



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060-4418 • (831) 460-3200 • info@sccrtc.org

-- NOTICE --
REQUEST FOR PROPOSALS (RFP) FOR
RAIL CONSULTANT SERVICES

The Santa Cruz County Regional Transportation Commission (RTC) invites interested parties to submit a proposal to the RTC for on-call Rail Consultant services to support the 32-mile Santa Cruz Branch Rail Line (Branch Line).

Multiple contracts may be awarded under this solicitation on a task specific basis. Tasks under this contract include rail property management and support, risk management and rail safety compliance, and railway engineering technical support.

Issue Date:
October 23, 2026

Closing Date:
4:00 PM, November 12, 2026

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

Proposals for this RFP shall be delivered to:

Santa Cruz County Regional Transportation Commission (RTC)

Subject: Real Property Services RFP 2612

Attention: Bella Kressman, Real Property Specialist

1101 Pacific Ave. Ste. 250, Santa Cruz, CA 95060

bkressman@sccrtc.org | Phone: 831-460-3200

This notice, along with its enclosures, comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP. Email inquiries relating to this RFP should include "Rail Consultant Services RFP 2612" 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 96060-4418 • (831) 460-3200 • info@sccrtc.org

DATE: October 23, 2026
TO: Interested Consultants
FROM: Bella Kressman, Real Property Specialist
SUBJECT: On-Call Rail Consultant Services - RFP 2612

INVITATION

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and experienced professional consultants to submit a proposal for Rail Consultant services to support rail line property management and operations for the Santa Cruz Branch Rail Line corridor (Proposal). The 32-mile Branch Line extends from Pajaro, Monterey County, to Davenport, in Santa Cruz County. Approximately 2.5 miles of the Branch Line is in active freight use, and a separate half-mile segment is used for recreational rail. The Branch Line contains numerous bridges, signalized crossings, drainage infrastructure, and other rail assets.

Under this contract, Consultant will support RTC staff with rail agreements development, including development and technical support for an online platform to administer agreements, railway infrastructure and asset project support through project scoping, asset assessments (i.e. inspection reports) and project management services, risk management and safety plan development and training, and technical and engineering review of projects within the corridor.

Interested consultants are invited to submit a Cost Proposal and Work Plan, a Sample Cost Proposal form for Specified Rates of Compensation is included below. The contract period for this RFP is 2 years with the option to extend for additional years. The RTC may award separate, task specific contracts, depending on the proposals received and qualifications of consultants.

Responses are due to the RTC **by 4:00 PM PST on November 12, 2026**

Responses to the RFP received after the date and time specified will not be



considered. Responses to this RFP 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.

Completed proposals and inquiries relating to this RFP shall be submitted to:

Bella Kressman, Real Property Specialist
Santa Cruz County Regional Transportation
Commission 1101 Pacific Avenue Ste. 250, Santa
Cruz, CA 95060
831-460-3200 ~ bkressman@sccrtc.org

Email inquiries relating to this Request for Proposals should include "*On-Call Rail Consultant Services RFP 2612*" in the subject header.



BACKGROUND:

The Santa Cruz County Regional Transportation Commission (RTC) is a state-designated public agency with regional transportation planning and project implementation responsibilities that cross city and county boundaries. The RTC purchased the Santa Cruz Branch Rail Line (Branch Line) from Union Pacific Railroad in 2012. The RTC owns 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. There is recreational rail for approximately .5 miles of the Branch Line near the Santa Cruz Beach Boardwalk. Some of the RTC's property management functions must be coordinated with railroad use and operations.

In addition to owning the Branch Line ROW, the RTC implements regional capital projects throughout Santa Cruz County, with some projects occurring in the Branch Line ROW and requiring rail engineer review and technical support. Past and ongoing projects include at-grade railroad crossing rehabilitations, new culvert installations, and bridge repairs.

The RTC periodically receives requests to update existing leases and licenses or for new long-term leases. The RTC may require revisions to, or new, railway and property agreements to better manage the corridor and rail assets. The Branch Line also has licenses for pipelines, crossings, etc. for which plans and designs are reviewed by an engineer with rail technical experience to ensure compliance. In addition, the RTC regularly receives requests for temporary use of the Branch Line, primarily for construction staging, construction of utility crossings, and road construction projects that impact or cross the Branch Line right of way. The RTC manages these requests by granting temporary rights of entry for use of its Branch Line ROW property that is administered through an on-line platform. Agreements for property use along the Branch Line must be in accordance with [RTC policy for leases, licenses, rights of entry, and encroachments](#).

The RTC or affiliate railroad operators perform day to day functions on Branch Line property, prioritizing personal safety and preventative property maintenance. RTC Staff performing work within the Rail Corridor always adhere to industry safety standards for working within a rail line right-of-way.



