



Request for Qualifications  
For  
Plans Specifications & Estimates (PS&E)  
Services For  
Maintenance and Operations Facility (140  
Williams Drive) Charging Stations #CP116-C

Redwood Coast Transit Authority (RCTA)  
c/o TMTTP Consulting, LLC  
900 Northcrest Drive, #134  
Crescent City, CA 95531

**Submittal Deadline**  
**May 12, 2025**  
**5:00PM PDT**

Reply to:

:

**Joseph Rye, Executive Director**  
**900 Northcrest Drive, #134**  
**Crescent City, California 95531**  
**Phone: (707) 235-3078**  
**Email: [tmttpconsulting@gmail.com](mailto:tmttpconsulting@gmail.com)**

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1. **INVITATION**

The Redwood Coast Transit Authority (RCTA) is seeking qualifications from firms to provide engineering design services and prepare a bid package for the construction of electric vehicle charging stations, solar canopies, and other electric vehicle charging infrastructure within the existing RCTA Williams Drive Maintenance and Operations Facility.

RCTA, subject to the Board of Directors' approval, intends to award a contract, for services to one successful consultant or team. The successful Firm will enter an Agreement for Professional Services with RCTA. Please refer to Appendix [B] for sample Agreement for Professional Services.

RCTA intends to adhere to the following solicitation timeline, which is subject to change at RCTA's sole discretion:

**Solicitation Timeline**

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFQ Issued	<b>March 31, 2025</b>
<b>Questions Submittal Deadline</b>	<b>April 14, 2025</b>
<b>Responses Posted on RCTA Website</b>	<b>April 21, 2025</b>
<b>Qualifications Due</b>	<b>May 12, 2025 by 5:00 PM PDT</b>
Interviews (if required)	<b>May 19, 2025</b>
Contract Award (tentative)	<b>May 30, 2025</b>
Notice to Proceed (tentative)	<b>May 31, 2025</b>

**Submittals must be sent to Joseph Rye, Executive Director by 5:00 p.m. May 12, 2025. Qualifications packages are required to be hard copy submissions received by RCTA by May 12, 2025 5pm PDT with a separate, sealed Cost Proposal sent to 900 Northcrest, #134, Crescent City, CA 95531.**

For questions regarding this RFQ, please contact Joseph Rye at [tntpconsulting@gmail.com](mailto:tntpconsulting@gmail.com).

\_\_\_\_\_  
**Joseph Rye,**  
**Executive Director**

\_\_\_\_\_  
Date

## 2. INTRODUCTION

### A. Summary and Term

The Services to be provided to RCTA consist of the following:

RCTA is requesting qualifications for plans, specifications and estimates (PS&E) services from qualified individuals or firms for the project. PS&E will require review and approval by Caltrans Local Assistance through the Local Assistance process. The work will typically be related to plans, specifications, and estimates, including engineering design services for the construction of electric vehicle charging stations, solar canopies, and other electric vehicle charging infrastructure within the existing RCTA Williams Drive Maintenance and Operations Facility. Additionally, a complete final set of plans, engineer's cost estimate and bid package must be included.

The proposed Project is the redevelopment of an existing bus maintenance and operations facility to add electric bus charging infrastructure. The project area (Assessor Parcel Number 118020033000) is cumulatively 1.23+ acres of an 84.77-acre lot, situated on the north end of the Del Norte County Fairgrounds, which is located at 421 US-101, Crescent City, CA 95531. The project area is currently used as a bus maintenance vehicle parking area with a bus wash bay. Development of the proposed project includes upgraded electrical service equipment, paved driveways for access and circulation, an asphalt parking lot with car and transit vehicle parking aisles separated by concrete electric vehicle (EV) charging islands, EV charging infrastructure (primarily overnight slow charging, but with 1-2 fast charging stations), fence upgrades, access gates, a backup generator pad, covered bus parking with solar arrays, lighting, and landscaping. The new maintenance and operations facility charging stations will initially serve (11) Endera Model B buses (or similar), plus up to 9 other existing RCTA gasoline and diesel buses. These improvements will meet the mandated requirements to transition bus fleets to zero emission sources and the project prioritizes improved facilities in an underserved rural community.

RCTA shall use qualifications-based competitive procedures for the procurement of architectural, landscape architectural, engineering, environmental, land surveying or construction project management services. Under this method, the Technical Proposals shall not contain a Cost Proposal and shall be evaluated based upon qualifications and demonstrated competence. After the consultants are ranked in accordance with the selection criteria set forth in the solicitation documents, the Executive Director, or his designee, shall open the separate, sealed Cost Proposal of the highest-ranked most qualified Firm and commence negotiations. If the parties are unable to negotiate fair and reasonable contract terms, including compensation, then the negotiations will be closed and the Executive Director, or his designee, will commence negotiations with the second most qualified Firm. This process will be followed until an Agreement is reached or the determination is made to recommend rejection of all submittals.

For detailed information regarding the required Services, please refer to Appendix A to this RFQ.

If approved by the RCTA Board of Directors, the successful Firm will execute an Agreement for a one 1 year term [base] with up to one (1), [one]-year option extension available. It is not anticipated that this agreement will require extension. RCTA intends to advertise this project for bidding in early 2026.

### B. Background Information

#### The Region

The region served by RCTA includes most populated areas within the boundaries of Del Norte County, plus portions of Northern Humboldt County along US 101. Del Norte County is California's northernmost coastal county, with a land area of approximately 1,070 square miles. The County is bounded by Curry County, Oregon, to the north, mountainous Siskiyou County to the east, Humboldt County to the south, and by the Pacific Ocean to the west. Crescent City, the

county seat, is located roughly halfway between Portland, Oregon (330 miles north) and San Francisco, California (350 miles south). Regionally, Crescent City is located approximately 85 miles north of Eureka, Humboldt County, about 26 miles south of Brookings, Oregon and 83 miles west of Grants Pass, Oregon, and Interstate 5.

Four federally recognized Tribes are in the Del Norte region: Elk Valley Rancheria, Tolowa Dee-ni' Nation, Resighini Rancheria, and the Yurok Tribe. They are partners and leaders in advancing regional transportation.

