CALIFORNIA
High-Speed Rail Authority

Request for Qualifications for

Burbank to Anaheim Corridor Environmental/Engineering Services

RFQ No.: HSR14-39

October 20, 2014

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1.0 Overview and General Information

The following list provides a general overview of information related to the subject of this Request for Qualifications (RFQ):

- The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Burbank to Anaheim Corridor Environmental/Engineering Services. The purpose of this RFQ is to award a contract to one (1) Offeror to provide Environmental/Engineering Services, including planning, preliminary engineering, alternatives development, financial and programming analysis, stakeholder coordination, environmental services and right-of-way preservation services for the Burbank to Anaheim Corridor.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, responsible Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
- The term of the contract resulting from this RFQ will be five (5) years.
- The estimated dollar value for this contract is $51 million.
- The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., based on the factors/criteria contained in Attachment B and Attachment C.
- Offerors will be required to exercise good faith efforts to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see **Form A and Cert. 2**).
- Negotiations shall be held with the top ranked Offeror.
- The RFQ will be available in electronic format only on the State's Contract Register at (www.bidsync.com) and on the Authority's website at (http://www.hsr.ca.gov/).
- All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by 4:00PM Pacific Time on October 31, 2014 for the benefit of all Offerors.

1.1 Definitions

Whenever used in this RFQ or any contract resulting from this RFQ, the following terms have the definitions indicated:

Authority – California High-Speed Rail Authority

Authority Board – California High-Speed Rail Authority Board of Directors

Business day – Monday through Friday, except for federal or State holidays, between the hours of8:00 a.m. and 5:00 p.m., Pacific Daylight Time or Pacific Standard Time, as applicable.

Consultant – Prime consultant and all Subconsultants.

Contract Manager – The Authority's Contract Manager assigned to manage the contract resulting from this RFQ.

Day – Calendar day

Disadvantaged Business Enterprise (DBE) – A small business concern that is at least 51 percent owned and whose management and daily business operations are controlled by "socially and economically disadvantaged individuals" (as that phrase is defined in 49 C.F.R. Part 26).

Disabled Veteran Business Enterprise (DVBE) – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States military, which has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies where the contracts in question are 100 percent state-funded.

Grant/Cooperative Agreements – Agreement numbers FR-HSR-009-10-01-05 and FR-HSR-0037-11-01-00, as amended, between the Authority and the Federal Railroad Administration providing terms for expenditure of federal funds provided for the Project.

Key Personnel – Those individuals identified in the Offeror's SOQ to fill the positions specified in Section 4.4.2.

Licensed Professional Engineer – An engineer that is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code Section 6700 *et seq.*).

Microbusiness (MB) – A for-profit small business concern with gross annual receipts of less than $3,500,000 or, if the small business is a manufacturer, with 25 or fewer employees. The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

Offeror – A Person that submits a Statement of Qualifications in response to this Request for Qualifications.

Offeror Team – Collectively, the Offeror and its members and Subcontractors or Subconsultants.

Open Government Laws – Collectively, the California Public Records Act (Government Code Sections 6250, et. seq.), the Bagley-Keene Open Meeting Act (Gov. Code Section 11120 et seq.), and the Freedom of Information Act (5 U.S.C. section 552, as amended by Public Law No. 104-231, 110 Stat. 3048) and other applicable State and Federal open records laws.

Person – Any individual, corporation, company, joint venture, partnership, trust, unincorporated organization, or governmental agency including the Authority.

Project – The environmental/engineering work for the Burbank to Anaheim Corridor.

Small Business (SB) – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in USDOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:

a. For USDOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65 (b). Certified SB firms participating in USDOT-assisted contracts are not required to have a principal office located in California. Both State and/or federal certified SB firms are eligible to be credited toward meeting the SB goal on a USDOT-assisted contract.

b. For 100 percent State-funded contracts, a Small Business is independently owned and operated, with its principal office located in California and with owners living in California, has grossed $14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California

Subcontractor or Subconsultant – Defined as follows:

a. Prior to award of the Burbank to Anaheim Corridor Environmental/Engineering Services contract, any Person with whom the Offeror proposes to enter into a subcontract for any part of the Work, or that will enter into a sub-subcontract for any part of the Work, at any tier; or

b. After award of the Burbank to Anaheim Corridor Environmental/Engineering Services contract, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.

Work – All tasks required under the contract resulting from this RFQ.