PROJECT DESCRIPTION:

The RTC is seeking qualified consultants for on-call Rail Consulting services to support management of the 32-mile Branch Line and rail assets and infrastructure. For Rail Consultant service needs identified in the Scope of Services (Attachment A), the contract with the selected consultant will be Specified Rates of Compensation to be negotiated based on the scope of services, workplan, and submitted cost sheet included in the Proposal. Rail Consultant services will be negotiated with the selected consultant on a task-order basis using the specified rates. Please note that the maximum fixed fee amount is 10%, and subconsultant mark-ups are not allowed. A copy of the RTC's template agreement is included in Attachment B.

It is important that the Consultant have the capability to work closely with RTC staff. The consultant or consultant team must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

RFP DEFINITIONS:

Throughout this RFP, the following definitions will be used:

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

INQUIRIES:

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

Bella Kressman, Rail Consultant Specialist
Santa Cruz County Regional Transportation
Commission 1101 Pacific Avenue Ste. 250, Santa
Cruz, CA 95060



*Santa Cruz County Regional Transportation Commission
RFP 2612: On-Call Real Property Services*

831-460-3200 ~ bkressman@sccrtc.org

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

Pre-Proposal Meeting:

A remote pre-proposal meeting will be held on Wednesday October 28, 2026 at 10:00 am via Teams:

Teams Meeting Link for Pre-Proposal Meeting

<https://teams.microsoft.com/meet/281341430694403?p=yGuQ3YTvSGSTIkKGqx>

Meeting ID: 281 341 430 694 403

Passcode: to9zR2vW

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

Questions, Requests for Clarification and Additional Info on this 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 5:00 PM on November 4, 2026 to guarantee response. Email questions or requests for clarification to: info@sccrtc.org. Responses to questions concerning this RFP posed before this deadline will be posted on the RTC website: <http://www.sccrtc.org/about/opportunities/rfp/> by 5:00 pm on November 6, 2026.

Closing Date for RFP Responses:

By 4:00 PM on November 12, 2026, 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. If electronic copies are too



large to send as individual attachments, please email as a .zip file.

Addenda to RFP: The RTC reserves the right to amend this RFP at any time up until the due date. Any amendments to or interpretations of the RFP shall be described in written addenda posted on the RTC website. All addenda issued shall become part of the RFP. If the RTC determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the RTC determines will allow Proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

SELECTION PROCESS:

The RTC will establish a committee to review the proposals and develop a short-list of consultants. Based on the evaluation of proposals, oral interviews between the review committee and the highest ranked firm(s) may be conducted. It is expected that key staff proposed to work on the project will attend interviews conducted as part of the selection process. Based on the final rankings of consultants, one or more consulting firms will be added to the RTC's On-Call list for Rail Consultant services for approval by the RTC board.

The RTC staff will meet with one or more qualified consultant or consultant teams and will attempt to negotiate a final Scope of Work and a Fee Schedule for the initial and ongoing services. The final Scope of Work will include a full description of each task, a description of deliverable products, and a schedule of the due dates for the deliverable products and other important milestones.

Should any qualified consultant or consultant team and the RTC fail to successfully negotiate a final scope of work and a mutually agreed upon Fee Schedule for these consulting services, then the RTC reserves the right to enter negotiations with the next ranked consultant for performance of the work. In some cases, ability to complete a project to meet a specific schedule or deadline may be an important criterion for selection of the consultant.

Further, the RTC may, or may not, also negotiate contract terms with selected proposers prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award a contract to the proposer offering the most favorable terms to the RTC. The proposal submitted, therefore, should contain the consultants' most favorable terms and conditions, because the selection and award may be made without further discussion with any proposer.

The RTC will submit the consultant considered to be the most responsive and



competitive to the RTC board for consideration and selection. The RTC reserves the right to accept or reject any and all firms, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The selection process shall be based upon the determination of the most qualified consultant and proposed approach/workplan to carry out the scope of services.

Consultants will be evaluated based on the proposed workplan (hours) with respect to the scope of services for each of the initial tasks included in the scope of services. Factors to be considered in selecting the consultant(s) are indicated in the table below:

Table 1: Selection Criteria

1. Key Staff Qualifications including experience and qualifications of the Project Manager, the team, and the key staff with similar projects.	<i>Up to 30 points</i>
2. Work Plan and Project Understanding , understanding of RTC objectives, needs, and completeness of proposal to satisfy and address services described in the Scope of Services.	<i>Up to 30 points</i>
3. Past Record of Performance on contracts with RTC or other government agencies or public bodies including such factors as control of costs, quality of work, and ability to meet schedules and experience with similar work.	<i>Up to 20 points</i>
4. Understanding of Work and familiarity with adhering to relevant laws, regulations and procedures.	<i>Up to 20 points</i>
Maximum: 100 points	

SUBMITTAL REQUIREMENTS/ FORMAT

The following information must be included in the Proposal submitted in the



response to this RFP:

A. 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.

B. Profile of the Firm/Organization: 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.

C. 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.

The Proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of contracts.