The principal north-south route through Del Norte County is US Highway 101, which provides access to coastal towns and cities to the north and south. Crescent City is located on US Highway 101. Del Norte County has two main routes providing access to inland communities: State Route, or SR 197/US Highway 199 to Hiouchi and Gasquet, and Route 169 to Klamath Glen. SR 197/US Highway 199 connects US Highway 101 to Interstate 5 in Oregon.

The county's diverse geography includes inland mountain ranges of coniferous forests, low coastal mountain ranges with temperate forests and the Redwood State and National Parks, and rugged coastlines with gray sand beaches on the Pacific coast. The climate of Del Norte County is consistently mild along the coast, becoming more variable inland. In Crescent City and along the coastal fringe, there is minimal temperature fluctuation. Coastal daytime temperatures average 45-55 degrees during the winter months. Temperatures increase to 55-65 degrees during mid-summer and early fall months, with higher temperatures when coastal fog disperses. Inland, temperature differences are more marked. Del Norte County/Crescent City area's annual rainfall generally ranges between 70 - 80 inches, with the heaviest rainfall occurring from November through March.

### **Population**

The California Department of Finance estimated the Del Norte County population (non-incarcerated) at 25,474 in 2022. This includes a population of 21,158 within the unincorporated area of the County and 4,316 within the City of Crescent City. The projected population for 2035 is 31,328. An Economic and Demographic Profile is posted on the DNLTC website under the heading Planning Documents: <http://www.dnltc.org/planning>. Populations served by RCTA along US 101 in Northern Humboldt include Orick, Trinidad, McKinleyville, Arcata, and Eureka.

### **Organization and Management**

RCTA is the primary public transit agency in the Del Norte County region. RCTA is governed by a five-member Board of Directors consisting of two members of the Del Norte County Board of Supervisors, one public member appointed by the Board of Supervisors, and two council members from the City of Crescent City.

RCTA delivers its services with a lean and unique staffing structure. There are no employees of RCTA. The Board of Directors hires a consultant or consulting team to manage the agency as the Executive Director, as well as a contract law firm to provide legal services and to take the lead on the periodic procurements of the Executive Director team. The Executive Director team has been the partnership of Joe Rye (TMTP Consulting) and Dan Herron (with other part time team members) since 2016. The TMTP team provides all administration services, including procurement, planning, grants, and marketing and oversight of the private contractor(s) who provide daily operations. Transdev is the current operations and maintenance contractor, having acquired First Transit and its existing contracts in 2023. The current five-year contract with Transdev runs through 2026 and includes all maintenance and operations services, except fuel, vehicles, and administration. RCTA owns its own vehicles and Maintenance and Operations Facility on Williams Drive in Crescent City, on land leased from the Fairgrounds.

**C. Budget**

In addition to your submittal, please provide a separate, sealed Cost Proposal to perform the services described.

**3. CONTENT**

**A. Scope of Services**

The outlined scope of services is provided as Appendix A. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing engineering design services (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**B. Cover Letter**

All submittals must have a consistent font type and size of text; and must be limited to 25 or fewer letter-size pages (8.5 inch by 11 inch), single spaced, single column, excluding the Cover Letter, Letter of Introduction, Table of Contents, two-page resumes of key nominated personnel, and other required appendices and forms. Type style and size for graphics is at Firm's option, but the font must be clear and legible.

Submission indicates acceptance by a firm of the conditions contained in this RFQ unless clearly and specifically noted in the submittal and confirmed in the Agreement between RCTA and the firm selected.

In order to be accepted for evaluation, submittals should provide the requested information in a concise, well-organized manner and must follow the prescribed format as outlined below.

**C. Letter of Introduction**

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications; identify its proposed key personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team.

Firms must also indicate that they are prepared to sign the Sample Agreement provided in Appendix B to this RFQ (or should specifically identify any requested changes to the Agreement) and must clearly state that they are able to meet the insurance requirements as set forth in Appendix C, Insurance Requirements. Firms must also state in writing that they agree to be bound by their submittal for 60 days from the submittal due date. Firms must also confirm that they have no impermissible conflicts of interest.

**D. Table of Contents**

Include a Table of Contents displaying the organization of the submittal being submitted.

**E. Approach to Providing Services: Team Organization and Management Plan**

Identify the key personnel and staff, including subconsultants, if any, who will be directly engaged in the performance of the work under the Agreement; and outline the Firm team's capacity to successfully perform the desired services and include the following:

1. Organization chart showing the proposed team composition.
2. Identification of any and all of the services listed in Appendix A, Scope of Services for which Firm intends to subcontract, including the intended subcontractant's name, location, key personnel, and their qualifications.
3. Describe understanding of, and rationale for, proposed intended approach to providing the work required under Appendix A.

**F. Company Qualifications, Experience, and References**

In order to be considered for award of an Agreement, each Firm must provide information about its company so that RCTA can evaluate the firm's stability and ability to support the commitments set forth in response to the RFQ. In addition, the Firm must have expertise in the tasks specified in Appendix A. RCTA, at its option, may require a Firm to provide additional information and/or clarify submitted information. To be considered qualified for consideration of award of an Agreement, Firms must:

1. Have (through themselves, their team members or their subcontractors/subconsultants) at least five (5) years of experience providing engineering design services;
2. Be capable of providing the desired services as delineated in the Scope of Services;
3. Have knowledge and understanding of applicable regulations and codes and be familiar with local conditions relating to the project scope and work;
4. Have accounting systems in place to adequately manage state-sponsored cost-type contracts;
5. Have a quality assurance system in place that adequately addresses the checking of analyses and calculations, drawings, specifications, cost estimates, reports and other supporting documentation for work product delivered in-house and by subcontractors/subconsultants; and
6. Have appropriate professional licenses to perform the work, including Professional Engineer Licensure.

Additionally, Firms must provide a minimum of three (3) and a maximum of five (5) references of clients for whom, within the past five (5) years, the Firm has provided similar services as those called for in this RFQ. Include transportation and governmental agencies, if any. For each submitted reference, Firms must supply a brief description of the services provided, the timeframe the services were provided, and current client contact information. Firms must also provide the size and structure of their firm as evidenced by an organizational chart, relevant to its client base.

