Santa Cruz County Regional Transportation Commission

--NOTICE--
Request for Qualifications (RFQ) 2613
for On-Call Civil and Structural Engineering Services

The Santa Cruz County Regional Transportation Commission (RTC) invites interested parties to submit a Statement of Qualifications for On-Call Civil and Structural Engineering Services.

Issue Date: Friday, October 23, 2026
Closing Date: Friday, December 4, 2026 AT 4:00 PM

Interested parties must deliver five (5) double-sided paper copies and (1) electronic PDF version of the copy of the Statement of Qualification proposal, (1) digital copy, USB flash drive, and paper copy of Cost Proposal in a separate envelope by the closing date.

Responses relating to this RFQ shall be submitted to:

Santa Cruz County Regional Transportation Commission (RTC)
Subject: RFQ2613
Attention: Joel LaCagnina
Mail: 1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
Electronic: jlacagnina@sccrtc.org and info@sccrtc.org
Phone: 831-460-3200

This notice, along with its enclosures, comprises the Request for Qualifications (RFQ) for this project. Responses should be submitted in accordance with the instructions set forth in this RFQ. Email inquiries relating to this RFQ should include "On-Call Civil and Structural Engineering Services, RFQ 2613" in the subject header. The RTC reserves the right to amend the RFQ by addendum before the final proposal submittal date. This RFQ and addenda will be available at: www.sccrtc.org/about/opportunities/RFQ/

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

DATE: **October 23, 2026**

TO: Interested Consultants

FROM: Joel LaCagnina, P.E., Senior Transportation Engineer

SUBJECT: Request for Qualifications (RFQ) 2613 for On-Call Services for Civil and Structural Engineering

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INVITATION

The Santa Cruz County Regional Transportation Commission (RTC) invites qualified and experienced consultants to submit a Statement of Qualification for On-Call Civil and Structural Engineering Services. Please submit five (5) double-sided paper copies and (1) electronic PDF version of the copy of the Statement of Qualification proposal, (1) USB flash drive and paper copy of Cost Proposal in a separate envelope by the closing date. The Cost Proposal must include direct/indirect costs, equipment/materials, subcontractor costs, and hourly rate schedule for named individual(s) to complete the projects.

REQUEST FOR QUALIFICATIONS

The RFQ is available on the RTC website:
www.sccrtc.org/about/opportunities/RFQ/

RESPONSE DUE DATE

Proposals are due in the Santa Cruz County Regional Transportation Commission office by **Friday, December 4, 2026, by 4:00 PM.** Any proposals received after the date and time specified above will not be considered. RFQ Responses shall be considered firm offers to enter into a contract, as described in this RFQ for a period of ninety (90) days from the time of submittal.

CONTACT

Responses and inquiries relating to this RFQ shall be submitted to:

Santa Cruz County Regional Transportation Commission
Attn: Joel LaCagnina
1101 Pacific Avenue, #250, Santa Cruz, CA 95060
831-460-3200 / Email: jlacagnina@sccrtc.org and info@sccrtc.org

Email inquiries relating to this Request for Qualifications should include "*On-Call Civil and Structural Engineering Services, RFQ 2613*" in the subject header.

PROCUREMENT SCHEDULE

Friday, October 23, 2026	Distribute RFQ
Tuesday, November 3, 2026, 1:00 PM	Pre-Proposal Meeting
Friday, November, 13, 2026 12:00 PM	Requests for clarification/questions due
Friday, December 4, 2026, 4:00PM	**Proposals Due**
Friday, December 18, 2026	Interview Short Listed Consultants

Request for Qualifications: On-Call Civil and Structural Engineering Services

Description

The Santa Cruz County Regional Transportation Commission (RTC) is seeking qualified and experienced professional consultants to provide civil and structural engineering services on-call basis for active transportation capital projects throughout Santa Cruz County. Services may support the Santa Cruz Branch Rail Line (Branch Line) Rail Infrastructure Preservation Projects and Preventative Maintenance projects, Coastal Rail Trail projects, and state highway projects. This RFQ is intended to provide specific professional services as-needed basis and is not associated with any specific project.

Santa Cruz Branch Rail Line

The Santa Cruz Branch Rail Line currently accommodates active freight and recreational rail line; however, the line is currently not active north of Milepost (MP) 3 in Watsonville with the exception of an approximately 0.5 mile long segment near MP 20 that is used for a recreational rail service. The long-term goal of the rail corridor is to implement the Coastal Rail Trail and the Zero Emission Passenger Rail & Trail (ZEPRT) project. The short-term goal of the rail corridor is to preserve the right of way and infrastructure for future use through a preventative maintenance program and infrastructure repairs. These needs include bridge repairs or replacement, drainage improvements such as repairs and replacements to cross culverts, coastal erosion repair, slope stabilization, retaining walls, grade crossing improvements and repairs, storm-related repairs, and railbed rehabilitation.

Regional Transportation and Highway Projects

The RTC supports regional highway improvements projects along Highway 1 and Highway 9 to improve safety, enhance traffic operations, and supports multimodal transportation throughout the Santa Cruz County. Highway 1 improvement include auxiliary lanes, bus-on-shoulder, and bicycle and pedestrian crossing. Highway 9 focus on complete streets improvements, that included sidewalks enhancements, bike lanes, transits stops and other traffic coming measures. This may include planning, evaluation, design, and implementation and other related transportation infrastructure improvements.

Background Information

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

In 2012, the RTC purchased the Santa Cruz Branch Rail Corridor (Branch Line) from Union Pacific Railroad to advance muti-modal transportation projects. The 32-mile Branch Line travels from the Pajaro Junction, 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 Union Pacific and has transferred to subsequent railroad operators. Freight services are active for approximately 3 miles on the Branch Line between Watsonville and the Pajaro Junction. The RTC manages the Branch Line corridor north of Watsonville, except for approximate 0.5 miles where there is recreational rail near the Santa Cruz Beach Boardwalk.

The RTC began an alternatives analysis in 2019 to evaluate public transit investment options that provide an integrated transit network for Santa Cruz County utilizing all or part of the length of the rail right-of-way between Pajaro Station and Shaffer Road as a dedicated transit facility, adjacent to the proposed rail trail. This analysis was completed in early 2021 and is funded by the Measure D Rail Program and Caltrans Network Integration funds. Future project development activities beyond the environmental phase of a high-capacity public transit network are not included in the Measure D expenditure plan, therefore staff will seek other local, state, and federal grant sources in the future to fully fund the project.
In 2022, the Commission solicited proposals from qualified and experienced professional consultants to develop the project concept and subsequently the

environmental documentation for the proposed passenger rail transit and Coastal Rail Trail project. The scope includes zero emission passenger rail along the Branch Line between Pajaro and Santa Cruz, and the remaining segments of the Coastal Rail Trail including between Rio del Mar and Pajaro (Segments 13 through 20), and the Capitola Trestle (Segment 11, Phase 2). The Commission awarded a Professional Engineering Services Agreement to HDR Engineering, Inc. to complete the Project Concept Report for the Zero Emission Passenger Rail and Trail Project in 2023.