If consultant is submitting a Proposal for only certain tasks, the Proposal should indicate which task and provide expertise and experience specific to that task.

For all consultants, expertise should demonstrate:

- Experience with coordination of multiple agencies and jurisdictions (City, County, SCCRTC, CPUC, Railroad, Utilities, etc.) and the public.
- Experience with maintaining project schedule and cost effectiveness.



- Experience within the rail industry and providing similar services to other railroad companies and short-line operators.

Task specific expertise should be shown in:

Task 1. Railway Property Management and Support

- Experience with managing and developing rail agreements, including leases, licenses, rights of entry, encroachments, and risk management.
- Experience with railroad property rights and agreements.
- Demonstrated experience for facilitating agreement execution through online platform.
- Ability to provide asset and infrastructure assessments and reports
- Ability to perform site inspections

Task 2. Risk Management and Safety Plan Development

- Experience developing safety plans for work within an active rail line corridor. Experience in provided training material(s) to Railroad entities and their respective Employers and Contractors
- Ability to perform situational risk assessments and make recommendations for risk mitigation or avoidance options pertaining to Railroad Right-of-Way Operations

Task 3. Railway Engineering Technical Review and Support

- Experience with design review to ensure compliance with CPUC, FRA, AREMA, and other applicable rail regulations and standards
- Experience preparing PS&E packages for railroad repairs and modifications, including drainage and culvert work, at-grade crossing modifications, ballast and subgrade repairs, sinkhole remediation, and bridge repairs, with engineer's estimates suitable for bidding
- Familiarity with the California MUTCD, the California Highway Design Manual, and applicable Caltrans, Local Agency, State, and Federal standards as they apply to at-grade crossings and approaches



- Experience with rail bridge repair and rehabilitation, including track, tie, railing and ballast modifications and superstructure, substructure, or foundation repairs
- Ability to conduct field assessments of problem locations (failing culverts, sinkholes, deteriorating bridges) and identify when geotechnical, hydraulic, or detailed bridge inspection services are warranted
- Experience providing responsive on-call technical advisory support, with clear written recommendations on protecting track integrity and on whether an issue needs further investigation, temporary measures, or design by others

D. 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.

The Proposal shall clearly identify Project Manager(s) and include the names and qualifications of all personnel of the proposed team to be assigned to future contracts and a chart representing the organizational structure of the team. The Proposal shall demonstrate that the key personnel have the time available to work on the project. The Proposal shall include the estimated number of hours per week individual personnel will be available for RTC projects when they arise.

E.Approach/Work Plan: Completed workplan in the format of the Sample Work Plan (Attachment D) 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. The work plan shall:

- Establish the respondent's understanding of the RTC's objectives and work requirements and the respondent's ability to satisfy those objectives and requirements.
- Identify and describe approach for similar projects based on the initial and ongoing services described in the scope of services.



F. 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.

G. (Password Protected) Fee Schedule/Cost Proposal:

Respondents shall submit a separate sealed Cost Proposal using the required cost proposal forms. The Cost Proposal shall include proposed labor classifications, direct labor rates, indirect cost rates, fixed fees, applicable escalation rates, and other direct costs for the prime consultant and all subconsultants. Cost proposals will be maintained separately from technical proposals and will not be considered during the qualifications-based evaluation and ranking process. Task-specific scopes, staffing plans, and budgets will be negotiated following selection and authorization of individual task orders. There are no markups allowed on subconsultant services. 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.

H. Required Forms: Proposal must include the following completed forms:

1. [Sample Cost Proposal: Actual Cost Plus Fixed Fee](#) (include the names of key personnel) for each initial task identified in the scope of services
2. Sample Cost Proposal for Prevailing Wage (available at <http://www.sccrtc.org/about/opportunities/rfp/>)

Completed forms shall be included as attachments to the proposal. Links to required forms are also available on the RTC website for downloading:

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

E. Exceptions to the Contract

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 a written section describing the exceptions to the Contract, which 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 mutually 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.