**G. Qualifications and Experience of Key Personnel**

"Key Personnel" is defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFQ. Key Personnel must be available for the duration of the engagement and may not be substituted by Consultant without prior written approval by RCTA. Substitution of Key Personnel without prior written approval by RCTA will constitute a breach of the Agreement. RCTA reserves the right to direct the removal of any individual, including Key Personnel.



Each Firm must submit resumes of Key Personnel and an organization chart that identifies the proposed team's structure and reporting responsibilities. If the Firm is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that subcontractors will perform, if any, should be indicated on a task basis.

This information must indicate sufficient evidence satisfactory that proposed Key Personnel have the skills, qualifications, and experience to successfully complete the Services as further described herein and in Appendix A, Scope of Services. Firms must describe the depth and quality of previous experience and number of years providing similar services for all proposed Key Personnel.

#### **H. Separate Sealed Cost Proposal**

Consultant must submit its cost proposal in a separate sealed envelope. Costs shall include, but not be limited to, labor, materials, supplies, taxes, overhead, insurance and profit.

Consultant must provide hourly rates for all personnel that will be utilized on this contract representing Consultant. The CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, the CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Cost Proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

#### **I. Levine Act**

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any RCTA Board Member from participating in or influencing the decision on awarding a contract with RCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the RCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, RCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before RCTA or for twelve months following the date a final decision concerning the contract has been made.

#### **J. Licenses and Certifications**

Firm and proposed Key Personnel must hold, and maintain during the course of the contract including any option extensions, appropriate professional licenses to perform the work specified in this RFQ. Firms may list any relevant licenses and/or certifications and the name of the issuing entity with their submittal. Copies or proof of such licensure and/or certification may be requested by RCTA.

#### **K. Conflicts of Interest**

The firm selected to serve as Consultant through this RFQ will not be prohibited from working under separate contracts with RCTA, unless such work creates a conflict of interest, real or apparent, that would render the Consultant ineligible to undertake such work during the term of the Agreement. Firm must provide a list in its submittal of its current contracts that involve work with RCTA, including its relationship to RCTA and a brief description of its job under the contract. Firm must identify any potential conflicts that may compromise its delivery of unbiased work product.

By submitting, the firm represents and warrants that no director, officer or employee of RCTA is in any manner interested directly or indirectly in the submittal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Firm warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Firm further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

#### 4. **SOLICITATION PROCESS**

##### **A. Submission of Questions and Requests for Clarification**

All Questions and/or Requests for Clarification must be submitted in writing to Joseph Rye, Executive Director, at [tmtpc consulting@gmail.com](mailto:tmtpc consulting@gmail.com). RCTA's written response to Questions and/or Requests for Clarification will be posted on the RCTA website. The deadline of submittal for questions is April 14. Responses will be posted to RCTA's website by April 21.

##### **B. Addenda to RFQ**


**RCTA reserves the right to amend this RFQ at any time. Any amendments to or interpretations of the RFQ must be described in written addenda.**

It is the Firms' responsibility to monitor RCTA's website on a regular basis. Only signed addenda, issued by RCTA's authorized personnel are binding. Firms are required to acknowledge receipt of all addenda, if any, during the submission of their submittals.

Failure of any prospective Firm to receive the notification or addenda does not relieve the Firm from any obligation under the RFQ as clarified, interpreted or modified. All addenda issued must become part of the RFQ. Firms must acknowledge the receipt of each individual addendum in their submittals on the Submittal Cover Letter. Firm's failure to acknowledge in its submittal receipt of addenda may, at RCTA's sole option, cause the submittal to be rejected.

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

##### **C. Submission of Submittals**

Submittals must be sent to Joseph Rye, Executive Director by 5:00 p.m. May 12, 2025.  Qualifications packages are required to be hard copy submissions received by RCTA by May 12, 2025 5pm PDT with a separate, sealed Cost Proposal sent to 900 Northcrest, #134, Crescent City, CA 95531.

##### **D. Cost of Development**

This RFQ does not commit RCTA to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a submittal, nor to procure or contract for any services. The Firm waives any claim against RCTA for costs incurred in preparing a submittal and responding to this RFQ.

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**E. Validity of Submittals**

Submission of a submittal constitutes a firm offer to RCTA for 60 days from the submission deadline for submittals.

**F. Withdrawal of Submittals**

A firm may withdraw its submittal, without prejudice, by emailing Joseph Rye, Executive Director, at [tmtconsulting@gmail.com](mailto:tmtconsulting@gmail.com) prior to the submittal closing date and time. The withdrawal of a submittal does not prejudice the right of a Firm to submit another submittal within the time set for receipt of submittals.

After the submittal due date, a submittal may be withdrawn only if RCTA fails to award the Agreement within the submittal validity period prescribed above in Section 4.G., Validity of Submittals, or any agreed-upon extension thereof.

**G. Evaluation of Submittals and Selection Process**

Submittals will be screened to ensure firm(s)' responsiveness to the requirements of the RFQ and the responsibility of the proposing consultant. A submittal will be considered responsive only if it complies in all material respects to the requirements of the RFQ. RCTA intends to award a contract to the highest ranked, most qualified, responsible Firm that submits a responsive submittal for provision of the Services.

RCTA may reject as non-responsive any submittal that does not include the required documents referenced herein. However, RCTA reserves the right to request additional information and clarifications during the evaluation and selection process from any or all FirmFirms regarding their submittals.

**1. Selection Committee**

A Selection Committee (Committee), which will include members of staff and possibly one or more outside experts, will review the submittals submitted and rank them according to the weighted criteria of each category as set forth in the process below.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the submittal evaluation process; individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a submittal, firms agree to be bound by these terms and will not later challenge said terms.

**2. Submittal Evaluation Process**

The firm's submittal will be evaluated using the criteria identified below. In ranking submittals, RCTA will consider the submittal material submitted, oral interviews (if any are held) and any other relevant information about a given firm (i.e. references). RCTA will not assume that a Firm possesses any capability unless such a capability is established by the submitted submittal.

