANT through issuance of Task Orders. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the CONSULTANT's approved Cost Proposal (Exhibit X).
 - B. CONSULTANT shall be reimbursed at rates specified in the CONSULTANT'S approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, overhead, and fee. In addition, CONSULTANT shall be reimbursed for approved expenses. 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 Cost Proposal.
 - C. The CONSULTANT and each subconsultant indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the accepted overhead rate.
 - D. Salary increases shall not be allowed until one (1) year after this AGREEMENT is executed, and every year thereafter. The salary escalation rate is established at <<XX%>> for the duration of the AGREEMENT.
 - E. Task Orders are of no force or effect until signed by an authorized representative of the COMMISSION. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the COMMISSION.
 - F. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.



- G. The total amount payable by the COMMISSION for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Task Order amendment.
- H. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- I. Payments may be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the Scope of Services (Exhibit X) and Task Orders, COMMISSION shall have the right to terminate this AGREEMENT in accordance with the provisions of Article 8 Termination.
- J. Invoices shall be submitted no more than once per month and no later than 30 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall be emailed to:

BKressman@sccrtc.org and AccountsPayable@sccrtc.org and the Contract Manager on the individual Task Order

The invoices must include the following information:

- 1. This agreement number, Task Order number(s), and project title;
- 2. Description of services performed;
- 3. Percentage of work complete for each phase, task, and milestone;
- 4. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) directly attributable to authorized work performed during the billing period by phase/task;
- 5. Report of expenditures by CONSULTANT and subconsultants divided by phase/task;
- 6. Itemized expenses incurred during the billing period;
- 7. Total payment requested; and
- 8. Total amount previously paid under this AGREEMENT.

3. RETENTION.

No retainage will be withheld by the COMMISSION from progress payments due CONSULTANT. Retainage by CONSULTANT or subconsultants (as identified in Article 1) is prohibited, and no retainage will be held by the CONSULTANT or subconsultants from progress payments due to subconsultants. Any violation of this provision shall subject the violating



CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code and/or Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, statutory, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant, or other good faith dispute that legally permits a CONSULTANT to withhold payments to subconsultants under California law or good cause that allows CONSULTANT to withhold payment under federal law.

4. PROMPT PAYMENT FROM 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 all 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 fifteen (15) 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.
- D. CONSULTANT must submit Exhibit 9-P to the COMMISSION by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. The COMMISSION must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COMMISSION must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

5. 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 Article 8 Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

6. PREVAILING WAGE.

This CONTRACT is subject to the Prevailing Wage provisions and provisions relating to certified payroll records and apprenticeship of the Labor Code of California and Department of Industrial Relations regulations. There shall be paid to each worker of the CONTRACTOR, or any of his subcontractors engaged in work on the PROJECT, not less than the prevailing wage rate regardless of any contractual relationship that may be alleged to exist between CONTRACTOR or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of the CONTRACT will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold COMMISSION harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under Prevailing Wage laws and related requirements.

7. TERM.

- A. The AGREEMENT shall end on _____, unless earlier terminated pursuant to Article 8 below or extended by AGREEMENT amendment.



- K. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by COMMISSION, fully executed, and notification to proceed has been issued by COMMISSION'S Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

8. TERMINATION.

- A. This AGREEMENT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than thirty (30) 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 and provides CONSULTANT an opportunity to cure during the notice period.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. CONSULTANT may terminate this AGREEMENT by giving the COMMISSION at least one hundred and twenty (120) days advance written notice if CONSULTANT terminates without cause. 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.

9. RAILROAD RIGHT OF ENTRY AGREEMENT.

- A. Work conducted on the Santa Cruz Branch Rail Line or within the rail line right-of-way, CONSULTANT personnel (officers, employees, volunteers, or agents) and any subconsultants must submit and comply with the "Right-of-Entry Agreement" (ROE) with the Santa Cruz County Coastal Rail and the rail operator.

10. SAFETY.

- A. CONSULTANT agrees to abide by all safety laws, regulations and requirements associated with working on and in the vicinity of a railroad track, and all conditions of entry that may be required to avoid interference with facility operations. CONSULTANT, subcontractors, and/or authorized agents will be required to complete the railroad safety training prior to commencing work within the right of way.
- B. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COMMISSION Contract Manager and project stakeholders. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

11. 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 to the extent caused by recklessness, willful misconduct or

negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. In the event that the CONSULTANT does not fulfill its obligation to defend, indemnify and hold harmless the COMMISSION as required herein, the CONSULTANT will be required to 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 employees, 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 CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR 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, CONTRACTOR shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, 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.