Response Due Date: All documents must be submitted to the Santa Cruz County Regional Transportation Commission via email at: bkressman@scrtc.org by **4:00 pm on November 12, 2026**

PROPOSED SCHEDULE

October 23, 2026	Distribute RFP
October 28, 2026 10:00 AM	Optional Pre-Proposal Teams Meeting
November 4, 2026	Requests for clarification/questions due
November 12, 2026	Response to RFP due from Consultants
November 16 - 20, 2026	Review and Rank Submittals
Week of November 30	(Optional) Interview Top Ranked Consultants
December 7 – 11	Negotiate Contract
January RTC Meeting	Contract Award

GENERAL CONDITIONS

Respondent's Proposal Preparation Expenses: Respondents are solely



*Santa Cruz County Regional Transportation Commission
RFP 2612: On-Call Real Property Services*

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.

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, such as policy documents, as applicable. Guidance on ADA remediation of documents is available at: <https://www.section508.gov/create/>

Ownership of RFP Responses: **Note** RTC transparency guidelines apply to this RFP and to any subsequent agreements between the parties. As such, 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 § 7920.000 et seq.), except that the RTC may withhold from disclosure clearly marked confidential trade secret information contained in any proposals, 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 and execution of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

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

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



any respondent. Any award will be to the consultant(s) whose Proposal is, in the sole judgment of the RTC board on the basis of the evaluation criteria herein, most advantageous to RTC.

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

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

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

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

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. Consultants must complete the Caltrans LAPM Exhibit 10-U Consultant in Management Support Role Conflict of Interest and Confidentiality Statement and include it as an attachment to the proposal.



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 contract. The firm selected to conduct the work under this RFP will not be precluded from conducting work on future projects by the RTC.

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 contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor and its subcontractor(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. Contractors 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.

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

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

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



allowable, and allocable direct and indirect project costs.

Nondiscrimination

RTC's Nondiscrimination Plan is available on our website (<https://www.sccrtc.org/wp-content/uploads/2025/01/2025-RTCTitleVI-Program.pdf>). It is the policy of RTC to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which firms can compete fairly for contracts and subcontracts relating to the RTC's 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.

Pursuant to Title VI of the Civil Rights Act of 1964 – disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Final Selection and Protests

Respondents not selected for interview or contract award will be informed by phone, 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, for objections to rejection of a Proposal; 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.

QUESTIONS

If you need assistance or have any questions, please call Bella Kressman at (831) 460-3200 or info@sccrtc.org.

Attachments:

- Scope of Services (Attachment A)
- Sample RTC Standard Agreement for Professional Services (Attachment B)
- Requirements for Contracts using State Funds (Attachment C)
- Sample Workplan (Attachment D)



Railway Property Management and Operations Support Services

Scope of Work

Work performed by Consultant must comply with all applicable safety requirements including those of the Federal Railroad Administration and California Public Utilities Commission, be consistent with RTC policies and with all applicable federal, state, and local laws and requirements and with engineering standards of the American Railway Engineering and Maintenance-of-Way Association (AREMA).

Task 1. Railway Property Management and Support

Consultant shall support RTC staff with management of rail property agreements, assets, and infrastructure.

Task 1.1. Railway Property Agreement Support

At the request of RTC staff, Consultant shall help develop and administer rail agreements that affect the Branch Line. Example agreements include public or private crossing agreements, trackage agreements, utility agreements, licenses, right-of-entry agreements, leases, and other rail property related agreements.

There are numerous existing leases and licenses for uses on the Branch Line, such as parking, fencing, and landscaping, and unauthorized uses requiring a formal agreement if eligible. Consultant will support staff with preparation, review, or delivery of written notices, licenses, leases, permits, or other documentation to process Branch Line property agreements. Consultant shall provide strategic, cost-efficient, and timely coordination between parties to facilitate negotiations and execution.

Consultant shall support processing right of entry (ROE) agreements and utility license agreements on an as-needed basis for temporary or long-term access or use within the SCBRL right-of-way for uses such as: soil sampling, field surveys, construction or maintenance within the right-of-way, grade crossing improvement, and long-term access or storage as needed.

ATTACHMENT A

Consultant shall review the RTC's template agreements on a case-by-case basis to make recommendations to protect RTC property and assets for short-term use or access by applicant.

Consultant shall provide an online platform to facilitate the management and execution of property agreements by RTC staff and for agreement applicants, lessees, license holders, and other interested third parties and members of the public. The platform will include information for parties applying for right-of-entry agreements, for long-term rental leases, and for licenses. Consultant shall work with the RTC to update the platform with relevant information for applicants, such as insurance requirements, payment systems, rail engineering design standards, and required rail safety training if work will be performed in an area of active railroad operations. The system shall also provide a current status and correspondence notes to be updated by staff and/or Consultant as needed. Consultant shall collaborate with RTC staff to improve system based on feedback from staff and applicants.