Submittals will be evaluated based on the following point values:

Responsiveness and Comprehensiveness:	20
Qualifications of Individuals or Firm:	25
Experience/Performance:	30
Submittal Contents/Methodology:	25
Total Available:	100

**H. Interviews**

Following the initial review and screening of submittals, one or more firms may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an oral interview. If RCTA conducts interviews, it will do so with those firms found to be within the “competitive range.” Attendees at an interview should be restricted to those individuals who will have direct involvement with provision of the Services. RCTA expects that, at a minimum, the proposed Project Manager will attend the oral interview; other Key Personnel may also attend. Please refer to the solicitation timeline in the Invitation for tentative interview dates.

**I. Revised Submittals, Interviews and Negotiations**

RCTA reserves the right to negotiate with any individual(s) or qualified firm(s), to request revised submittals, to visit the firm(s) site(s), to interview or not, or to request best and final offers (BAFOs), if it is in the best interest of RCTA to do so. During this step, the Committee will evaluate financial statements and audit reports submitted by firms in the competitive range. Upon completion of this step in the selection process, the Committee will re-rank the firms remaining in the competitive range, in accordance with the evaluation criteria set forth above.

RCTA also reserves the right to further reduce the competitive range at any time during this step of the evaluation and selection process and RCTA may hold simultaneous discussions with those firms that remain in the competitive range. Firms who are no longer in the competitive range, and will therefore not continue to the final step of the selection and evaluation process, will be notified as soon as it is practicable.

**J. Contract Award**

The Committee will make a recommendation of award of Agreement, if any, to RCTA’s Board of Directors, or designee. All firms will be notified of the recommended award in writing. No Agreement will be in force until a written authorization to proceed is issued by RCTA’s authorized personnel.

The successful firm, to whom award is made, must execute a written Agreement for Services on RCTA’s provided form as set forth in Appendix B within 14 calendar days after firm receives the form of Agreement for execution.

**K. Protest Procedures**

RCTA’s contract protest process and procedures are available at:  
<http://www.redwoodcoasttransit.org/about-rcta/procurement/>.

**L. Ex-Parte Communications**

Firm representatives must communicate in the manner set forth in this RFQ. All such communication must be directed to the authorized personnel named in this RFQ until after a Notice to Proceed has been issued by RCTA. There must be no communication with any officer, director, employee, or agent of RCTA, except as may be reasonably necessary to carry out the procedures specified in this RFQ.

Firm representatives may not communicate with RCTA's Board members except in writing and if the communication is made public. Nothing herein prohibits firms and their representatives from making oral statements or presentations in public to one or more representatives of RCTA during a public meeting.

**M. Confidentiality**

1. Confidentiality and Waiver of Claims

- i. The California Public Records Act (Cal. Gov. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the submittal, as well as any other written communication between RCTA and the firm, is a public record that must be made available to the public.
- ii. If the firm believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the firm believes would cause substantial injury to the firm's competitive position if disclosed, the firm must request that RCTA withhold from disclosure the exempt information by submitting:
  - (a) an unredacted copy of the submittal marking each page containing such exempt information as confidential; and
  - (b) a redacted copy of the submittal that redacts the purportedly exempt information; and
  - (c) a separate "confidentiality index" including all of the following information:
    - (i) The section and page number of the submittal where the information is located; and
    - (ii) An explanation of why the information is exempt from disclosure under the CPRA.
- iii. By submitting a, Firm:
  - (a) consents to the release of the redacted version of the submittal; and (ii) consents to the release of any portion of its submittal not included in the confidentiality index; and
  - (b) waives all claims against RCTA, its directors, officers, employees and agents, for the disclosure of such information.

- iv. If the firm does not include a confidentiality index in its submittal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.
- v. In the event of conflicts between the redacted version, the confidentiality index, and confidentiality designations in the body of the submittal, the redacted version prevails.
- vi. A firm may not designate its entire submittal as confidential. RCTA will not honor such designations and will disclose submittals so designated to the public without liability to RCTA.

## 2. Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking submittal material relating to this RFQ, RCTA may provide the redacted version of the submittal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the firm prior to releasing any material listed in the confidentiality index.

By submitting a submittal, firm agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the firm information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the submittal. If firm fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

## N. Waiver

By submitting a submittal, the firm represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that firm has checked its submittal for errors and omissions; that the prices stated in its submittal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

## O. RCTA's Rights

RCTA reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of RCTA. This RFQ does not commit RCTA to award an Agreement, to pay any costs incurred in the preparation of the submittal for this request, or to procure or contract for services. RCTA reserves the right to modify or cancel in whole or in part this RFQ, to reject any and all submittals, to accept the submittal it considers most favorable to RCTA's interest in its sole discretion, and to waive irregularities or informalities in any submittal or in the submittal procedures. RCTA further reserves the right to reject all submittals and seek new submittals when RCTA considers such procedure to be in its best interest.

If there is any evidence indicating that two or more firms are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the submittals of all such firms must be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by RCTA.

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5. **CONTRACTUAL REQUIREMENTS**

A. **Agreement for Services**

The selected firm for the provision of the Services will be required to execute an Agreement with RCTA describing the Scope of Services to be performed, compensation, insurance requirements and other pertinent provisions. This Agreement must follow the Sample Agreement, identified here as APPENDIX B. **All firms are directed to review all of the terms and conditions set forth in the Sample Agreement, APPENDIX B, particularly the indemnification and insurance requirements.**

Submittal of a submittal must be deemed acceptance of all of the terms set forth in this RFQ and the Sample Agreement unless the firm(s) includes with its submittal, in writing, any modifications requested to the RFQ and/or Sample Agreement. All requests for exceptions must be in writing, separately identified, and delineated for each task, or other item.. RCTA reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exception(s). No exceptions may be requested after the deadline for the submittal of submittals.

B. **Insurance and Indemnification Requirements**

Firms are instructed to carefully review the insurance and indemnification provisions set forth in **Appendices B and C** and provide a statement of firm's acceptance and ability to comply.