12. 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.

A. Types of Insurance and Minimum Limits

- 1. Workers' Compensation in the minimum statutorily required coverage amounts.



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 two million dollars (\$2,000,000) 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 dollars (\$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. Railroad Protective Liability insurance will be required if Commercial General Liability excludes work within 50 feet of a rail line.
4. Professional Liability Insurance in the minimum amount of two million dollars (\$1,000,000) combined single limit, only if initialed 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.

B. Other Insurance Provisions

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

coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.

2. All policies of Commercial General Liability Insurance and Railroad Protective Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers, St. Paul & Pacific Railroad, LLC (a subsidiary of Progressive Rail, Inc.) its officials, employees, agents and volunteers, Santa Cruz County Coastal Rail, its officials, employees, agents and volunteers, and their successors as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.
3. 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 (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:

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.

13. 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.

14. 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 11102. 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. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. 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.
- H. 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.
- I. The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant must carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT, or such other remedy as the COMMISSION deems appropriate.
- J. CONSULTANT or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COMMISSION'S components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or

methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

15. TITLE VI ASSURANCES

During the performance of this AGREEMENT the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.
- B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT,

the COMMISSION may impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 2. cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A) through (E) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- G. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the COMMISSION, State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- H. During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

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

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

16. FEDERAL CONTRACT REQUIREMENTS.

- A. The PROJECT and the work performed under this AGREEMENT is funded in part by grant funds from the Federal Highway Administration (FHWA), administered by the California Department of Transportation. Contractor shall comply with all applicable federal and State contract requirements, including but not limited to the contract requirements stated in Form FHWA-1273, which is attached to this AGREEMENT as Appendix A and is incorporated as if fully set out herein. Contractor shall incorporate the requirements stated in Form FHWA-1273 in all subcontracts and shall attach Form FHWA-1273 in full without any changes to all subcontracts. This contract document may reference or summarize federal contract requirements. To the extent that any such reference or summary conflicts with any requirement stated in Form FHWA-1273 or in a referenced statute or regulation, the requirement(s) as stated in Form FHWA-1273 and the most recent version of the referenced statute or regulation shall govern. The term "participant" where used in Form FHWA-1273 means CONSULTANT.
- B. CONSULTANT and all subcontractors shall comply, as applicable, with the Federal Highway Administration (FHWA) "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.336, as those requirements may be amended, and the federal Transportation Act and its successors thereto. Compliance may include but is not limited to certification that the CONSULTANT in its work product and business/employment practices complies with the following:
1. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 2. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
 3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1), 49 CFR Part 21, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 4. Section 1101(b) of the FAST Act Pub. L. 114-357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 5. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 6. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

7. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- C. As applicable, CONSULTANT shall comply with "Certifications and Assurances for Federal Transportation Administration (FTA) Assistance", including "Certifications and Assurances Required of Each Applicant" in compliance with 49 U.S.C. Chapter 53, published annually in the Federal Register and found online at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

The 2025 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

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

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

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

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



Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding this AGREEMENT or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

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

18. 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.

19. LICENSES.

If a license or permit of any kind is required of CONSULTANT, its employees, agents, or subcontractors by federal or State law, CONSULTANT warrants that such license or permit 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. CONSULTANT shall at all times during the term of this AGREEMENT maintain a valid contractor's license, professional architect's registration, or professional engineering license, as required by California Government Code Sections 4525-4529.5 during the period that CONSULTANT performs work under this AGREEMENT.

20. 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.

21. 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 contractor and not an employee of COMMISSION. CONSULTANT is responsible for provision of all insurance required of employers (including but not limited to workers compensation, disability, and unemployment insurance) and payment of all payroll related taxes and withholding. 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 withholdings 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.

22. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- A. CONSULTANT agrees that the AGREEMENT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.
- D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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

23. RETENTION OF RECORDS/AUDIT.

- A. For the purpose of determining compliance with Government Code section 8546.7, CONSULTANT, its subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the 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.
- B. 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.

24. INSPECTION OF WORK.

The CONSULTANT and any subconsultant shall permit the COMMISSION and the State to review and inspect the project activities and files at all reasonable times during the term of this AGREEMENT including review and inspection on a daily basis if desired.