1.1.1 Acronyms

AA – Alternatives Analysis

ARRA – American Recovery and Reinvestment Act of 2009

ARTIC – Anaheim Regional Transportation Intermodal Center

B-A – Burbank to Anaheim

BNSF – Burlington Northern Santa Fe

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CEQA – California Environmental Quality Act of 1970

DBE – Disadvantaged Business Enterprise

DGS – California Department of General Services

DVBE – Disabled Veteran Business Enterprise

EIR – Environmental Impact Report

EIS – Environmental Impact Statement

FOIA – Freedom of Information Act

FRA – Federal Railroad Administration

HSR – High-Speed Rail

LAUS – Los Angeles Union Station

MB – Microbusiness

NEPA – National Environmental Policy Act of 1969

NTP – Notice to Proceed

PE – Professional Engineer

PMT – Program Management Team

PRA – Public Records Act

RFQ – Request for Qualifications

SBE – Small Business Enterprise

SOQ – Statement of Qualifications

USDOT – United States Department of Transportation

1.2 Authority's Designated Point of Contact

The Authority's Designated Point of Contact for communications concerning this RFQ shall be as follows:

Jonathan Fong
California High-Speed Rail Authority
770 L Street, Suite 620, MS3
Sacramento, CA 95814
Phone: 916-669-6604
Fax: (916) 322-0827
Email: jonathan.fong@hsr.ca.gov

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Board member, the Authority or the Authority's Program Management Team (PMT) staff other than Jonathan Fong. Failure to comply with this communication prohibition may result in disqualification.

1.3 Statement of Qualifications Submittal Information

Table 1: Key RFQ Dates:

Key Dates	Activity Description
10/20/14	Final RFQ advertised and issued to prospective respondents.
10/31/14	Last day to submit written questions
10/28/14 1:30pm – 3:00pm	Pre-bid conference location: Los Angeles County Metropolitan Transportation Authority One Gateway Plaza, 3rd Floor Board Room Los Angeles, CA 90012 The pre-bid conference is highly recommended.
12/05/14	SOQs due to Authority's offices by 4:00 PM Pacific Time.
12/18/14 – 12/23/14	Discussions/Interviews with Offerors held in Los Angeles, CA.
12/29/15	Notice of Selection
1/05/15 – 1/16/15	Negotiation with selected Offeror in Los Angeles
02/03/15	Authority Board consideration of contract award
02/17/15	Anticipated award

SOQs submitted in response to this RFQ shall include a total of one original and five (5) hard copies in separate 3-ring binders contained in sealed shipping packages, shipped to Sacramento and Los Angeles, as noted below. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 5 on their spines (1 through 3 to Sacramento and 4 and 5 to Los Angeles). Each Offeror shall include one electronic version of its SOQ in a searchable .pdf format on a CD or DVD. All copies of SOQs must be received no later than 4:00 PM, December 5, 2014, at both of the following addresses:

MAILED OR HAND-DELIVERED TO:

One original copy and three hard copies to:

Attention: Jonathan Fong
California High-Speed Rail Authority
770 L Street, Suite 620 MS3
Sacramento, CA 95814

Two hard copies and CD or DVD copy to:

Attention: Marianne Veach
California High-Speed Rail Authority
700 N Alameda Street, Room 3-539
Los Angeles, CA 90012

The following information must be placed on the lower left corner of the submittal shipping packages:

RFQ No.: RFQ No.: HSR14-39

California High-Speed Rail Authority
Burbank to Anaheim Corridor Environmental/Engineering Services Statement of Qualifications

Offeror: _____

1.3.1 Amendments to Request for Qualifications

The Authority reserves the right to amend the RFQ by addendum before the final date of SOQ submission.

1.3.2 Non-Commitment of Authority

This RFQ does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a SOQ in response to this request, or to procure or contract for services or supplies. The Authority reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Offeror, or to modify or cancel in part or in its entirety the RFQ if it is in the best interest of the Authority to do so.

1.3.3 Late Submittals:

In accordance with California Public Contract Code Section 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, e-mail and facsimile transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received any time after 4:00 PM on, December 5, 2014. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror.

1.3.4 Modification or Withdrawal of SOQs:

Any SOQ received may be withdrawn before the SOQ submittal date by written request to the Authority.

1.3.5 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for Burbank to Anaheim Corridor Environmental/Engineering Services shall belong exclusively to the State of California. All products used or developed in the execution of any contract resulting from this RFQ will be governed in accordance with the Data Rights provision in Exhibit E of Attachment A.

1.3.6 Improper Communications and Contacts

The following rules of contact shall apply during the procurement that began upon the date of issuance of this RFQ and will be completed with either the execution of the Burbank to Anaheim Corridor Environmental/Engineering Services contract or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, e-mail or any other formal written communication.

The specific rules of contact are as follows:

A. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ with the exception of Subcontractors that are shared between two or more Offeror Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings). Protocols established to ensure that Subcontractors do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.

B. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point of Contact (see Section 1.2) and Offeror's RFQ Manager.

C. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement or the California High-Speed Rail Program.

D. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ.