Task 1.2 Railway Asset, Infrastructure, and Project Support

Consultant may help inventory, review, and assess rail assets and infrastructure to inform recommendations for managing rail property and infrastructure, including inspection reports. Consultant may help RTC staff develop and inform priority rail infrastructure projects within the rail corridor. Consultant may be asked to develop project scopes for the RTC to use as the basis for rail projects, or to provide project management services as needed.

Anticipated areas of focus include:

- Drainage: culverts, and other drainage structures
- At-grade crossings
- Rail bridges
- Track Segments

Deliverables:

- Review and summarize key recommendations for new rail agreements and updates to existing agreements (1.1)

ATTACHMENT A

- Updated agreement documents, including relevant exhibits or maps (1.1)
- Online platform for RTC staff and applicants to access, maintain, and process real property and right-of-entry agreements. System shall be regularly updated and include: Communication Log, Agreement Status, Applicant requirements, Cost accounting, Payment platform for applicants (to be coordinated with RTC Fiscal), Signing services to circulate agreements. (1.1)
- For complex agreements, a term sheet summarizing rate, agreement terms and conditions, and written justification for accepted changes. (1.1)
- Site inspections for locations along the Branch Line as requested and accompanying reports for specific locations or infrastructure asset classifications (e.g. bridges, culverts, at-grade crossings, etc.). Reports shall identify asset or segment condition and recommendations for maintenance. (1.2)
- Develop scope of work for rail track and infrastructure projects as requested. (1.2)

Task 2. Risk Management and Safety Plan Development

Consultant shall work with RTC staff to identify risks associated with railway ownership and use, and develop plans and processes to avoid, mitigate, or manage associated risks. Consultant shall work with RTC staff to identify and implement recommended safety plans and training according to rail industry standards. Resources developed by Consultant will be in the form of a (1.) written safety manual and associated reference material, and (2.) an online railway basic safety worker training for RTC employees, volunteers, Board members, and contractors that will be working with equipment or performing activities on or near the track.

Consultant shall review RTC standard agreements upon request to ensure that terms and provisions, especially insurance provisions, comply with appropriate regulatory and industry standards for rail safety.

Deliverables:

- Online and/or in-person railway basic safety worker training and other trainings as needed
- Supporting standard basic safety procedure document

- Review of terms and insurance provisions for RTC agreements

Task 3. Railway Engineering Technical Review and Support

Consultant shall provide on-call railway engineering services through a qualified engineer with railroad engineering experience. Services are intended to (1) answer technical questions from RTC staff, (2) review plans and studies prepared by RTC staff, contractors, consultants, or other parties that affect railway property, (3) provide limited engineering support for RTC-prepared work, and (4) prepare plans, specifications, and estimates for repairs and modifications.

Work shall comply with applicable FRA and CPUC requirements, be consistent with RTC policies, and follow AREMA engineering standards. Other standards the consultant should be familiar with include the California MUTCD, the California Highway Design Manual, and other applicable Caltrans standards.

Anticipated areas of focus include:

- Drainage: ditches, culverts, and other drainage structures
- At-grade crossings: crossing panels, approaches, and crossing modifications
- Sinkholes and subsurface voids
- Ballast and subgrade issues
- Repairs to deteriorated track and rail infrastructure to maintain serviceability
- Rail bridge repairs including railings, track, tie, and ballast modifications, and superstructure, substructure, or foundation repairs and rehabilitations

3.1 Technical Advisory Support. At the RTC's request, Consultant shall respond to technical questions by phone, email, or virtual meeting. Consultant shall provide recommendations to protect track integrity and infrastructure, identify applicable standards, and advise whether an issue needs further investigation, temporary measures, or design by others. Consultant shall acknowledge requests within two (2) business days and provide written responses within five (5) business days, or an agreed timeframe for more complex questions.

3.2 Engineering Plan and Document Review. Consultant shall review proposed work plans, specifications, designs, calculations, cost estimates, and other project documents for work affecting railway property, including work by RTC staff, RTC consultants, contractors, and third parties such as utilities and local agencies. Reviews shall evaluate compliance with applicable standards, constructability, and protection of track and infrastructure. Consultant shall also review contractor submittals and RFIs related to railway features when requested.

3.3 Engineering Support for RTC-Prepared Work. Consultant shall provide engineering support for work developed by RTC staff, including input on repair concepts, sketches, and technical details, and support for plans, specifications, and estimates (PS&E).

3.4 Plans, Specifications, and Estimates. At RTC's request, Consultant shall prepare plans, specifications, and estimates (PS&E) for repairs and modifications affecting rail property, such as drainage and ditch improvements, culvert repairs and end treatments, sinkhole and subgrade repairs, ballast and track repairs, at-grade crossing modifications, and bridge repairs.