6. **SUBMITTAL CONTENT CHECKLIST**

- Submittal Cover Letter**  
Include the completed and signed Cover Letter, including acknowledgement of addenda, if any.
- Letter of Introduction, Exceptions to the Agreement and Joint Venture Agreement, if applicable**  
Reference Section 3.B. Any exceptions must be set forth, if applicable. Reference Section 5.G.
- Table of Contents**  
Reference Section 3.D.
- Approach to Providing Services**  
Outline services to be rendered under the Agreement. Discuss approach, methodology, team organization and management plan.
  - Team Organization**  
Reference Section 3.E.
  - Identification of Subconsultants or Subcontractors**  
Reference Section 3.E.3.i. Firms intending to use subconsultants must identify them and include them in the submittal. Use of any and all subconsultants must be approved in writing by RCTA's authorized representative.
- Company Qualifications, Experience and References**  
Reference Section 3.F.
- Qualifications and Experience of Key Personnel**  
Reference Section 3.G.

- Cost Proposal – Separate Sealed Submittal Delivered Hard Copy to RCTA**
- Conflicts of Interest**  
Reference Section 3.K. Firm must provide a list in its submittal of its current contracts that involve work with RCTA, including a brief description of its job under the contract. Firm must identify any potential conflicts that may compromise its delivery of unbiased work product.
- Other Required Forms and Information**  
Submit all other required forms provided in this solicitation.

## **7. APPENDICES**

APPENDIX A, Scope of Services  
APPENDIX B, Sample Agreement for Services  
APPENDIX C, Insurance Requirements



## **ENDIX A, Scope of Services**

The Services to be provided to RCTA consist of the following:

RCTA is requesting qualifications for plans, specifications and cost estimates (PS&E) services from qualified individuals or firms for the project. PS&E will require review and approval by Caltrans Local Assistance through the Local Assistance Program Manual process. The work will typically be related to plans, specifications, and estimates, but also includes a comprehensive bid package ready for release. Engineering design services for the construction of electric vehicle charging stations, solar canopies, and other electric vehicle charging infrastructure within the existing RCTA Williams Drive Maintenance and Operations Facility.

RCTA anticipates design for near-term charging capacity and future expansion charging during this design effort. RCTA anticipates initial design and construction of 11 electrical bus charging stations at the Williams Drive Transit Center, with inclusion of future charging locations for another 10 electric vehicles. RCTA anticipates primary overnight slow charging of parked buses alongside slow charging stations, augmented by 1-2 fast charge stations located in areas where buses will pull up and park for short periods of time during the daytime hours.

The proposed Project is the redevelopment of an existing bus maintenance and operations facility to add electric bus charging infrastructure. The project area (Assessor Parcel Number 118020033000) is cumulatively 1.23+ acres of an 84.77-acre lot, situated on the north end of the Del Norte County Fairgrounds, which is located at 421 US-101, Crescent City, CA 95531. The project area is currently used as a bus maintenance vehicle parking area with a bus wash bay. Development of the proposed project includes upgraded electrical service equipment, paved driveways for access and circulation, an asphalt parking lot with car and transit vehicle parking aisles separated by concrete electric vehicle (EV) charging islands, EV charging infrastructure, fence upgrades, access gates, a backup generator pad, solar arrays, lighting, and landscaping. The new transit maintenance and operations facility will initially serve (11) Endera Model B buses plus 9 or so fossil fueled existing buses. Design will include a future expansion for up to 10 additional electric buses. These improvements will meet the mandated requirements to transition bus fleets to zero emission alternative energy sources and the project prioritizes improved facilities in an underserved rural community.

RCTA desires to have review and comment phases at the standard design increments of 30%, 60%, 90% (with Engineer's Cost Estimate) and 100% design milestones, prior to assembly of bid documents. RCTA may need to order long lead time equipment well ahead of completion of 100% plans to avoid delay in construction. Consultant will lead the design process and flag any longer lead time equipment for advance equipment ordering as early in the design process as practical, ideally at 30%. Multiple stakeholders will be involved in review processes, including Pacific Power (local electric utility) and State of California (CCA – California Construction Authority) which represents the land owner, the Fairgrounds in the development and entitlements process.

For more detailed information on the environmental process, you can find the Negative Declaration at:

<https://redwoodcoasttransit.org/2024/10/rcta-releases--for-project-approvals-environmental-documents/>



Figure 1: Concept Plan

**APPENDIX B, Sample Agreement for Services**

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This AGREEMENT for Plans, Specifications, and Estimates Engineering and Design Services for the RCTA Maintenance & Operations Facility Charging Stations (PS&E) (Agreement) is entered into by and between the Redwood Coast Transit Authority (RCTA) located at 140 Williams Drive, Crescent City, CA 95531 and \_\_\_\_\_ (CONSULTANT, a \_\_\_\_\_ [STATE] Corporation located at \_\_\_\_\_ [INSERT ADDRESS] (“the Parties”).

## 1. SCOPE OF SERVICES

This is an Agreement to provide engineering/design consulting services. The CONSULTANT agrees to provide these services to RCTA in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing environmental consulting services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Submittals dated \_\_\_\_\_, which is attached hereto and incorporated herein as Exhibit A, as supplemented by the CONSULTANT’s written submittal dated \_\_\_\_\_, attached hereto and incorporated herein as Exhibit B.

### AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement, including Attachment A Insurance Requirements;
- (2) Exhibit A, RCTA Request for Qualifications;
- (3) Work Directives/Task Orders, if applicable
- (4) Exhibit B, CONSULTANT’s Submittal including costs/labor rates.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## 2. TERM OF AGREEMENT June 1, 2025 to June 1, 2026

The term of this Agreement will be for a 1-year term commencing upon June 1, 2025 (Effective Date) and ending on June 1, 2026. The CONSULTANT will furnish RCTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the solicitation documents.

RCTA reserves the right, in its sole discretion, to exercise up to 1 one-year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If RCTA determines to exercise the option term(s), RCTA will give the CONSULTANT at least 30 days’ written notice of its determination. RCTA intends to advertise this project for bidding in early 2026.

It is understood that the term of the Agreement and any option term(s) granted thereto as specified herein are subject to RCTA's right to terminate the Agreement in accordance with Section 23 of this Agreement.

### **3. CONSULTANT'S REPRESENTATIVE**

At all times during the term of this Agreement [INSERT NAME OF CONSULTANT'S REP] will serve as the primary staff person of the CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by RCTA, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

### **4. COMPENSATION**

#### **4.1. GENERAL**

Compensation for each project performed under the Agreement will either be **Cost-Plus-Fixed-Fee with a ceiling (CPFF)** or **Specified Rate of Compensation (SRC)**.