E. The Offerors shall not contact the entities listed below, including any employees, representatives, or members:

1. Federal Railroad Administration (FRA)
2. California State Transportation Agency (CalSTA)
3. California Department of Transportation (Caltrans)
4. California Department of General Services (DGS)
5. California High-Speed Rail Authority (except as provided in this RFQ)
6. Los Angeles Metropolitan Transportation Authority (Metro)
7. Orange County Transportation Authority (OCTA)
8. Southern California Regional Rail Authority (SCRRA)
9. City of Burbank
10. City of Los Angeles
11. City of Anaheim

F. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.

G. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

1.3.7 Submitting SOQs for multiple RFPs advertised by the Authority

Offerors are advised that they are permitted to submit SOQs on multiple Regional Consultant procurements, but must submit separate Statements of Qualification for each. In the event an offeror is shortlisted for multiple procurements it will have the options to (1) elect which procurement to pursue and withdraw from the other, or (2) pursue multiple procurements in which case at the offeror's interviews it will be expected to present a detailed description of its ability to allocate resources and its capacity to provide excellent service on multiple contracts.

2.0 Background

The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail Program (Program) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. Phase 1 service will connect San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The Program will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest

billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

The Authority intends to finance the Program with State and federal funding, including funds provided by the FRA and funding made available through the American Recovery and Reinvestment Act of 2009 (ARRA). The Authority will act as the FRA-designated recipient for federal transportation funds.

Only if sufficient funds are made available to the Authority by the U.S. Government or the California State Legislature for the purpose of this program is a contract valid and enforceable. Prior to execution or commencement of any contract resulting from this RFQ, if sufficient funds are not made available for the current year and/or any subsequent years covered under a contract resulting from this RFQ, then that contract shall be of no further force and effect. In addition, a contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this contract in any manner.

After execution or commencement of any contract resulting from this RFQ, if Congress or the State Legislature does not appropriate sufficient funds for the Program, the Authority shall have the option to either:

1. Cancel the contract with no further liability occurring to the Authority; or

2. Amend the contract and reduce the scope of work to reflect any reduction in funds.

Offerors acknowledge that any services or work performed will need to be consistent and/or compliant with the conditions set within the following:

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012): http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf.

- California High-Speed Rail Program 2014 Business Plan (2014): http://www.hsr.ca.gov/About/Business_Plans/2014_Business_Plan.html.

- USDOT FRA Grant/Cooperative Agreement FR-HSR-009-10-01 (and subsequent amendments: http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/FR-HSR-00009-10-01-15.pdf.

3.0 Description of Work

In June 2014, Authority staff presented to the Board an updated strategy to environmentally clear the Palmdale to Los Angeles Section of the Program. This strategy calls for the preparation of two environmental documents, each with stations at each end, specifically one document to clear the Palmdale to San Fernando Valley (Burbank Airport) section and a

separate document to clear the San Fernando Valley (Burbank Airport) to Los Angeles Union Station (LAUS) section. The Authority concluded that preparing two documents would accelerate delivery of the high-speed rail system in Southern California by focusing on geographic, community similarities, and the inherent complexities and associated timeline involved in the LAUS master planning in separate documents.

Subsequently, the Authority determined that due to active projects sponsored by Metro (LAUS Master Plan and the Southern California Regional Interconnector Project) it would be beneficial to have one team to coordinate the work/studies that are centralized around LAUS due to the complexity of the work. As such, the Authority has combined the Burbank to Los Angeles section and the Los Angeles to Anaheim section, which is now referred to as the Burbank to Anaheim (B-A) Corridor.

This RFQ solicits SOQs for the B-A Corridor Environmental/Engineering Services for planning, preliminary engineering, alternatives development, financial and programming analysis, stakeholder coordination, environmental services and right-of-way preservation services throughout the corridor. The focus of this scope of work will be on the selected corridor as part of the Authority's and FRA's certified programmatic California High-Speed Rail Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and the FRA's Record of Decision (both November 2005).

The B-A Corridor requires two environmental documents.

a. Burbank to Los Angeles

b. Los Angeles to Anaheim

The successful Offeror will be responsible for completing the planning, preliminary engineering, and NEPA/CEQA work for both documents.

3.1 Location of Work

The B-A Corridor is part of Phase 1 of the Program. This corridor is approximately 50 miles between the proposed Burbank Airport station to the north and the Anaheim Regional Transportation Intermodal Center (ARTIC) to the south. The length will vary depending on which alternative is ultimately selected. Although the limits of the Work cover from Burbank Airport to ARTIC in Anaheim, two environmental documents would be prepared with one from the Burbank Airport Station to LAUS and one from LAUS to ARTIC.

The B-A Corridor is located in an urban area. The corridor footprint primarily consists of railroad right-of-way, which includes two or more shared passenger/freight tracks located in a corridor between 60-100 feet wide. Additional right-of-way would be required to accommodate stations, a potential storage and light servicing maintenance facility and traction power substations along the alignment.