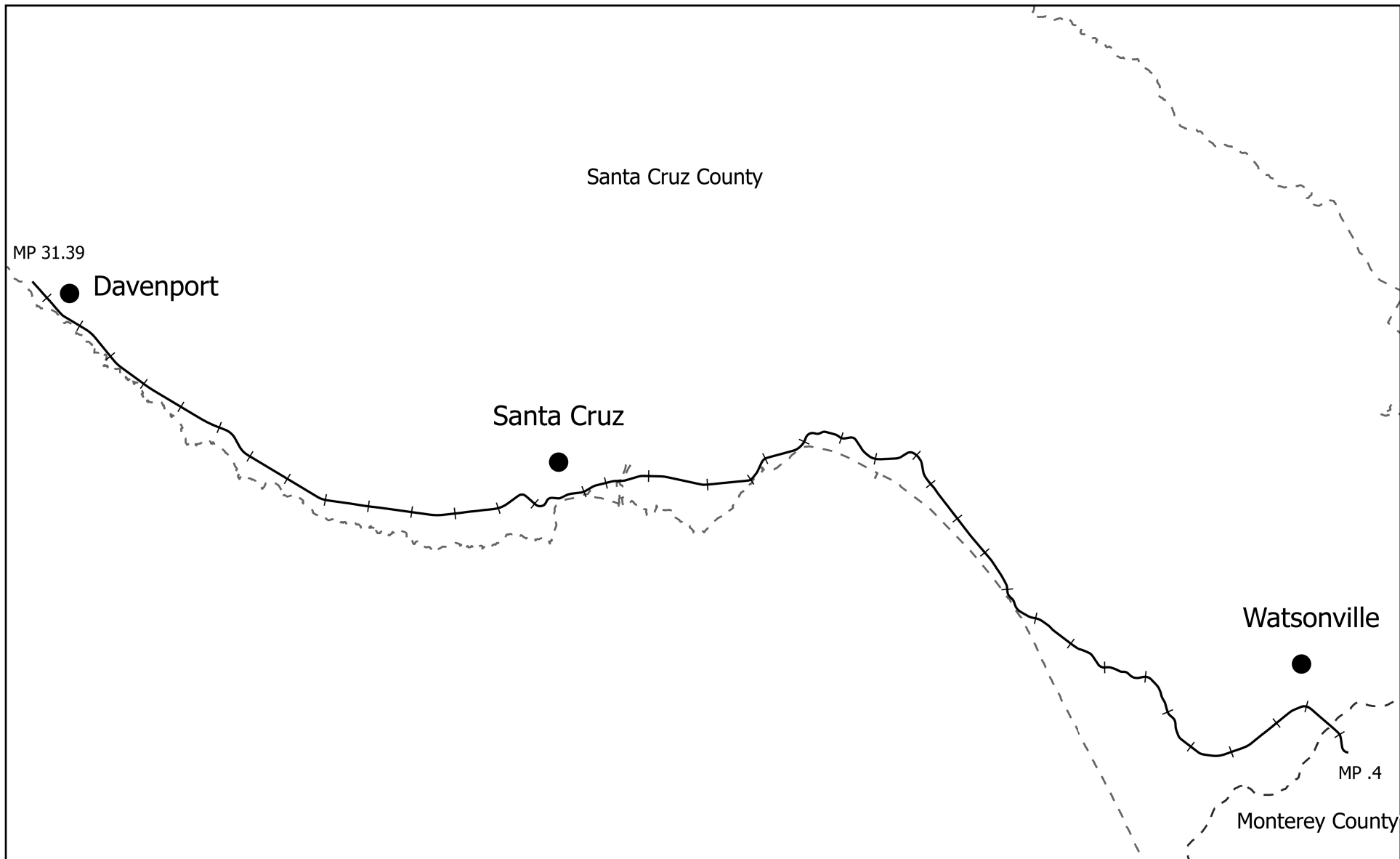
Consultant shall prepare PS&E packages at the milestone submittals identified in each task order (for example, 65%, 95%, and Final) and shall address RTC comments at each milestone. Plans shall be sufficient to bid and construct the work. Specifications shall be prepared in a format acceptable to RTC and shall include special provisions addressing railroad-specific requirements. Estimates shall include itemized quantities and unit costs and shall be suitable for use as the engineer's estimate for bidding. Plans and specifications shall be signed and stamped by a California-licensed professional engineer. Upon request, Consultant shall support bidding by responding to bidder questions and preparing addenda. Each PS&E effort shall be authorized in advance by task order with an agreed scope, budget, and schedule.

3.5 Standard Details and Guidance. Upon request of RTC staff, consultant shall develop standard details, typical sections, and technical guidance for common engineered modifications, such as culvert end treatments, ditch sections, crossing panel installations, and ballast or subgrade repairs.