Project pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to the CONSULTANT, which are determined by subsequent audit to be unallowable under these Federal cost principals, are subject to repayment by the CONSULTANT to RCTA.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, the CONSULTANT may, upon written request, adjust prospectively the labor rates. Increases in future negotiated Direct Labor Rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to RCTA, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either the (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon approval by RCTA, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

The CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, the CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the Cost Proposal\*. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from RCTA's Project Manager before exceeding such estimate. Progress payments for each project will be made monthly in arrears based on services provided and actual costs incurred.

The CONSULTANT shall not commence performance of work or services until this Agreement has been approved by RCTA, and notification to proceed has been issued by RCTA's Executive Director. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

Fixed Fees shall be negotiated prior to the signing of the Agreement and shall apply throughout the life of the Agreement.

#### 4.2. **COST OF WORK**

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

#### 4.3. **DIRECT LABOR**

##### 4.3.1. **GENERAL**

Direct Labor Rates shall be as set forth in Exhibit B to this Agreement and shall stay in effect for the first year of the Agreement. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.

Charges by the CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, the CONSULTANT, and subconsultants, shall submit a written request to the Executive Director and provide the person's name, job title, current actual rates, and resume, for RCTA's review and approval.

New personnel must be approved by RCTA prior to the new personnel commencing work under a project. Work performed by personnel not previously approved in writing by RCTA shall be at the CONSULTANT's own risk.

Increases in hourly rates may not exceed the percentage change of the Consumer Price Index (CPI-U) for the San Francisco/Oakland/Hayward, CA Area (Core Based Statistical Area (CBSA)) area, or **3.5%**, whichever is lower.

##### 4.3.2. **Straight Time**

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

##### 4.3.3. **Overtime**

RCTA will reimburse the CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT's employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that RCTA has approved the overtime, in writing, prior to the incurring of said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.

#### 4.4. CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

##### 4.4.1. General

The CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for the CONSULTANT's and subconsultants' home office and RCTA-Furnished Field Office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B.

##### 4.4.2. Payroll Burden

The CONSULTANT and RCTA agree that the following will be considered as Payroll Burdens and as such will be paid to the CONSULTANT, and subconsultants, as compensation for said costs, as set forth below. "Payroll Burden" is defined as:

The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges, and c) contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant's, cost of owner-required insurance.

##### 4.4.3. Employee Benefits

"Employee Benefits" for the CONSULTANT's and subconsultant's employees is defined as the cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Director's drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits, and all other employee benefit plans.

##### 4.4.4. Indirect Costs (Office Overhead)

The CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting, and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Consultant's Submittal or approved by RCTA.

These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement for the CONSULTANT and its subconsultants and may be adjusted upon RCTA's approval.



4.4.4.1. The CONSULTANT's and subconsultant's Home Office Overhead rate shall apply to personnel assigned in the CONSULTANT's and subconsultant's Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's Submittal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with Federal Acquisition Regulations (FAR) reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e. other comparable public agency contract rates) to RCTA to review for acceptance. RCTA will have the final decision as to what is acceptable.

4.4.4.2. RCTA-Furnished Field Office Overhead rate shall apply to the CONSULTANT's, and subconsultant's, personnel assigned to an RCTA-Furnished Field Office on a full-time basis, for a period of at least 120 calendar days. As these rates cannot be pre-determined by audit, RCTA reserves the right to negotiate this rate for each firm.

#### 4.5. **Maximum Fixed Fees (Profit)**

##### 4.5.1. **General**

Maximum Fixed Fee percentages shall apply throughout the life of the Agreement. The CONSULTANT's fixed fee amount for each project may be negotiated on an individual project basis. Said fixed fee amount shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under a project.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by RCTA shall not exceed:

**Engineering Consultant Design Services** – \_\_\_\_\_ Percent ( \_%)\* for the Consultant's home office (Home) and \_\_\_\_\_ Percent ( \_%) for RCTA's field office (Field).

Maintenance Activities - \_\_\_\_\_ Percent ( \_%)

Consultant Support Services – \_\_\_\_\_ Percent ( \_%)\*

*\*Fees for Consultant Support projects are only paid for actual time worked (Level of Effort)*

Subconsultants markup – Zero Percent (0%)

#### 4.6. **OTHER DIRECT COSTS (ODCs)**

##### 4.6.1. **General**

Other Direct Costs, including subconsultant's projects, shall be proposed at cost with a Zero Percent (0%) markup.

##### 4.6.2. **Allowable ODCs**

Examples of allowable ODCs include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blueprint services, and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by RCTA. Supporting documentation is required for reimbursement of all ODCs.

#### 4.6.3. **Subconsultants**

With regard to subconsultants, RCTA will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with Zero Percent (0%) markup. The CONSULTANT may be compensated for initial, or one-time, charges incurred in establishing a project or for pre-approved administration charges.

#### 4.6.4. **Limitations on Direct Costs - The Following Are Limitations:**

(1) Vehicles - If applicable and approved by RCTA, rental vehicles and associated support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - All travel and relocation related plans must be approved in writing by RCTA prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for Alameda County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by RCTA, will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to RCTA-Furnished Field Office for the CONSULTANT's and subconsultant's personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by the CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Travel, accommodations, and subsistence (directly related to the Scope of Services) for business trips to the project Site, to RCTA's consultants and suppliers, or to other locations approved by RCTA. Such travel may originate at the CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at RCTA's central or field offices.

#### 4.6.5. **Unallowable ODCs**

The following ODCs are not allowable unless they are authorized by prior written approval of RCTA's authorized representative:

- Costs associated with registration for training, seminars, and association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards, and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring, and operating dedicated project vehicles.
- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance

- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by the CONSULTANT shall be credited to RCTA at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of RCTA's authorized representative.

#### 4.7. **Maximum Compensation Amount**

A maximum not-to-exceed amount established for each project.

Further, it is expressly understood and agreed that in no event shall the CONSULTANT be compensated in an amount greater than the amount specified in any individual project for the services performed under such project without issuance of a written amendment to such project by RCTA's Executive Director.