Scope of On-Call Civil and Structural Engineering Services

Disclaimer: The scope of services described below provides a general overview of the types of work anticipated under this on-call contract and is not intended to be all-inclusive. Specific scopes of work will be determined by the RTC on a task-order basis as needs arise. Each task order will identify the required services, deliverables, schedule, and compensation, as negotiated and approved by the RTC. The Consultant shall be responsible for providing the personnel, equipment, materials, and other resources necessary to complete each authorized task order in accordance with applicable federal, state, and local requirements. The scope of work under this on-call contract will be determined by the RTC on a task order basis and will vary as needs arise. Services may include but not limited to those listed below.

Prospective bidders should assemble a complete team which at a minimum has expertise in civil engineering, structural engineering, bridge inspection, railroad, highway, interchange, roadway, bridge, active transportation, and other transportation improvements. environmental services. The team is required to be knowledgeable of and experienced with applicable with requirements, standards, and procedures of the American Association of State Highway and Transportation Officials (AASHTO), Americans with Disabilities Act (ADA) American Railway Engineering and Maintenance-of-Way Association (AREMA), the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), Caltrans, including Caltrans District 5 Local Assistance, Santa Cruz County, and other local jurisdictions.

Rail Engineering Services

The following list identifies the types of consulting services currently anticipated under this contract. Services may include, but are not limited to, the following:

- Railroad Infrastructure Inspection and Evaluation: Inspection and condition assessment of railroad infrastructure, including track, bridges, culverts, drainage facilities, and associated structures. Services may include track inspections, FRA-compliant bridge and culvert inspections, structural assessments, load rating, and evaluation of existing infrastructure for continued or modified use.

- Track and Railroad Systems Design: Evaluation and design of repairs, rehabilitation, and improvements to railroad ties, rails, ballast, and associated track components and controlling equipment. Services may also include engineering to support changes in railroad use, including conversion from freight service to other uses, such as multi-use trails or potential future passenger rail service.

- Drainage and Stormwater Engineering: Inspection, analysis, and design of drainage infrastructure, including hydrologic and hydraulic analyses, culvert inspection and design, drainage system rehabilitation and replacement, floodplain analysis, erosion control, and Best Management Practice (BMP) recommendations.

- Civil and Geotechnical Engineering: Grading, earthwork, embankment, slope stability, erosion control, and related civil engineering design. Services may include coordination of geotechnical investigations and preparation of engineering recommendations.

- Structures Engineering: Inspection, condition assessment, structural analysis, load rating, rehabilitation, and replacement design for railroad bridges and related structures. Services may include retaining walls, box culverts, foundations, and other structural components, as well as evaluation of existing structures for continued use or conversion to alternative uses, including pedestrian or multi-use facilities.

- Railroad Crossings and Multimodal Facilities: Evaluation and design support for railroad at-grade crossings, trail crossings, multi-use paths, and corridor conversion projects, including improvements

necessary to accommodate alternative transportation uses.

- Utilities and Right-of-Way Engineering: Utility identification, mapping, coordination, conflict analysis, and resolution. Services may also include right-of-way mapping, surveying coordination, and related engineering support.
- Environmental Services and Permitting: Preparation of technical studies, environmental documentation, permit applications, and regulatory support necessary for project development and implementation, including compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).
- Plans, Specifications, and Estimates (PS&E): Preparation of complete design packages, including plans, technical specifications, special provisions, design calculations, quantity estimates, engineer's estimates, and supporting documentation in RTC-approved formats.
- Design Review and Quality Management: Technical and constructability reviews, design verification, coordination among engineering disciplines, and implementation of applicable quality assurance and quality control (QA/QC) procedures.
- Bid-Phase and Construction Support: Engineering support during procurement and construction, including responses to bidder inquiries and Requests for Information (RFIs), review of submittals and shop drawings, participation in construction meetings, field investigations, evaluation of proposed design changes, and preparation of technical reports and revised design documents.
- Emergency Structural Assessment and Stabilization: Emergency inspection, structural assessment, and development of stabilization or repair recommendations following storms, seismic events, accidents, or other incidents affecting railroad infrastructure.
- Project and Program Management: Project management, task order coordination, scheduling, cost estimating, technical reporting, multidisciplinary coordination, and support for project delivery and implementation.

Additional requirements are as follows:

1. The Consultant's Project/Contract Manager shall be available for meetings as needed to discuss issues related to task orders.

2. All work shall be performed and delivered in English Standard Units or as required by the RTC.

3. All survey work shall be performed on CCS/NAD 83 horizontal coordinates and use true NAVD 88 vertical controls.

Plans and Maps shall be submitted in the AutoCAD format in use by the RTC at the time of issuance of the task order, point files shall be submitted in ASCII format, and any estimates, schedules, or reports shall be submitted in Microsoft Office format. PDF formats may be accepted upon approval of the RTC contract manager.

Highway Engineering Services

Services may include, but are not limited to, the following:

- Highway and Roadway Design: Planning and design of highways, roadways, interchanges, ramps, intersections, and related facilities, including widening, rehabilitation, operational and safety improvements, horizontal and vertical alignments, roadway geometrics, grading, earthwork, pavement, shoulders, medians, and roadside improvements.

- Preliminary Engineering and Alternatives Analysis: Feasibility studies, technical studies, development and evaluation of alternatives, conceptual design, preliminary engineering, and preparation of conceptual and preliminary plans.

- Plans, Specifications, and Estimates (PS&E): Preparation of complete PS&E packages, including plans, technical specifications, special provisions, design calculations, quantities, engineer's estimates, and supporting documentation.

- Structures: Planning, analysis, design, widening, rehabilitation, seismic retrofit, and replacement of bridges, retaining walls, sound walls, culverts, overhead sign structures, and other transportation

structures, including preparation of structural calculations, plans, specifications, and details.