3.6 Field Assessment. At RTC's request, Consultant shall perform limited site visits to evaluate specific problem locations, such as a failing culvert, a sinkhole, or a deteriorating bridge. Consultant shall document observed conditions, likely causes, and recommended next steps. Consultant shall identify when specialized services, such as geotechnical investigation, hydraulic analysis, or detailed bridge inspection, are warranted.

Deliverables:

- Written technical responses or memoranda for advisory requests (3.1)
- Provide marked-up engineering documents with a summary of key issues and recommended resolutions (3.2)
- Redlines, sketches, calculations, and supporting technical input for RTC-prepared plans, specifications, and estimates (3.3)
- Plans, specifications, and engineer's estimates for RTC-requested repairs and modifications, signed and stamped by a California-licensed professional engineer, in CAD, PDF, and Word formats (3.4)
- Standard details and typical sections in CAD and PDF formats (3.5)
- Site visit memoranda with photographs, findings, and recommendations (3.6)
- Brief monthly status with each invoice listing requests received, hours used, and work completed

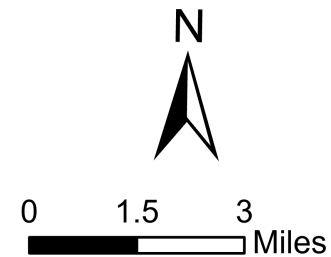


Santa Cruz Branch Rail Line Property

EXHIBIT A: Shows the Santa Cruz Branch Rail Line Right of Way between approximately MP .4 and MP 31.39.

NAD 1983 StatePlane California III FIPS 0403 Feet

January 22, 2026



CONTRACT NO. TPXXXX
ON-CALL PROFESSIONAL SERVICES

This is a Sample Contract, and language and provisions contained herein are subject to change. 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, 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.
- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COMMISSION will reimburse CONSULTANT for actual costs incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal (Exhibit C), unless additional reimbursement is provided for by written AGREEMENT amendment. The consideration to be paid to CONSULTANT as provided herein shall be for CONSULTANT'S and subconsultants' expenses in the approved Cost Proposal (Exhibit X). In the event that COMMISSION Contract Manager determines that a change to the work from that specified in the Scope of Services (Exhibit X) is required, the AGREEMENT time or actual costs reimbursable by COMMISSION may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph C shall not be exceeded, unless authorized by AGREEMENT amendment.
 - B. The method of payment for this AGREEMENT will be based on actual cost plus fixed fee and the total amount including fixed fee, payable by the COMMISSION shall not exceed \$XXXX.
 - C. COMMISSION will pay CONSULTANT a fixed fee not to exceed \$XXXX payable by progress payments as described in Paragraph E, below. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work by AGREEMENT amendment and approved by the COMMISSION Contract Manager in their sole discretion.
 - D. Payments will be made monthly in arrears based on services provided and allowable incurred costs. CONSULTANT'S fixed fee will be included in the monthly progress payments and will be calculated based on the fixed fee percentage of CONSULTANT'S labor cost, not to exceed the fixed fee amount shown in Paragraph D, above. If CONSULTANT fails to submit the required deliverable items according to the Scope of Services (Exhibit X), COMMISSION shall have the right to terminate this AGREEMENT in accordance with the provisions of Article 8 Termination.
 - E. The CONSULTANT and each subconsultant indirect cost rate established for this AGREEMENT is extended through the duration of this specific

ATTACHMENT B

AGREEMENT. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the accepted overhead rate.

- F. Salary increases shall not be reimbursable during the first year of this AGREEMENT. Thereafter, reimbursable salary increases for CONSULTANT and its subconsultants may be applied on an annual basis and shall not exceed an annual escalation rate of XXXX% throughout the term of this AGREEMENT, including any extensions thereof.
- G. 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 (Exhibit X).
- H. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by COMMISSION and notification to proceed has been issued by COMMISSION'S Contract Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- I. 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:

<<Contract Manager email>> *and* AccountsPayable@sccrtc.org

The invoices must include the following information:

1. This agreement number, amendment number, phase/task numbers, and project title;
2. Description and dates of services performed;
3. Percentage of work complete for each phase and task;
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. Fixed fee payment requested;
7. Itemized expenses incurred during the billing period;
8. Total payment requested; and



9. 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. 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.

5. TERM.

- A. The AGREEMENT shall end on_<<Date>>, unless earlier terminated pursuant to Article 8 below or extended by AGREEMENT amendment.



- B. The CONSULTANT is advised that this AGREEMENT is not binding and enforceable until it is approved by the COMMISSION and fully executed.

6. 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.