3.2 Alignments Being Studied

The potential alignments currently under study for the B-A Corridor are shown in Figure 1 and described in this section. Planning activities are underway on these alignments and may result in refinements to the alternatives. The selected Offeror may be required to revise the work underway and complete additional alternative refinement work.

3.2.1 Burbank to Los Angeles Union Station

This section of the corridor travels south of Burbank along the existing Metro right-of-way. The right-of-way has existing tracks that are currently used by Metrolink and freight service, and south of Burbank Junction, Amtrak service, as well. The right-of-way is owned by Metro. The Authority, in conjunction with the owner and other service providers in the corridor, is evaluating the location of HSR tracks on both the east and west side of the existing tracks.
Key considerations along this 15 mile portion of the alignment include addressing issues associated with, but not limited to:

- The Los Angeles River and coordination with the Los Angeles River Revitalization Plan
- The Sotomayer Learning Center
- The Rio de Los Angeles State Historic Park and the Cornfields State Park
- The proximity of San Fernando Road to the rail corridor
- The Lincoln Heights Jail
- The Empire Grade Separation Project and I-5 Improvements
- The Riverside Drive Bridge Replacement Project
- The Doran Street Grade Separation Project
- The Metrolink CMF Yard
- Oil and communications lines located within the existing rail right-of-way
- Existing freight spur tracks
- Burbank Junction
- The current HSR approach options to Los Angeles Union Station
- The Southern California Regional Interconnector Project (SCRIP)
- The Los Angeles Union Station Master Plan

3.2.2 Los Angeles Union Station to Anaheim

The northernmost portion of the corridor (approximately 3.4 miles long) runs along the west bank of the Los Angeles River in the City of Los Angeles. This is a key connection into LAUS for Amtrak and Metrolink, but does not carry significant freight rail traffic. Key considerations include effects of adjacent rail yards, the Los Angeles River, and the ability to accommodate passenger trains heading into and out of the congested approach to LAUS.

The HSR tracks would travel over the Los Angeles River on a bridge near the existing Redondo Junction Bridge and continue along BNSF's San Bernardino Subdivision, one of the busiest freight rail corridors in the country. Key considerations along this 22.1 mile subsection include separating HSR from freight trains and minimizing impacts to adjacent residential, commercial and industrial properties.

The southernmost portion of the corridor runs for approximately five miles through the cities of Fullerton and Anaheim, terminating at the ARTIC, and is owned by the Orange County Transportation Authority (OCTA). Similar to the portion of the corridor along the Los Angeles River, there is limited freight rail service. Key considerations include accommodating connections into ARTIC and minimizing impacts to adjacent residential, commercial and industrial properties.

Figure 1: High-Speed Rail Delivery Map

SUBJECT TO CHANGE - DRAFT OCTOBER 2014

3.3 Previous Work

3.3.1 Burbank to LAUS

Since 2005, Work elements that have been initiated and/or completed for the Palmdale to Los Angeles Section, as part of a previous contract, include:

a. Scoping Report (completed)

b. Purpose and Need Document (on-going)

c. Preliminary Engineering (on-going)

d. Environmental Technical Studies (on-going)

e. Planning/Supplemental Alternatives Analysis (on-going)

f. Public Outreach Activities/Agency Coordination (on-going)

3.3.2 LAUS to Anaheim

Since 2006, Work elements that have been initiated and/or completed for the Los Angeles to Anaheim section, as part of a previous contract, include:

a. Scoping Report (completed)

b. Purpose and Need Document (completed)

c. Preliminary Engineering (on-going)

d. Planning/Supplemental Alternatives Analysis (on-going)

f. Public Outreach Activities/Agency Coordination (on-going)

Other elements of Work may have been initiated but not yet completed. The successful Offeror will be responsible for ensuring that Work performed under a contract resulting from this solicitation is consistent with, and builds upon any previously approved work. To accomplish this, Offerors should review all previously approved work. Completed work mentioned above can be found on the Authority's website for review:

http://www.hsr.ca.gov/Programs/Statewide_Rail_Modernization/project_sections/index.html

Work not yet completed will be provided to the successful Offeror for review prior to commencement of any Work.

3.4 Overview of Work Activities

Work activities anticipated under a contract resulting from this RFQ include the planning, engineering, environmental studies and stakeholder coordination required to support the Authority by:

a. Finalizing required planning documentation (a Supplemental Alternatives Analysis or other).

b. Completing the project-level EIR/EIS (one for each environmental section).

c. Completing 15 percent conceptual engineering with an option for completing preliminary engineering for procurement documents for design-build or other contract documents.

e. Supporting stakeholder and agency coordination consistent with the Authority's goals.

f. Performing activities required to support the advancement of regional "Bookend" projects.

g. Supporting the Authority on an as needed basis in station and station area planning, sustainability, private investment opportunities, phasing and implementation planning.