If at any time, the CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the project, the CONSULTANT shall notify RCTA immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the project. Any cost incurred by the CONSULTANT in excess of the not-to-exceed amount established for the project shall be at the CONSULTANT's own risk.

#### 4.8. **Flow Down**

The CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by RCTA.

### **5. MANNER OF PAYMENT**

The CONSULTANT must submit monthly **invo**ices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract name, Purchase order #, and RCTA's Project Manager's name. RCTA will endeavor to pay approved invoices/billing statements within 30 calendar days of receipt. RCTA reserves the right to withhold payment to the CONSULTANT if RCTA determines that the quantity or quality of the work performed is unacceptable. RCTA will provide written notice to the CONSULTANT within 10 calendar days of RCTA's decision not to pay and the reasons for non-payment. If the CONSULTANT disagrees with RCTA's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes RCTA's decision to RCTA within 30 calendar days of

RCTA's notice. If the CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge RCTA's decision. Final payment will be withheld until the CONSULTANT performs all required Agreement expiration or termination obligations.

Invoices shall be made in writing and delivered via email to RCTA as follows:

[jeff@greendottransportation.com](mailto:jeff@greendottransportation.com)  
[tmtpc consulting@gmail.com](mailto:tmtpc consulting@gmail.com)

The CONSULTANT represents that the CONSULTANT's taxpayer identification number (TIN) is \_\_\_\_\_ as evidenced by a completed Federal Form W-9.

## 6. NOTICES

Except for invoices submitted pursuant to Section 6, all notices or other communications relating to the day-to-day activities of the provided services will be exchanged between RCTA's Project Manager or designee, and the CONSULTANT's \_\_\_\_\_.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties, by mailing the same postage prepaid, or by email, addressed as follows:

If to RCTA: Executive Director  
Redwood Coast Transit Authority  
900 Northcrest Drive, #134  
Crescent City, CA 95531  
Email: [tmtpc consulting@gmail.com](mailto:tmtpc consulting@gmail.com)

If to the CONSULTANT: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed or emailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 7. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by the CONSULTANT will be and are the property of RCTA. RCTA will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to RCTA. If any materials are lost, damaged, or destroyed before final delivery to RCTA, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to

such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to RCTA. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

## **8. CONFIDENTIALITY**

Any RCTA materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of RCTA’s Executive Director or designee.

## **9. USE OF SUBCONTRACTORS/SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of RCTA, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and RCTA will have no obligation to them.

## **10. CHANGES**

RCTA may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that the CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RCTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a

change to the contract terms and conditions, the CONSULTANT will so advise RCTA immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to RCTA prior to the time that the CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Executive Director prior to implementation of such changes. Failure to provide written notice and receive RCTA approval for extra work prior to performing extra work may, at RCTA's sole discretion, result in non-payment of the invoices reflecting such work.

#### **11. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless RCTA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; and

Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RCTA or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

#### **12. INSURANCE**

Refer to Attachment A, appended hereto, for the Insurance Requirements.

#### **13. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of RCTA. The CONSULTANT is and will be an independent consultant and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

#### **14. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of RCTA.

#### **15. LITIGATION SUPPORT**

The CONSULTANT must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by RCTA. In

the event that litigation relating to the performance of this Agreement arises, the CONSULTANT will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONSULTANT may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

#### **16. RCTA WARRANTIES**

RCTA makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

#### **17. RCTA REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of RCTA, RCTA's Executive Director, or such person or persons the Executive Director may designate in writing from time to time, will represent and act for RCTA.

#### **18. WARRANTY OF SERVICES**

The CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable \_environmental planning and engineering services firms at the time the services are rendered. In addition, the CONSULTANT will provide such specific warranties as may be set forth in \_CONSULTANT's submittal\_ as agreed upon by the Parties.

In the event that any services provided by the CONSULTANT hereunder are deficient because of the CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, RCTA will report such deficiencies in writing to the CONSULTANT within a reasonable time. RCTA thereafter will have:

The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, the CONSULTANT fails to give satisfactory evidence to RCTA that it has undertaken said re-performance; or

The right to terminate the Agreement for default.

The CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

#### **19. CLAIMS OR DISPUTES**

The CONSULTANT will be solely responsible for providing timely written notice to RCTA of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is RCTA's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore,

the CONSULTANT's failure to provide timely notice will constitute a waiver of the CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RCTA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given RCTA due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RCTA, such notice will be given to RCTA prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by RCTA and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **20. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, RCTA reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **21. TEMPORARY SUSPENSION OF WORK**

RCTA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RCTA may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of RCTA to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from RCTA to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by RCTA.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that RCTA has specifically directed the CONSULTANT to suspend under this section.



If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## **22. TERMINATION**

**Termination for Convenience.** RCTA may terminate this Agreement for convenience at any time by giving thirty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RCTA terminates the Agreement for convenience, RCTA agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from RCTA upon the effective date of termination, plus any costs reasonably necessary to effect the termination. The CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of RCTA upon the effective date of the termination for convenience. The CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RCTA deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

**Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, RCTA may find the CONSULTANT to be in default. After delivery of a written notice of default, RCTA may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within 7 calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in RCTA's discretion, provide a plan to cure such breach which is acceptable to RCTA within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, RCTA may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT's property, RCTA may terminate this Agreement immediately without a cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. RCTA agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from RCTA for work performed in full accordance with the terms of the Agreement as of the effective date of termination. RCTA is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of RCTA upon the effective date of the termination for default.

The rights and remedies of RCTA provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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### **23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit RCTA, the State Comptroller, and their authorized representatives, the California Department of Transportation (Caltrans), or any of their authorized representatives] to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by RCTA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse RCTA for those costs within sixty (60) days of written notification by RCTA.

### **24. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. 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 RCTA deems appropriate.

### **25. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RCTA's Executive Director, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by RCTA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for

noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **26. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY**

RCTA is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and professional services activities. To this end, RCTA has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the CONSULTANT will cooperate in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of this Agreement, the CONSULTANT hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subconsultants in the performance of this contract:

“The CONSULTANT or subcontractor/subconsultant must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONSULTANT or subcontractor/subconsultant 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 RCTA deems appropriate.”