1. RIGHT OF ENTRY AGREEMENTS/PERMITS.

- A. For work conducted on the Santa Cruz Branch Rail Line or within the rail line right-of-way, CONTRACTOR personnel (officers, employees, volunteers, or agents) and any subconsultant(s) shall submit and comply with the "Right-of-Entry Agreement" (ROE) with St. Paul and Pacific Railroad (a subsidiary of Progressive Rail, Inc.) (Exhibit X) and the Chicago Rock Island & Pacific Railroad ROE (see links: [Permit Application Guidelines](#) and [Insurance Requirements](#)). CONTRACTOR shall be responsible for payment of ROE permits and training fees.

7. 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 shall be required to complete the railroad safety training prior to commencing work within the right of way.
- B. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

- A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT 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.

9. 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

ATTACHMENT B

(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.
4. Railroad Protective Liability Insurance in the minimum amount of two million dollars (\$2,000,000) per occurrence and four million (\$4,000,000) aggregate, if any work is to be conducted within the rail line right-of-way or within fifty (50) feet of the track or Commercial General Liability Insurance coverage that does not exclude work on the railroad.
5. Errors & Omissions applicable to the work being performed, with a limit no less than two million dollars (\$2,000,000) per claim or occurrence and two million dollars (\$2,000,000) aggregate per policy period of one year.
6. Professional Liability Insurance in the minimum amount of two million dollars (\$2,000,000) combined single limit.
7. 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, if required, shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents, and volunteers, Santa Cruz County Coastal Rail (SCCCR) its officials, employees, agents, and volunteers, St. Paul and Pacific Railroad (a subsidiary of Progressive Rail, Inc.) its officials, employees, agents, and volunteers, and Chicago Rock Island & Pacific Railroad and its subsidiaries, its officials, employees, agents, and volunteers, or its 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. Such coverage shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the additional insureds. 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



ATTACHMENT B

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.

10. 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.

11. 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. CONSULTANT and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by State to investigate compliance with this Article.
- G. 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. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.

12. 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.

13. LICENSES.

If a license, permit, certification, or professional standard 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.

14. 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.

15. 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. Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to 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 invoices.

16. RETENTION OF RECORDS/AUDIT.

- A. For purposes of determining compliance with applicable laws, including California Government Code section 8546.7, CONSULTANT, its subconsultants, and COMMISSION shall maintain and make available for



inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT, including costs incurred in its administration. All parties, including CONSULTANT's independent certified public accountant (CPA), shall make such materials available at their respective offices at all reasonable times during the term of this AGREEMENT and for a period of three (3) years following final payment.

- B. The State, the State Auditor, and COMMISSION shall have the right to access and examine any books, records, documents, and independent CPA workpapers of CONSULTANT and its subconsultants that are pertinent to this AGREEMENT. CONSULTANT shall provide copies of such records upon request.

17. 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.

18. ACKNOWLEDGMENT.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 CONSULTANT 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 their 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.

26. 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.

27. 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@sccrtc.org

28. 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.

29. 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.



ATTACHMENT B

- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or their 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: St. Paul and Pacific Railroad Right of Entry Permit Application Guidelines
 - 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



Attachment C
Requirements for Contracts Using State Funds

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

1. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code and other applicable statutes and regulations.
2. Project related travel and subsistence and travel expense shall not exceed rates authorized to be paid STATE employees under current State Department of Personnel Administration (DPA) rules.
3. Contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. Contractors and subcontractors accounting systems shall conform to General Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of contractors and subcontractors shall be maintained for a minimum of three years from the date of final payment to RTC and shall be held open to inspection and audit by representatives of STATE, the California State Auditor and auditors of the Federal Government. Copies thereof will be furnished by contractors and subcontractors upon receipt of any request made by the STATE or its agents.
4. Contractors and subcontractors shall agree that - (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition System, Chapter 1, Part 3 1, et seq., shall be used to determine the allowability of individual Project cost items and (b) they shall comply with Federal administrative procedures in accordance with 49CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
5. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500, et seq., when applicable, and other matters connected with the performance of the RTC's contracts with third parties pursuant to Government Code Section 8546.7, contractors and subcontractors shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. All of the above referenced parties shall make such materials available at their respective offices at



all reasonable times during the contract period and for three years from the date of final payment to the RTC.

6. In the performance of work under these provisions, contractor(s) and all subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or family care leave. Contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractors and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements. The RTC shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this RFP.
7. Contractor(s) and subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with any applicable fund transfer agreement (FTA).
8. Clauses to effect the California Labor Code requirements that all workers employed on public works projects (as defined in California Labor Code § 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations



Attachment D Sample Workplan

[illegible]