The successful Offeror will be responsible for completing all relevant project documentation for Burbank to LAUS and LAUS to Anaheim (Project-level EIR/EIS). This documentation should be clear, and concise. Project-level considerations will include analyses of the HSR system and facilities, station development, power transmission, and connections with other modes of transportation for Burbank to LAUS and LAUS to ARTIC separately. This effort will include the involvement of the public, interested stakeholder groups and local, state and federal governmental agencies with approval or permitting responsibilities. The selected Offeror will be required to develop a work program to prepare environmental studies and analyses that will be used to satisfy both the State and federal requirements. The Authority will be the lead State agency and FRA will be the lead federal agency. The Surface Transportation Board (STB) will serve as a cooperating federal agency.

The Offeror's management and technical expertise must be sufficient to satisfy the Authority's fiduciary and public responsibilities. The Offeror must demonstrate extensive knowledge and direct experience with planning, conceptual engineering, alternative analyses, stakeholder coordination, and the environmental processes as described in NEPA and CEQA.

The Offeror must have the necessary experience in:

a. All relevant areas of environmental analysis

b. High-speed rail and commuter rail infrastructure design, including grade separations

c. Civil engineering in the State of California

d. High-speed rail and commuter rail capital and operational cost estimating

e. Programming, phasing and implementation planning

f. Financial analysis

g. Freight and passenger rail, and transit operations in California

h. Agency coordination in Southern California

i. Land use planning and regulation

j. Travel market analysis

k. Right-of-way preservation

l. Public involvement and outreach programs

See Attachment A for the full scope of work.

The successful Offeror will work closely with the Authority and its representatives and complete all Work consistent with the Authority's overall schedule for the B-A Corridor that includes two environmental sections as described in Section 3.2. A separate Annual Work Program (AWP) and separate monthly progress reports and monthly invoices distinguishing the costs for each environmental section are required. A template will be provided by the Authority.

Required regular meetings will take place in the Authority's Southern California office in Los Angeles.

4.0 Statement of Qualifications Requirements

The following summarizes the content and organization of the SOQs. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ, and/or require additional evidence of qualifications to perform the Work described in this RFQ.

4.1 General Requirements

The SOQ shall be completed in ink or typewritten; and shall be manually signed. Scanned or faxed responses are not acceptable.

The SOQ shall comply with the following requirements:

- Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
- Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 10, Page 2 of 10, etc.).
- The SOQ shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes as required by Section 4.4.2.3, and the Forms and Certifications.
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A and B and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
- The SOQ shall be divided into sections as described below:
  - A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
  - The index tab should have the appropriate section number typed thereon.

- Sections in the SOQ should be presented in the same order as they appear in this RFQ.

- At a minimum, the items described in Sections 2.0 through 4.0 shall be addressed.

4.2 Transmittal Letter

The SOQ shall be transmitted with a letter that must be signed by an official authorized to bind the Offeror contractually and shall contain a statement that indicates the SOQ is complete and accurate. The transmittal letter shall include the name and contact information of the Offeror's RFQ Manager. The transmittal letter shall also provide the names, titles, addresses, telephone numbers, and email addresses of individuals authorized to negotiate and contractually bind the Offeror. All Forms and Certifications shall be manually signed and included as attachments in the transmittal letter section. Neither the transmittal letter nor the Forms and Certifications will be included in the page count.

4.3 Executive Summary

Offerors may include an Executive Summary, preferably not exceeding three pages, stating key points of their SOQ which they believe highlight their qualifications to provide Environmental/Engineering Services for the B-A Corridor. As such, the Executive Summary may emphasize the Offeror's strengths as fully described in the balance of the SOQ, however Offerors should be aware that the Executive Summary will not be separately evaluated and it will count against the page limitation.

4.4 Contents of the SOQ

Using the following criteria as a minimum, state why your firm believes it is qualified to provide the services requested in this RFQ.

4.4.1 Past Performance and Experience

The Authority seeks to contract with an Environmental/Engineering Services team with a proven track record of successfully providing environmental/engineering services on similar projects. The Offeror must demonstrate extensive knowledge and direct experience with planning, conceptual engineering, alternative analyses, stakeholder coordination, and the environmental processes as described in NEPA and CEQA. Offeror should demonstrate experience in delivering clear, concise and readable project documentation and discuss how this will be achieved. Offer's Outreach lead firm should demonstrate experience effectively communicating with the public. Offeror should describe how its past projects provide the experience identified as preferred in this RFQ and provide examples of any cost saving methods successfully used on past assignments.