RCTA implements its DBE Policy in accordance with DOT regulations and no contract-specific DBE participation goal has been established for this Agreement. However, CONSULTANT must cooperate with RCTA in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE’s participation do not exist.

## **27. CONFLICT OF INTEREST**

**General.** Depending on the nature of the work performed, a CONSULTANT of RCTA may be subject to the same conflict of interest prohibitions established by - the California Department of Transportation, and California law that govern RCTA’s employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the submittal process or the term of the Agreement, the CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under RCTA's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by RCTA.

No person previously in the position of director, officer, employee or agent of RCTA during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before RCTA, or any officer or employee of RCTA, for a period of one (1) year after leaving office or employment with RCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

The CONSULTANT's duties and services under this Agreement will not include preparing or assisting RCTA with any portion of RCTA's preparation of a request for submittals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with RCTA. RCTA will at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. The CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications is limited to conceptual, preliminary, or initial plans or specifications. The CONSULTANT must cooperate with RCTA to ensure that all bidders or Firms for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the CONSULTANT pursuant to this Agreement.

**Organizational Conflicts of Interest.** The CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RCTA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The CONSULTANT will not engage the services of any subconsultant or independent consultant on any work related to this Agreement if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement the CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the CONSULTANT immediately will provide RCTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, RCTA becomes aware of an organizational conflict of interest in connection with the CONSULTANT's performance of the work hereunder, RCTA will similarly notify the CONSULTANT.

In the event a conflict is presented, whether disclosed by the CONSULTANT or discovered by RCTA, RCTA will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. RCTA's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the CONSULTANT must maintain lists of its employees, and the subconsultants and independent consultants used and their employees. The CONSULTANT must provide this information to RCTA upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. The CONSULTANT will retain this record for five (5) years after RCTA makes final payment under this Agreement. Such lists may be published as part of RCTA's future solicitations.

The CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. The CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by RCTA in addressing organizational conflicts that arise out of work performed by the CONSULTANT, or to termination of this Agreement for breach.

## **28. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)**

The CONSULTANT consents to the release of this Agreement, the redacted version of its submittal, and the release of any portion of its submittal not included in its confidentiality index, and waives all claims against RCTA, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its submittal, RCTA will have no obligation to withhold any information from disclosure and may release the information sought without liability to RCTA.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, submittal material relating to this RFQ, RCTA may provide the Agreement, redacted version of the submittal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If RCTA determines that information in the confidentiality index is not exempt from disclosure, RCTA will give reasonable notice to the Firm prior to releasing any material listed in the confidentiality index.

The CONSULTANT agrees to indemnify, defend, and hold harmless RCTA, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Firm information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the submittal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, RCTA reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

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**29. ADDITIONAL REQUIREMENTS. NOT APPLICABLE**

**30. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

**31. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**32. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**33. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the Parties.

**34. APPLICABLE LAW**

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of RCTA.

**35. RIGHTS AND REMEDIES OF THE RCTA**

The rights and remedies of RCTA provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**36. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

**37. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and

RCTA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**REDWOOD COAST TRANSIT AUTHORITY:**

**CONSULTANT: (See footnote below)\***

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Joseph Rye

Print: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Attorney for RCTA

\* Note: If Consultant is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If the Consultant is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the RCTA indicating the individual’s authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.



## **APPENDIX C, Insurance Requirements**

The insurance requirements specified in this section shall apply to Consultant/Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms, or corporations that Consultant/Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). Consultant/Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages below subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Consultant/Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant/Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Consultant/Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Consultant/Contractor's insurance be primary without any right of contribution from RCTA. Prior to beginning work under this Agreement, Consultant/Contractor shall provide RCTA with satisfactory evidence of compliance with the insurance requirements of this section.

### **A. Minimum Types and Scope of Insurance**

#### **1.) Workers' Compensation and Employers' Liability Insurance**

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employers' Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

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#### **2.) Commercial General Liability Insurance**

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Consultant/Contractor's operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
  - Contractual liability.
  - Personal injury.
  - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - Additional Insured.

### 3.) **Business Automobile Liability Insurance**

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
  - All Owned vehicles.
  - Non-owned vehicles.
  - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - Additional Insured.

### 4.) **Professional Liability Insurance**

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to Redwood Coast Transit Authority and having minimum limits of liability of \$1 million per claim or occurrence and \$1 million annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

### 5.) **Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement of the property described below:

- a. This insurance shall include coverage for, but not be limited to:
  - Consultant/Contractor's own business personal property and equipment to be used in the performance of this Agreement.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements section below:

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**B. ENDORSEMENTS**

**1.) Additional Insured**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds Consultant/Contractor and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

Redwood Coast Transit Authority, its Board and Agents  
TMTP Consulting LLC  
Herron Consultants

**2.) Primary Insurance**

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by Redwood Coast Transit Authority.

**C. EVIDENCE OF INSURANCE**

**All Coverages**

Prior to commencing work or entering onto the property, Consultant/Contractor shall provide RCTA's Executive Director or designee with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Consultant/Contractor's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to RCTA's Executive Director.

**D. GENERAL PROVISIONS**

**1.) Notice of Cancellation**

The policies shall provide that the Consultant/Contractor's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to RCTA's Executive Director.

**2.) Acceptable Insurers**

All policies will be issued by insurers acceptable to RCTA (generally with a Best's Rating of A-10 or better).

**3.) Self-insurance**

Upon evidence of financial capacity satisfactory to RCTA and Consultant/Contractor's agreement to waive subrogation against RCTA respecting any and all claims that may arise, Consultant/Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

**4.) Failure to Maintain Insurance**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Consultant/Contractor's personnel and equipment have been removed from RCTA property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**5.) Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant/Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant/Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c. If insurance is terminated for any reason, Consultant/Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**6.) Deductibles and Retentions**

Consultant/Contractor shall be responsible for payment of any deductible or retention on Consultant/Contractor's policies without right of contribution from RCTA.

In the event that the policy of the Consultant/Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that RCTA seeks coverage under such policy as an additional insured, Consultant/Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant/Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant/Contractor or subcontractor is not a named defendant in the lawsuit.