- Drainage and Stormwater: Hydrologic and hydraulic analysis and design of drainage systems, culverts, stormwater facilities, erosion-control measures, and related improvements, including stormwater treatment and water-quality requirements.
- Traffic and Transportation Systems: Design of signing, striping, pavement markings, traffic signals, lighting, electrical systems, and Intelligent Transportation Systems (ITS), including traffic operations and safety improvements.
- Active Transportation, Complete Streets, and Accessibility: Planning and design of bicycle, pedestrian, transit-supportive, Complete Streets, and Americans with Disabilities Act (ADA) improvements, including sidewalks, shared-use paths, bikeways, curb ramps, pedestrian crossings, and related facilities.
- Traffic Handling and Construction Staging: Development of traffic-handling, construction-staging, detour, temporary traffic-control, and transportation-management plans.
- Utilities: Utility research, identification, mapping, investigation, conflict analysis, potholing and verification coordination, relocation design, utility agreements and documentation support, and coordination with utility owners and agencies.
- Right-of-Way and Surveying: Right-of-way engineering and support, including surveying, topographic and base mapping, right-of-way mapping, legal descriptions, plats, easement exhibits, acquisition support, and preparation of other right-of-way documentation.
- Geotechnical, Pavement, and Materials Engineering: Geotechnical investigations and recommendations, pavement evaluation and design, materials engineering and testing coordination, and related technical studies.
- Environmental and Permitting Support: Engineering support for environmental studies and documents, permit applications, regulatory

approvals, mitigation requirements, and development of avoidance and minimization measures.

- Caltrans and Federal Project Delivery: Support for Caltrans and FHWA project development and delivery processes, including preparation and review of required project development, design, right-of-way, utility, and approval documentation; design standards compliance; design decisions and exceptions; PA&ED; PS&E; Ready-to-List (RTL); and other applicable Caltrans and federal requirements.
- Railroad and Multimodal Coordination: Engineering and coordination for projects affecting railroad facilities, highway-rail crossings, transit facilities, and multimodal transportation systems, including coordination with railroad operators, CPUC, Caltrans, and other agencies as applicable.
- Agency and Stakeholder Coordination: Coordination with Caltrans, FHWA, CPUC, local agencies, railroads, utility companies, regulatory agencies, property owners, other consultants, and project stakeholders, including participation in meetings, workshops, design reviews, and technical coordination.
- Design Review and Quality Management: Constructability and biddability reviews, independent design and technical reviews, value engineering/value analysis, and development and implementation of Quality Assurance/Quality Control (QA/QC) procedures.
- Bid and Construction Support: Bid-phase engineering services, including responses to bidder questions and preparation of addenda; and engineering support during construction, including responses to Requests for Information (RFIs), submittal and shop-drawing reviews, design revisions, field investigations, change-order support, preparation of record drawings, and other design support services.
- Project and Program Management: Project management, project controls, scheduling, cost estimating and cost control, risk management, document control, technical memoranda and reports, multidisciplinary coordination, and support for project funding, programming, and delivery requirements.

- Other Related Services: Other civil, structural, transportation, and related professional engineering services necessary to support the planning, development, design, permitting, procurement, construction, and closeout of highway and transportation projects.

Minimum Qualification

The selected consultant can be a firm or firms who must demonstrate to the selection committee expertise in the following areas:

- Managing/Administering the bidding process and construction activities.
- Experience with state and federally funded projects, including compliance and constraints.
- Experience with Caltrans and federal forms, contract administration, invoicing procedure, and audits,
- Experience with U.S. Army Corps of Engineers, California Department of Fish & Wildlife, California Coastal Commission, Regional Water Quality Control Board, and other permitting agencies.
- Experience with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA)
- Experience with railroad operation and facilities, highway, interchange, roadway, bridge, active transportation, and other transportation improvements including with regulatory agencies such as the Federal Railroad Administration (FRA) California Public Utilities Commission (CPUC), and American Association of State Highway and Transportation Officials (AASHTO).
- Experience in traffic and transportation systems
- Experience with Active Transportation, Complete Streets, and Accessibility
- Experience with railroad engineering, construction, maintenance requirement and practices including those of the American Railway Engineering and Maintenance-Of-Way Association (AREMA)
- Experience with multiuse trail engineering, construction, and maintenance requirements
- Experience with coordination of multiple agencies and jurisdiction (City, County, Railroad, Utilities, Etc.) and the public.

- Experience with maintaining project schedule and cost effectiveness.
- Experience with addressing local concerns and reaching community consensus.
- Working with Caltrans district offices, structures department, and headquarters office engineer
- Working with the California Public Utilities Commission (CPUC) through the investigation and evaluation process for highway-rail and pathway-rail crossings

GENERAL INFORMATION

RFQ Definitions:

Throughout this RFQ, 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 RFQ.
- "Respondent" means an individual, joint venture, or a company that submits, or intends to submit, a proposal in response to this RFQ.
- "RFQ" or "Request for Qualifications" means the process described in this document.
- "RFQ Response" and "Proposal" mean all documents submitted by a respondent in reply to this RFQ 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 RFQ should be directed to:

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

Information obtained from other sources is not official and should not be relied upon for completion of the RFQ. 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 non-mandatory pre-proposal meeting will be held on **Tuesday, November 3, 2026 at 1:00PM on Microsoft Teams.**

On-Call Services for Civil and Structural Engineering Services Pre-Proposal Meeting:

Join Teams Meeting:
https://teams.microsoft.com/meet/2548091697647246?p=Z5nwi4BASzzDjks0O2

Meeting ID: 254 809 169 764 724 6

Passcode: ZB9su7bv

Dial in by phone
+1 657-204-4886,,137810121#

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 and jlacagnina@sccrtc.org Responses to questions raised at the Pre-Proposal Meeting may be posted on the RTC website.

Questions, Requests for Clarification and Additional Information on the RFQ: The RFQ and any subsequent information regarding this RFQ, including changes made to this document and questions/responses on this RFQ, will be posted on the RTC's website: http://www.sccrtc.org/about/opportunities/RFQ/.

It is the sole responsibility of the respondent to check the website for addenda to the RFQ documents. Any questions, requests for clarification or exceptions to RFQ requirements must be received by RTC no later than **12:00PM** on **Friday, November 13, 2026** to guarantee response. Email questions or requests for clarification to: info@sccrtc.org and jlacagnina@sccrtc.org Responses to question concerning this RFQ posed before this deadline will be posted on the RTC website: http://www.sccrtc.org/about/opportunities/RFQ/

Closing Date for RFQ Responses: By **4:00 PM on Friday, December 4, 2026** the RTC must receive five (5) double-sided paper copies and (1) electronic PDF version of the copy of the Statement of Qualification proposal, and one (1) USB flash drive and paper copy of Cost Proposal in a separate envelope by the closing date. The Cost Proposal must include direct/indirect costs, equipment/materials, subcontractor costs, and hourly rate schedule for named individual(s) to complete the projects.

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

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.