4.4.1.1 References

Provide names, addresses and telephone numbers for at least three clients for whom the Offeror (i.e. the prime Offeror submitting an SOQ, the joint venture submitting an SOQ, or each

individual member of the joint venture) has provided environmental/engineering services. References shall be for:

- If a single entity is the prime Offeror submitting the SOQ, the references shall be submitted for the prime.
- If the SOQ is submitting by a joint venture that has worked together in the past, the references shall be for the joint venture as a whole.
- If the SOQ is submitted by a joint venture that has not worked together in the past, references shall be included for each individual member of the joint venture.

For each assignment identified, provide the following information:

- The name of the owner;
- The title of the project or assignment;
- Current contact phone numbers and e-mail addresses for the owner;
- The scope of the assignment;
- The name of each proposed Offeror team member that worked on the project;
- The date of service of the assignment;
- A summary statement for each assignment; and
- Examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

4.4.2 Environmental/Engineering Services Team

The Authority seeks Offerors that not only have the technical capability to successfully provide environmental/engineering services for the Burbank to Anaheim Corridor, including planning, preliminary engineering, alternatives development, financial and programming analysis, stakeholder coordination, environmental services and right-of-way preservation services, and with experienced personnel in key roles.

4.4.2.1 Organization and Management Approach

The Offeror's organization and management approach will be evaluated on the extent to which it includes and describes all pertinent disciplines required to successfully complete the Work. Offerors shall provide sufficient information to enable the Authority to understand and evaluate the Offeror's organization and management approach. At a minimum, Offeror shall provide a narrative that includes the following information related to the team's organization and management.

Describe the composition of the Environmental/Engineering Services team, and how activities are assigned. Discuss how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization and management plan evolve over the life of the project and integrate with Authority staff.

- A brief description of the composition of the Environmental/Engineering Services team and how activities would be assigned.
- An organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization would evolve over the life of the project and how it integrates with Authority staff.
- Discuss in general the expected Work elements based on the activities as described in Section 3.0 the RFQ. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these.

4.4.2.2 Staffing Plan

Offeror's Key Personnel and staffing plan will be evaluated on the extent to which the qualifications and experience of each individual listed demonstrates that the Work can be effectively completed. All known Subcontractors shall also be identified in Form A.

Provide a basic time-phased staffing plan showing all positions needed to accomplish the various types of assignments for the duration of the contract. Indicate the level of participation for each position by giving the percentage of hours budgeted over calendar time. The prime Consultant and key Subconsultants will be based in the Southern California area within a reasonable commuting distance of the Authority's office. The staffing plan will be updated and approved annually (or semi-annually if needed) to determine the staffing required for the next financial year.

4.4.2.3 Key Personnel and Roles

There shall be no change in the Key Personnel without prior written approval by the Authority. All Key Personnel shall submit a signed statement indicating that they understand the project office will be located in Southern California within a reasonable commuting distance of the Authority's office and are willing to work full time at that location as determined by the work schedule. Subcontractors' key personnel shall be identified in the same manner.

Provide resumes for key personnel positions identified in the Organization and Management Plan, including Subcontractors' key personnel. Resumes shall be limited to three pages and should be keyed to the respective positions on the organization chart and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of

employment history including dates and title at each firm. Discuss how key personnel are qualified for the positions to which they are assigned.

All known Subcontractors shall also be identified on Form A. Provide a list of individuals that will fill the following Key Personnel positions:

a. **Project Manager** – This individual will be responsible for the day-to-day activities of the Offeror team and liaison with the Authority's representative. At least 15 years of experience managing environmental/engineering projects is preferred.

b. **Design Manager** – This individual will be responsible for all elements of preliminary design including integration of all design disciplines. At least 10 years of recent experience in managing the preliminary design of major transportation infrastructure projects in coordination with the development of environmental documentation is preferred. This individual is required to be a Professional Engineer licensed in the State of California now or by the time the contract is executed.

c. **Environmental Manager** – This individual will be responsible for the overall CEQA/NEPA analysis and documentation. At least 12 years of recent experience working on all aspects of CEQA/NEPA documentation is preferred.

d. **Planning Manager** – This individual will be responsible for the overall development planning for the corridor. At least 12 years of recent experience in land use planning and regulation is preferred.

4.4.3 Understanding of the Project Elements and Work

The Authority wishes to contract with an Environmental/Engineering Services team with a strong understanding of the Project and the requirements for successful management of the Work. A detailed discussion of the understanding of the Work elements, requirements, and how the Environmental/Engineering Services function adds value and works toward the goal of achieving optimal efficiency and delivering a high quality Program for the Authority.

Information provided in this section will be used to evaluate the Offeror's demonstrated knowledge and understanding of the Work required including, knowledge of high-speed rail and commuter rail infrastructure design and environmental processes. It is important that the Work is consistent with the Authority's existing studies, plans, and other documents that have been previously prepared and approved.