25. ACKNOWLEDGMENT.

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



26. 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. Applicable patent rights provisions regarding rights to inventions shall be included in the AGREEMENT as appropriate (48 CFR 27, Subpart 27.3—Patent Rights under Government Contracts for federal-aid contracts).
- F. The COMMISSION may permit copyrighting reports or other AGREEMENT products, subject to its rights in Section G below. If copyrights are permitted, the agreement shall provide that the COMMISSION shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish,

or otherwise use; and to authorize others to use, the work for government purposes.

- G. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license 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.

27. 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 AGREEMENT, 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.

28. 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.

29. 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.

30. 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.

31. 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 a representative of each party authorized to bind their respective party. No oral understanding or agreement not expressly stated and incorporated herein, shall be binding on any of the parties hereto.
- C. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COMMISSION'S Contract Manager.

32. 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.

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.

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

discretion, that the COMMISSION should provide the final administrative decision.

- B. 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.
- C. 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.

33. AUDIT REVIEW PROCEDURES.

- A. 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, Cost Proposal (Exhibit X) 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.
- B. CONSULTANT'S Cost Proposal (Exhibit X) 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 Cost Proposal (Exhibit X) 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, 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 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. 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.

34. SUBCONTRACTING.

- A. The CONSULTANT is responsible for performing the work required under the AGREEMENT in a manner acceptable to COMMISSION , such acceptance will not be unreasonably withheld or delayed. The CONSULTANT'S organization and all associated consultants and subconsultants must be identified in Article 1 of this CONTRACT or the Cost Proposal (Exhibit X). If the CONSULTANT wishes to use a subconsultant not specified in this AGREEMENT or Exhibit X, prior written approval must be obtained from the Contract Manager. The subcontract must contain all required provisions of this AGREEMENT. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331.
- B. Nothing contained in this 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 Cost Proposal (Exhibit X).
- 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 between CONSULTANT and any SUBCONSULTANT for the collection of funds wrongfully withheld, the prevailing party in that action 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.
- 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.
- H. The CONSULTANT hereby agrees that neither CONSULTANT, nor any firm affiliated with the CONSULTANT, will bid on or enter into any construction AGREEMENT, or on any AGREEMENT to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.
- I. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this AGREEMENT shall be eligible to bid on or enter into any construction contract, or on any contract to provide construction inspection for any construction project resulting from this AGREEMENT.

35. 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.

36. 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.

37. 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 Line 1
Address Line 2
Email Address

COMMISSION:

Santa Cruz County Regional Transportation Commission
Bella Kressman, Real Property Specialist
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
BKressman@scrtc.org

38. 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, pandemics, 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.

39. 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 X: Scope of Services
 - Exhibit X: [Cost Proposal](#)
 - Exhibit X: Disclosure of Lobbying Activities, Standard Form (*LAPM Exhibit 10-Q*)
 - Exhibit X: California Levine Act Statement form

Each of the undersigned represents and warrants that they are each duly authorized to execute and deliver this AGREEMENT and that such execution is binding upon the entity for which they are executing this document.

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

SIGNATURE PAGE

Agreement No. <<TPXXXX>>

1. CONSULTANT:

By _____
Name
Title

Date _____

Company Name
Address Line
Address Line 2
Telephone
Email

**2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:**

By _____
Sarah Christensen
Executive Director

Date _____

1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060
(831) 460-3200
info@sccrtc.org

3. APPROVED AS TO FORM:

By _____
Steve Mattas
RTC Counsel

Date _____

4. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Distribution:

RTC Contract Manager, RTC Contract Coordinator, CONSULTANT



APPENDIX A

Federal Highway Administration (FHWA)-1273

Required Contract Provisions
Federal-Aid Construction Contracts
Revised October 23, 2023

SAMPLE



Attachment C
Sample Workplan

		PRIME			SUBCONSULTANT 1			TOTAL HOURS
		Title 1	Title 2	Total Hours	Title 1	Title 2	Total Hours	
Task 1	Task Name							
1.1	Subtask Name							
1.2	Subtask Name							
1.3	Subtask Name							
Subtotal Task 1								
Task 2	Task Name							
2.1	Subtask Name							
2.2	Subtask Name							
2.3	Subtask Name							

Subtotal Task 2							
Task 3	Task Name						
3.1	Subtask Name						
3.2	Subtask Name						
3.3	Subtask Name						
Subtotal Task 3							
Task 4	Task Name						
4.1	Subtask Name						
4.2	Subtask Name						
4.3	Subtask Name						
Subtotal Task 4							
TOTAL PROJECT HOURS							