Compensation: The payment method for the contract will be Specific Rate of Compensation (Sample Cost Proposal Form 2). The contract is expected to begin in January of 2027 pending approval by the Commission with a term of 3 years, with an option to extend an additional 2 years for a maximum total term of 5 years. The intent of this contract is to address peaks in workload of in-house project management staff and/or perform a specialized service which the RTC does not have. This contract will be funded by multiple programs of Measure D funds and state and federal grants.

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

In order to simplify the review process and to facilitate comparative analysis, the proposals shall be organized in the following manner. Proposal content and completeness are most important; however, effort should be made to produce a complete, competitive, and qualifying response that is also concise. The proposal content shall be limited to 20 pages, not including required forms, cost proposal, and resumes. The RTC, at its option, may require a Proposer to provide additional information and/or clarify requested information. The screening of proposals will determine which Proposers will be invited to an interview, if necessary.

The following information must be included in the proposals submitted in response to this RFQ:

1. **Signed Transmittal Letter:** Proposals must include a maximum 2-page transmittal letter indicating the name of the organization

submitting the proposal; whether the proposing entity is an individual, partnership, corporation, company, or joint venture; the name, telephone number, email, and business address of the contact person who will be authorized to respond to questions regarding the Proposal; and the name of the individual authorized to negotiate the contract on behalf of the consulting entity. The transmittal letter should refer to this RFQ by title and date, include statement of California licensing (if applicable), and be signed by a person authorized on behalf of the consulting firm to solicit business for the firm.

2. **Profile of the Firm:** This section shall include a brief description of the firm's size as well as the local organizational structure. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Respondent or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Respondent or its insurers within the last five years.

3. **Qualifications of Firm and Key Personnel:** This section shall provide a description of the Respondent's qualifications and previous experience on similar contracts. Description of project/program management experience shall include a summary of the work performed, total cost of program/projects managed, percentage of the work the respondent was responsible for, period over which the work was completed, and the name, title, and phone number of the clients to be contacted for references. A minimum of 3 client references shall be included for the Project Manager and each of the Key Personnel. At least two references shall be provided for the Project Manager and each of the Key Personnel.

4. **Project Staffing:** This section shall discuss how the Respondent would staff a project. Respondent team members shall be identified by name, location, specific responsibilities, and estimated staff availability and anticipated roles of participation. An organizational chart shall be included identifying "Key Personnel" who are members of the project team that may not be changed once the proposal is submitted without prior approval of the RTC. The Project Manager and Key Personnel relevant experience will be an important factor considered by the RTC Review Committee.

5. **Technical Approach/Work Plan:** This section of the proposal shall establish the Respondent's understanding of RTC's objectives and work

requirements and Respondent's ability to satisfy those objectives and requirements. The work plan should include proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. A sample Work Plan is included as *Attachment B*. The Respondent may also suggest technical or procedural innovations that have been used successfully on other projects that may facilitate the completion of this project. Consideration of practical, outside the box thinking is encouraged.

6. **Cost Proposal:** 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, budgets, and schedules will be negotiated following selection and authorization of individual task orders.

7. **Required Forms:** Proposal must include the following completed forms:

    a. Form 1 California Levine Act Statement regarding conflict of interest

    b. Form 2 Exceptions to the Agreement

    c. Certification of Indirect Costs and Financial Management System (Include completed form in a sealed envelope separate from the proposal. Do not make any reference to cost in the electronic or hard copies of the proposal.)

    d. Cost Proposal Form 2. Specific Rate of Compensation (Include a paper and electronic copy of the completed form in a sealed envelope separate from the proposal. Do not make any reference to cost in the electronic or hard copies of the proposal.)

    e. Cost Proposal Form 4. Contractors subject to Prevailing Wage requirements (Include a paper and electronic copy of the completed form in a sealed envelope separate from the

proposal. Do not make any reference to cost in the electronic or hard copies of the proposal.)

f. Disclosure of Lobbying Activities (Caltrans Local Assistance Procedures Manual, Exhibit 10-Q)

g. LAPM Exhibit 9-L Bidders List

All forms shall be included in the Respondent's Proposal and do not count toward the page limit. All forms shall be completed for the prime Consultant as well as all subconsultants.

Method and Criteria for Selection

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

Responsive proposals will be evaluated as follows:

- **Project/Program Understanding (up to 30 points)**
  Understanding of the RFQ objectives and RTC's project/program needs that demonstrates the respondent's overall understanding of the requirements and ability to meet those requirements.

- **Key Staff's Relevant Experience (up to 30 points)**
  Relevant Experience includes experience working with AREMA, FRA, FHWA, Caltrans District 5 Local Assistance, Santa Cruz County, and local City, experience working on in civil, structures, bridge inspection, rail, environmental services, local roadway, bicycle/pedestrian and facilities. Information regarding the firms and individual Key Staff's availability to take on this project shall be provided in the proposal.

- **Expertise/Technical Approach to the Project (up to 40 points)**
  Specialized experience with similar kinds of work and approach to delivering the full scope of service, including experience with local, state and federal procedures; capability to explore and develop innovative or advanced techniques and methods; past record of performance on contracts with RTC and other public agencies such as control of costs, quality of work, and ability to meet schedules.

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

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

- **Project/Program Understanding (up to 30 points)**, objectives, and RTC needs.

- **Management Approach and Expertise (up to 25points)** for performing the work efficiently and effectively.

- **Qualifications of the Key Personnel (up to 25 points)** and key staff, experience with similar kinds of work, including local, state and federal procedures, capability to explore and develop innovative or advanced techniques and methods, past record of performance on contracts.

- **Effectiveness of the Interview (up to 20 points)** in overall interview discussions and presentation.

- **Local/Regional Experience (up to 10 points)**
  Relevant experience delivering transportation projects within Santa Cruz County, the Monterey Bay Region, and/or Caltrans District 5, including familiarity with local agencies, stakeholders, funding programs, and regulatory requirements

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

The contract, if awarded, will be awarded to the firm that presents the proposal that in the opinion of the RTC board is the most advantageous to the RTC, based on the evaluation criteria. Upon approval by the RTC board,

the Executive Director will be authorized to enter into an agreement with the selected consultant(s). The RTC may accept or reject any and all proposals and waive any and all formalities and irregularities at any stage of the evaluation as it may deem to be in the best interest of the RTC.