Provide a narrative that demonstrates a clear understanding of the activities required to complete the Work described in this RFQ. Discuss in general the expected Work elements based on the tasks described in Section 3.0. At a minimum, the narrative should communicate a clear approach to the Work, outlining process, coordination and management to be employed to ensure successful implementation of the Offeror's approach and a discussion of Offeror's approach to the Work in relation to the previously completed and in-progress environmental/engineering work. Innovative approaches and internal measures for timely

completion of the Work will be evaluated favorably. Offeror's should propose potential strategies and/or incentives to encourage early/successful delivery of work.

4.4.4 Small Business Participation

For this solicitation the Authority has established a **30 percent** Small Business Enterprise (SBE) goal. Offeror should refer to the Authority's Revised Small and Disadvantaged Business Enterprise Program, August 20, 2012, and to Section 6.4 of this RFQ.

SOQs will be evaluated for compliance with the SB/DBE program in meeting the goal commitment of 30 percent and Offeror's approach to ensuring this goal is met during performance of the contract. This 30 percent SB goal is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a 3 percent Disabled Veterans Business Enterprise (DVBE) goal.

In this section, list the name of each SBE/DBE/DVBE Subcontractor Offeror will use during the course of the Work, the services each will provide, and the percentage of the Work each is anticipated to perform.

Describe Offeror's approach and processes to be employed during the performance of the contract to ensure that the goals of the Authority's Revised Small Business Enterprise Program for Professional Services Contracts are met. It is expected that the approach and processes identified will be incorporated into the Offeror's Small Business Performance Plan which will be a contract deliverable.

In addition, SOQs will be evaluated for their support of the State's disadvantaged business enterprise programs, as described below and further detailed in Attachment B.

4.5 Organizational Conflicts of Interest

The Authority has adopted an Organizational Conflicts of Interest Policy (the "Policy") that will apply to this procurement and the resulting contract, in addition to the Authority's Conflict of Interest Code and other applicable requirements. The Policy can be found on the Authority's website at

http://www.hsr.ca.gov/docs/about/doing_business/Organizational_Conflict_Interest_Policy_Final9152011.pdf

Offerors are advised to carefully review the Policy, and to have their team members review the Policy, since it includes provisions that:

1. Preclude certain firms from participation in this procurement; and
2. Affect the ability of the Offeror, its Subcontractors and their Affiliates (as defined in the Policy) to enter into business relationships with Authority consultants.

Failure to comply with the Policy in any respect, including the failure to disclose any actual, perceived or potential organizational conflict of interest, may result in serious consequences as described in Section V(2) of the Policy.

An organizational conflict of interest is a circumstance arising out of an Offeror's existing or past activities, business or financial interest, familiar relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in: (i) impairment or potential impairments of an Offeror's ability to render impartial assistance or advice to the Authority of its objectivity in performing work for the Authority; (ii) an unfair competitive advantage for any Offeror submitting an SOQ on an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts, or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate). If any such conflict of interest is found to exist, the Authority may:

1. Disqualify the Offeror, or
2. Determine that it is otherwise in the best interest of the Authority to contract with such Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

Each Offeror shall fully disclose organizational conflicts of interest in its SOQ, using Form B. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If nondisclosure or misrepresentation is discovered after award of the contract through this procurement process, the resulting contract may be terminated.

By submitting its SOQ, each Offeror agrees that, if an organizational conflict of interest is discovered following submittal of the SOQ, the Offeror will make an immediate and full written disclosure to the Authority that includes a description of the action that the Offeror has taken or proposes to take to avoid or mitigate such conflicts.

4.6 Confidentiality

All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Authority during this procurement process, including as part of a response to this RFQ are, upon their receipt by the Authority, the property of the Authority and are subject to the Open Government Laws. None of the aforementioned materials will be returned to the submitting parties. Any materials that are delivered to FRA are subject to the Freedom of Information Act (FOIA) or other federal open records laws. Offerors should familiarize themselves with the Open Government Laws, including the Public Records Act (PRA) and FOIA. In no event shall the State, the Authority, FRA or any of their agents, representatives, consultants, directors, officers or employees be liable to an Offeror or Offeror team member for the disclosure of all or a portion of an SOQ submitted in response to this RFQ or other information provided in connection with this procurement.

If an Offeror has special concerns about information that it desires to make available to the Authority but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Offeror should specifically and conspicuously designate that information as “TRADE SECRET” or “CONFIDENTIAL” in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. Under no circumstances, however, will the Authority be responsible or liable to the Offeror or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants.