Selection Disputes

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

A proposer may object to a provision of the RFQ 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 RFQ 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:

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

Work on the Santa Cruz Branch Rail Line:

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

Consultant Selection Timetable

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

Request for Qualifications

- RTC Issues Notice of RFQ: Friday, October 23, 2026

Consultant Proposals

- Pre-Proposal Meeting: Tuesday, November 3, 2026 1:00 PM on Microsoft Teams.
- Questions, Requests for Clarification or Questions Due: Friday, November 13, 2026, by 12:00 PM – *send questions to: info@sccrtc.org and jlacagnina@sccrtc.org*
- Responses to questions, addenda and any other clarification materials posted on the RTC website: by 4:00 PM Friday, November 20, 2026.
- **Proposals Due: Friday, December 4, 2026, AT 4:00 PM**
- Interviews: Friday, December 18, 2026

GENERAL CONDITIONS

Respondent's Proposal Preparation Expenses: Respondents are solely responsible for their own expenses in preparing and submitting a response to this RFQ 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 RFQ response, loss of anticipated profit, or for any other claim.

Ownership of RFQ Responses: All documents, including specific RFQ 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 (California Government Code Section 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 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 noneffective and will be disregarded

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

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.

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/PublicWorks/Prevailing-Wage.html. The consultant shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by consultant or subconsultants.

Willful failure to comply may result in Santa Cruz County Regional Transportation Commission Request for Qualifications (RFQ)2613 for On-Call Civil and Structural Engineering Services penalties, including loss of the right to bid on or receive public works contracts. Consultant and its subconsultant(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1. Consultants shall conduct work while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

Non-Commitment of RTC: This RFQ 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 RFQ, to reject any and all proposal, to accept the proposals they consider most favorable to the RTC's interests in their sole discretion, and to waive irregularities or informalities in any proposals 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 RFQ. 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 RFQ, 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 RFQ. 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 RFQ Terms: The RTC reserves the right to modify the terms of this RFQ at any time, and may cancel this RFQ 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 RFQ on the RTC website: http://www.sccrtc.org/about/opportunities/RFQ/.

Notification of Further RFQ 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 RFQ.

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 A*.

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

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant exhibits.

2. Proposer shall include the reasons as well as specific recommendations for alternative language.

The above factors will be considered in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the RTC, at its sole discretion, to be unacceptable and no longer considered for award. Only the exceptions stated in the proposal will be considered when negotiating the Agreement. The RTC may accept the proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If mutual agreeable terms are not reached, the RTC reserves the right to terminate negotiations and may open negotiations with the next highest ranked firm. RTC further reserves the right to terminate negotiations at any point without obligation to contract for services with any firm. If a proposer wishes to recommend a change to any standard RTC contract provision, the provision and any proposed alternative language must be requested in writing prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change or exception is requested in writing, the consultant will be deemed to accept RTC's standard contract provisions. In addition, if the project will be

funded by Federal funds, federal required contract provisions will be included in the RTC standard agreement.

Conflict of Interest: The nature of the proposed services under this RFQ may create potential conflicts of interest for firms currently under contract with the Commission or firms that may seek future contract opportunities with the Commission. Consultants selected under this contract may be prohibited from competing, as a prime consultant or subconsultant, for future planning, environmental, design, construction management, real property, or other professional services for projects or task orders where the consultant has participated in the development of the scope of work, Independent Cost Estimate (ICE), procurement or selection process, or has performed other services that could create an actual or perceived organizational conflict of interest. Such restrictions will be evaluated by the RTC on a project- or task-order-specific basis. Selection under this contract will not, by itself, preclude a consultant from competing for other RTC work where no conflict of interest exists.
The prospective consultant shall demonstrate no conflicts of interest, and a commitment to avoid potential conflicts that might arise from work performed for others, past associations or pending relationships. Prospective consultants shall disclose any financial, business or other relationship with RTC that may have an impact upon the outcome of this contract or RTC construction projects. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or RTC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on RTC projects.

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

Local, State, and Federal Regulations: Any contract awarded under this Request for Qualifications is expected to be funded by federal, local, and state funding sources. The consultant must be able to meet requirements for contracts using local and/or state transportation funds, and local and state 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.

Non-discrimination: SCCRTC's Nondiscrimination Plan is available on our website (https://www.sccrtc.org/wp-content/uploads/2025/01/2025-RTC-TitleVI-Program.pdf)It is the policy of 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, subrecipient or subconsultant shall not discriminate 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 in the performance of the contract. This applies to all consultants' and subconsultants' 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.

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

There is **no DBE goal** or good faith effort required for the contract resulting from this procurement. On October 24, 2025, Caltrans issued a notice stating that the DBE program would be suspended until further notice. RTC is committed to working closely with consultants to maintain compliance as may be required by any future updates. For more information on the suspension go to: https://dot.ca.gov/programs/local-assistance/local-civil-compliance/disadvantaged-business-enterprise-dbe Where subcontracting opportunities exist, consultants should utilize the Caltrans DBE Database to find certified DBEs to consider for their team: https://caltrans.dbesystem.com/ (Search Directory of Certified Firms). The Consultant shall also provide bidder/proposer information required by

Caltrans LAPM Exhibit 9-L, Bidders/Proposer's List, in accordance with the applicable solicitation requirements: LAPM Exhibit 9-L Bidders List.

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

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. **NOTE: Indirect cost rate (ICR) documentation review and Caltrans approval is required PRIOR TO CONTRACT EXECUTION.** *Sole proprietors with no employees and billing a straight rate may be an exception to this requirement.

a. All firms (including all tiers of subconsultants) must include the ICR Certification (or Safe Harbor Certification) and cost proposal form in their response to this RFQ. The forms are included in the Required Forms listed in the RFQ. The ICR on the cost proposal must be the same or lower as the ICR shown on the ICR Certification form.

b. The ICR Certification shall represent the most recently completed Fiscal Period, ending in 2025/2026. ("Fiscal Period" is written on the fourth line under the "Indirect Cost Rate" heading on the form). The date must have a beginning and an end (e.g., 01/01/2025– 12/31/2025).

c. If a subconsultant chooses, they may be eligible to submit a Safe Harbor Certification form in lieu of the ICR Certification form. Eligibility requirements are found on the form. RTC submits the completed form to Caltrans. If the Safe Harbor certification is approved by Caltrans and Acceptance ID issued, no further documentation is required. The cost proposal must be updated with the Safe Harbor rate after approval with the overall project budget updated to match.

ICR review will be conducted after the successful proposer has been notified by the RTC, and BEFORE contract execution:

a. The Caltrans Acceptance ID is issued upon review and acceptance of the consultant's ICR. Some firms may already have an ID for the corresponding Fiscal Period.

b. **If the consultant has been issued a Caltrans Acceptance ID for Indirect Cost** for the corresponding Fiscal Period, the consultant may provide documentation such as a letter from Caltrans confirming the ICR. If the consultant does not have this documentation, then RTC may contact Caltrans to confirm the rate. Once confirmed, no further action is required from the consultant.

c. **If the consultant or subconsultant(s) do NOT have an approved Caltrans ID for their ICR and are not eligible for the Safe Harbor rate**, the consultant must submit the following documents for review. These documents are also shown on the Caltrans Financial Documents Review Request form:

   i. ICR Certification

   ii. ICR Schedule with FAR References for Disallowed Costs (a)

   iii. Post-Closing Trial Balance and Supplemental Reconciliation Schedule (to tie the proposed ICR Schedule to the Trial Balance)

   iv. If there is a *CPA Audited ICR Report and Schedule*, this must also be included. ***Prime consultant must provide this report.**

   v. Completed and signed AASHTO Internal Control Questionnaire Appendix B with all attachments such as written policies.

   vi. After initial review, additional documents may be requested such as Executive Compensation Analysis, Income Statement, Bonus Policy, or Other Direct Cost Schedules, etc. Once the ICR is reviewed by either Caltrans or RTC, and the contract is executed, the ICR will be valid for the duration of the contract unless amended by contract amendment.

Enclosed with this Request for Qualifications:

Attachment A: RTC Standard Contract
Attachment B: Sample RTC Work Plan
Attachment C: Guidelines for Document Submission Railroad Right of Entry (ROE)

Linked Attachments with this Request for Qualifications:

Attachment D: Financial Document Review Request form (for reference only)
Attachment E: Disclosure of Lobbying Activities (Caltrans Local Assistance Procedures Manual, Exhibit 10-Q)
Attachment F: Form 1 California Levine Act Statement
Attachment G: Form 2 Exceptions to the Agreement
Attachment H: Certification of Indirect Costs and Financial Management System
Attachment I: Cost Proposal Form 2. Specific Rate of Compensation
Attachment J: Cost Proposal Form 4. For Contractors subject to Prevailing Wage requirements
Attachment K: LAPM Exhibit 9-L Bidders List

Information Handout

- https://www.fema.gov/assistance/public/process

Attachment A: Sample RTC Contract

CONTRACT NO. TPXXXX

ARCHITECTURAL & ENGINEERING CONTRACT

This Sample Contract is provided for informational purposes only. The terms, conditions, and provisions contained herein are subject to revision at Commission sole discretion. Contract award is subject to approval by the Commission.

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

1. DUTIES.

A. CONSULTANT agrees to exercise special care and skill in accordance with customary and ordinary professional practices and principles accepted in the industry, to conduct the <<*Project Title*>>, 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, this AGREEMENT 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 his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager.

D. This AGREEMENT includes the 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

SAMPLE

COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

F. Consultant's Progress Reports and/or Meetings

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

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

2. <u>COMPENSATION</u>. In consideration for consultant accomplishing work to be performed under this agreement, as described in Scope of Services (Exhibit X), COMMISSION shall compensate consultant in accordance with the approved Cost Proposal (Exhibit X), dated <<Date>>, attached hereto and incorporated by reference. If there is any conflict between the approved cost proposal and this AGREEMENT, this AGREEMENT shall take precedence. The total amount payable by COMMISSION for all Task Orders resulting from this agreement shall not exceed <<$XXXX>>. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this agreement through Task Orders.

A. Specific projects will be assigned to CONSULTANT through issuance of Task Orders. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the CONSULTANT's approved Cost Proposal (Exhibit X).

B. CONSULTANT shall be reimbursed at rates specified in the CONSULTANT'S approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, overhead, and fee. In addition, CONSULTANT shall be reimbursed for approved expenses. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (CalHR), as specified in the approved Cost Proposal.

SAMPLE

C. The CONSULTANT and each subconsultant indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds the accepted overhead rate.

D. Salary increases shall not be allowed until one (1) year after this AGREEMENT is executed, and every year thereafter. The salary escalation rate is established at <<XX%>> for the duration of the AGREEMENT.

E. Task Orders are of no force or effect until signed by an authorized representative of the COMMISSION. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the COMMISSION.

F. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

G. The total amount payable by the COMMISSION for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Task Order amendment.

H. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the Scope of Services (Exhibit X) under this AGREEMENT.

I. Payments may be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the Scope of Services (Exhibit X) and Task Orders, COMMISSION shall have the right to terminate this AGREEMENT in accordance with the provisions of Article 8 Termination.

J. Invoices shall be submitted no more than once per month and no later than 30 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall be emailed to:

   <<Contract Manager>> *and* AccountsPayable@sccrtc.org *and* the Contract Manager on the individual Task Order(s)

   The invoices must include the following information:

   1. This agreement number, Task Order number(s), and project title;

   2. Description and dates of services performed;

   3. Percentage of work complete for each phase, task, and milestone;

SAMPLE

4. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) directly attributable to authorized work performed during the billing period by phase/task;

5. Report of expenditures by CONSULTANT and subconsultants divided by phase/task;

6. Itemized expenses incurred during the billing period;

7. Total payment requested; and

8. Total amount previously paid under this AGREEMENT.

3. <u>RETENTION</u>.

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. <u>PROMPT PAYMENT</u>.

A. **<u>From Commission to Consultant</u>**. COMMISSION shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT. If COMMISSION fails to pay promptly, COMMISSION shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, COMMISSION shall act in accordance with both of the following:

1. Each payment request shall be reviewed by COMMISSION as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

SAMPLE

2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than fifteen (15) days, after receipt.

3. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

B. **Prompt Payment Certification**. CONSULTANT must submit Exhibit 9-P to the COMMISSION by the 15th of the month following any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The COMMISSION must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COMMISSION must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

5. FUNDING REQUIREMENTS.

A. It is mutually understood between the CONSULTANT and COMMISSION that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, federal or state agency, or COMMISSION that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. COMMISSION has the option to terminate the AGREEMENT pursuant to Article 8 Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

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6. PREVAILING WAGE.

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

B. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

7. 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.

8. TERMINATION.

A. This AGREEMENT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than thirty (30) calendar days written notice of its intent to terminate and in the event of termination for cause, provides the reasons for termination stated in the notice and provides CONSULTANT an opportunity to cure during the notice period.

B. COMMISSION may temporarily suspend this AGREEMENT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under

SAMPLE

this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this AGREEMENT for damages sustained by COMMISSION by virtue of any breach of this AGREEMENT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.

D. If COMMISSION terminates this AGREEMENT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT for services satisfactorily performed prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the AGREEMENT in which case the overage shall be deducted from any sum due CONSULTANT under this AGREEMENT and the balance, if any, shall be paid to CONSULTANT upon demand.

E. Upon termination, COMMISSION shall be entitled to all CONSULTANT'S work produced under this AGREEMENT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.

F. COMMISSION may terminate this AGREEMENT for CONSULTANT'S default if a federal or State proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT'S principal, or if CONSULTANT or CONSULTANT'S principal makes an assignment for the benefit of creditors.

G. CONSULTANT may terminate this AGREEMENT by giving the COMMISSION at least one hundred and twenty (120) days advance written notice if CONSULTANT terminates without cause. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such early termination, default, including but not limited to re-procurement costs of the same or similar services defaulted or not provided by CONSULTANT under this Agreement.

9. RIGHT OF ENTRY AGREEMENT.

A. For work conducted on the Santa Cruz Branch Rail Line or within the rail line right-of-way, CONSULTANT personnel (officers, employees, volunteers, or agents) and any subconsultants must submit and comply with the "Right-of-Entry Agreement(s)" (ROEs) with the rail operator. CONSULTANT is responsible for permit application(s) and training fee(s).

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10. SAFETY.

A. CONSULTANT agrees to abide by all safety laws, regulations and requirements associated with working on and in the vicinity of a railroad track, and all conditions of entry that may be required. CONSULTANT, subconsultants, and/or authorized agents shall be required to complete the railroad safety training prior to commencing work within the right of way.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COMMISSION has determined that areas within the limits of the project are open to public traffic unless otherwise identified as private property. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles.

11. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT to the extent caused by recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. In the event that the CONSULTANT does not fulfill its obligation to defend, indemnify and hold harmless the COMMISSION as required herein, the CONSULTANT will be required to reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents.

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

C. In the event that CONSULTANT or any employee, agent, or subconsultant of CONSULTANT providing services under this AGREEMENT is determined by a court of competent jurisdiction or the California Public Employees

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

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

12. <u>INSURANCE</u>.

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 and non-contributory 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. <u>Types of Insurance and Minimum Limits</u>

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

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

3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars ($2,000,000) per occurrence, and four million 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.

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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. 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, Saint 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

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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 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 of the coverage at least thirty (30) days in advance of the effective date of such cancellation, or material change. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:

   contracts@sccrtc.org

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

5. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying, 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

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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.

6. 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.

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

13. <u>FEDERAL, STATE AND LOCAL LAWS</u>.

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

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

14. <u>NON-DISCRIMINATION AND COMPLIANCE PROVISIONS</u>.

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

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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 subconsultants to perform work under this AGREEMENT.

F. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to

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discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

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

I. CONSULTANT, subrecipient, or subconsultant shall never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

15. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):

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

16. TITLE VI ASSURANCES

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

A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred

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to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.

B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONSULTANT has made to obtain the information.

E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the COMMISSION may impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

2. cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A) through (E) in every sub-agreement, including

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procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

G. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the COMMISSION, State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of

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1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

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

17. FEDERAL CONTRACT REQUIREMENTS.

A. The PROJECT and the work performed under this AGREEMENT is funded in part by grant funds from the Federal Highway Administration (FHWA), administered by the California Department of Transportation. CONSULTANT shall comply with all applicable federal and State contract requirements, including but not limited to the contract requirements stated in Form FHWA-1273, which is attached to this AGREEMENT as Appendix A and is incorporated as if fully set out herein. CONSULTANT shall incorporate the requirements stated in Form FHWA-1273 in all subcontracts and shall

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attach Form FHWA-1273 in full without any changes to all subcontracts. This contract document may reference or summarize federal contract requirements. To the extent that any such reference or summary conflicts with any requirement stated in Form FHWA-1273 or in a referenced statute or regulation, the requirement(s) as stated in Form FHWA-1273 and the most recent version of the referenced statute or regulation shall govern. The term "participant" where used in Form FHWA-1273 means CONSULTANT.

B. CONSULTANT and all subconsultants shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.336, as those requirements may be amended, and the federal Transportation Act and its successors thereto. Compliance may include but is not limited to certification that the CONSULTANT in its work product and business/employment practices complies with the following:

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

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

3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1), 49 CFR Part 21, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

4. Section 1101(b) of the FAST Act Pub. L. 114-357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

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

6. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

7. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

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

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

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

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

The 2026 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives

2. Standard Assurances

3. Intergovernmental Review Assurance

4. Suspension and Debarment Certification

5. Lobbying Certification

6. U.S. OMB Assurances in SF-424B and SF-424D

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

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

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

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2. If any funds other than state or federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any local, State, or federal agency; a Member of the State Legislature or Congress; an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress; in connection with the awarding or making of this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this AGREEMENT that they shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. <u>CONFLICT OF INTEREST</u>.

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.

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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.

20. <u>LICENSES</u>.

If a license or permit of any kind is required of CONSULTANT, its employees, agents, or subconsultants 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.

21. <u>DEBARMENT AND SUSPENSION CERTIFICATION</u>.

A. CONSULTANT'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to the COMMISSION. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

22. <u>INDEPENDENT CONSULTANT STATUS</u>.

A. CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent contractor. CONSULTANT and not an employee of

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COMMISSION. CONSULTANT is responsible for provision of all insurance required of employers (including but not limited to workers compensation, disability and unemployment insurance, etc.) and all 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.

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C. CONSULTANT'S obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.

D. COMMISSION is not required to make any deductions or withholds from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT'S assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COMMISSION as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COMMISSION, its governing body, officers, employees, and agents, harmless from any and all claims that may be made against COMMISSION based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

F. Except as expressly authorized herein, CONSULTANT'S obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COMMISSION. However, claims for money due or which become due to CONSULTANT from COMMISSION under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COMMISSION.

23. <u>COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS</u>.

A. CONSULTANT agrees that the AGREEMENT Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31et 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

SAMPLE

or 2 CFR Part 200 are subject to repayment by CONSULTANT to COMMISSION.

D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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

24. <u>RETENTION OF RECORDS/AUDIT</u>.

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

B. The State, State Auditor, COMMISSION shall have access to any books, records, and documents of CONSULTANT, subconsultants, and its/their certified public accountants' (CPA) work papers that are pertinent to the AGREEMENT. CONSULTANT shall furnish indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof if requested.

25. <u>INSPECTION OF WORK</u>.

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 as reasonable.

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26. ACKNOWLEDGMENT.

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

27. 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).

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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.

28. <u>CONFIDENTIALITY OF DATA</u>.

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.

29. <u>NATIONAL LABOR RELATIONS BOARD CERTIFICATION</u>.

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

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30. DRUG-FREE WORKPLACE.

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

31. 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.

32. CHANGE IN TERMS.

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties a representative of each party authorized to bind their respective party. parties; and 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.

33. 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

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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.

34. <u>AUDIT REVIEW PROCEDURES</u>.

A. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, an AGREEMENT Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the AGREEMENT, Cost Proposal (Exhibit X) and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review, it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers, including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COMMISSION Contract Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COMMISSION at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the COMMISSION, and/or Federal, State, or other local governments have access to CPA workpapers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

B. CONSULTANT'S approved Cost Proposal may be subject to a CPA ICRA Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The approved Cost Proposal shall be adjusted by the CONSULTANT and approved by the COMMISSION Contract Manager to conform to the Work Paper Review recommendations included in the management letter or audit

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recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COMMISSION will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%)—the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%)—the accepted rate will be eighty-five percent (85%) of the proposed rate.
   c. If the proposed rate is greater than two hundred percent (200%)—the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

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4. CONSULTANT may submit to COMMISSION final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COMMISSION; and (3) IOAI has issued its final ICR review letter. The CONSULTANT must submit its final invoice to COMMISSION no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COMMISSION and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

35. <u>SUBCONTRACTING</u>.

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 AGREEMENT or the Cost Proposal (Exhibit X). If the CONSULTANT wishes to use a subconsultant not specified in this AGREEMENT or Exhibit C, 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

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authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Cost Proposal (Exhibit X).

D. CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

E. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

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

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construction inspection for any construction project resulting from this AGREEMENT.

36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

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

37. 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.

38. EQUIPMENT PURCHASE.

A. Prior authorization in writing, by COMMISSION'S Contract Manager shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT'S Cost Proposal (Exhibit X) and exceeding $5,000, with prior authorization by COMMISSION'S Contract Manager, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased as a result of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased

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

39. <u>NOTIFICATION</u>.

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:
Company Name
Project Manager, Title
Address 1
Address 2
Email Address

COMMISSION:
Santa Cruz County Regional Transportation Commission
<<Contract Manager>>
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
Email Address

40. <u>FORCE MAJEURE</u>.

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,

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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.

41. <u>COMPLETE AGREEMENT</u>.

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

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

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

D. Attachments

Exhibit X: Scope of Services

Exhibit X: Project Schedule

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Exhibit X: Cost Proposal

Exhibit X: Disclosures of Lobbying Activities, Standard Form *(LAPM Exhibit 10-Q)*

Exhibit X: California Levine Act Statements

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.

SAMPLE

SIGNATURE PAGE

Agreement No. TPXXXX

1. CONSULTANT:

By _____
Name
Title

Date_____

Company Name
Address Line
Address Line 2
Telephone
Email Address

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 Contracts, CONSULTANT

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APPENDIX A

Federal Highway Administration (FHWA)-1273

Required Contract Provisions
Federal-Aid Construction Contracts
Revised June 25, 2026

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CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with 29 CFR part 30, including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 40 U.S.C. 14501 allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment B: Sample RTC Work Plan

	Prime (DBE/Non-DBE)			Subconsultant 1 (DBE/Non-DBE)			Subconsultant 2 (DBE/Non-DBE)			
	Title 1	Title 2	Total Hours	Title 1	Title 2	Total Hours	Title 1	Title 2	Total Hours	Total Hours
Task A Task Name										
A.1 Sub-Task Name										
A.2 Sub-Task Name										
A.3 Sub-Task Name										
Subtotal Task A										
Task B Task Name										
B.1 Sub-Task Name										
B.2 Sub-Task Name										
B.3 Sub-Task Name										
Subtotal Task B										
Task C Task Name										
C.1 Sub-Task Name										
C.2 Sub-Task Name										
C.3 Sub-Task Name										
Subtotal Task C										
Task D Task Name										
D.1 Sub-Task Name										
D.2 Sub-Task Name										
D.3 Sub-Task Name										
Subtotal Task D										
Total Hours										

PROGRESSIVE RAIL INCORPORATED

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Guidelines for Document Submission
Railroad Right of Entry (ROE)

Step 1: You can access our ROE Application at www.progressiverail.com, at the bottom of the page lists "Customer Links". Click on the "Right of Entry Request". Once submitted, you will receive an email with further instructions on our process and the packet that will need to be filled out and approved prior to performing any and all work within the Railroad Right of Way.

Right if Entry Packet will entail:

- **A one-time, non-refundable Application Processing Fee of $2,500.00 (unless you are a utility).**
- **If you are a "Utility" in MN, based on section (f) under MN Statute 237.045 the Fee is $1250.00.**
- **If you are a "Utility" in IA, based on Chapter 42, Section 42.1 under IA Statute the Fee is $750.00.**
- **If you are a "Utility" in WI, based on Chapter PSC 132.02, under WI Statute the Fee is $500.00.**
- **Right of Entry Application**
- **Sub-Contractor Form**
- **Certificate of Insurance Requirements**
- **Flagging Rates and Instructions for scheduling future flagging.**

Flagging rate for Standard Projects is $2,000.00/ 8-hour day; Flagging rate for Govt. Projects is $1,000.00/day.

- Flagging rates are based on an 8-hour day, during Normal Business Hours between 7:30 A.M. and 3:30 P.M, Monday-Friday (excluding Holidays). Flag requirements outside of the Normal Business Hours will be assessed as a *second* day rate charge.
- After Flagging has been scheduled, you are allowed one free change. Any further changes to your Flagging will be assessed an additional $500.00 per change to your Flagging fees.
- A Flagman is required when the work will take place within the railroad right of way or if the work requires boring and placement of any materials underneath railroad tracks. Rates will be assessed after the project is completed and remitted to the responsible billing party for payment.
- Flagging can consist of a physical flagger onsite and/or placing up a derail to protect the track and take it out of service.

Certificate of Insurance (COI)

COI are required from the General Contractor and ALL Sub Contractors

A Certificate of Insurance is required from each Contractor/Entity who will be working within the Railroad Right of Way. The COI must state that a minimum of Two Million Dollars in General Liability Coverage is possessed by that Contractor; the General Liability policy shall include the CG2417 'Contractual Liability – Railroads' or its equivalent. An alternative to the CG2417 would be a separate Railroad Protective Liability policy with a minimum limit of Two Million Dollars. The Railroad shall be listed as a certificate holder and the Certificate of Insurance must be submitted via email. Note that if the project has an established General Contractor, that General Contractor must provide the above-mentioned General Liability CG2417 or Railroad Protective Policy.

Railroad Contact Information

Please email or mail required documents to:

Brenda Rivera
brivera@progressiverail.com
Progressive Rail Inc.
21778 Highview Ave.
Lakeville, MN 55044