The Authority will not advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the PRA, FOIA, USDOT FOIA regulations (49 C.F.R. 7.17) or other applicable laws and implementing regulations, as to the interpretation of the PRA or FOIA, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the PRA, FOIA and other applicable laws and their application to the submitting party's own circumstances. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Authority’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse the Authority for any expenses it incurs in connection with any such litigation.

5.0 Evaluation and Negotiation

The following summarizes the Statement of Qualifications Review, Evaluation, and Negotiation processes.

5.1 Statement of Qualifications Review

The Authority Evaluation/Selection Committee shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 4.0 above and Attachment B. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ.

The Authority may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a SOQ. Waiver of an immaterial deviation shall in no way modify the SOQ documents or excuse the Offeror from full compliance with the contract requirements if the Offeror is awarded the contract.

5.2 Statement of Qualifications and Discussions/Interviews Evaluation

The Authority Evaluation/Selection Committee will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 4.4 above and in Attachment B.

Following the evaluation of SOQs, the Authority will hold Discussions/Interviews with selected Offerors. Discussions/Interviews with the Evaluation/Selection Committee will be held with no fewer than the top three rated Offerors. Discussions/Interviews will be separately evaluated based on criteria described in Attachment C.

If Offeror is interviewed for multiple RFQs then Offeror must establish its ability to allocate resources and its capacity to provide excellent service on all contracts.

5.3 Contract Negotiation Process

At the conclusion of the SOQ review and Discussions/Interviews, the Evaluation/Selection Committee will recommend the top ranking Offeror for award of the contract. The Authority will enter into negotiations with the Offeror ranked “1” for the scope of the contract. If negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Offeror and enter into negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Authority shall recommend an Offeror for contract award to the Board for approval.

Upon approval by the Authority Board, the Authority will be authorized to award and execute the contract to the selected Offeror.

5.4 Debriefing

After the Notice of Proposed Award is posted, each unsuccessful Offeror may request a debriefing with the Authority’s Office of Contracts and Procurement. The meeting shall be requested within five (5) business days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for unsuccessful Offerors to learn why their particular SOQs was not successful and may provide insight to improving SOQ preparation for future solicitations. Debriefings will be held with all Offerors who timely requested a meeting as described in this section.

6.0 Additional Requirements Related to the Contract for Burbank to Anaheim Environmental/Engineering Services

The following contract provisions will be applicable upon execution of this contract.

6.1 Licensing Requirements

The Consultant shall be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of the award. The

SOQ must include information regarding California professional licenses held by the Offeror's key personnel. At least one key person responsible for direction and control of the Burbank to Anaheim Environmental/Engineering Services shall be a California registered Professional Engineer now or by the time the contract is executed.

6.2 Insurance

Without limiting the Consultant's indemnification of the Authority, and prior to commencement of Work, the Consultant shall obtain, provide and maintain at its own expense during the term of this contract, policies of insurance of the type and amounts described in Attachment A and in a form satisfactory to the Authority.

6.3 Recycling Certification

The Consultant shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code Section 12200. This certification shall be made based on material, goods, or supplies offered or products used in the performance of the contract for Burbank to Anaheim Corridor Environmental/Engineering Services, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code Section 12200. Consultant may certify that the product contains zero recycled content. (Public Contract Code Sections 10233, 10308.5, and 10354.) The Consultant shall also comply with all applicable requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

6.4 Small and Disadvantaged Business Enterprises

The Authority encourages the Consultant to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain USDOT agencies in 49 C.F.R. Part 26) in carrying out the Burbank to Anaheim Corridor Environmental/Engineering Services.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Burbank to Anaheim Corridor Environmental/Engineering Services Work. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this FRA USDOT-assisted contract. Failure by the Consultant to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate. Each subcontract the Consultant signs with a Subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

The Consultant shall comply with the Authority's Small and Disadvantaged Business Enterprise Program, which establishes an overall **30 percent** goal for small business utilization in the Authority's contracting and procurement program. The Consultant shall also comply with 41

C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246, and Title VI of the Civil Rights Act of 1964 and related statutes.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SBE utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SBE Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Small and Disadvantaged Business Enterprise Program on the Authority's Small Business resource web page:

http://www.cahighspeedrail.ca.gov/sb-resources.aspx.

6.5 Federal Requirements

The project is financed in part with federal assistance provided by FRA and therefore federal laws, regulations, policies, and related administrative procedures apply. The Consultant will be required to comply with all applicable federal laws, regulations, policies, and related administrative practices. The most recent of such federal laws, regulations, policies and related administrative practices at the time will govern the contract for Burbank to Anaheim Environmental/Engineering Services, unless FRA issues a written determination otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date the selected Consultant and the Authority execute the contract, but may apply to the contract for Burbank to Anaheim Environmental/Engineering Services.

Offeror shall refer to Exhibit F of Attachment A for federal requirements contained in the Grant/Cooperative Agreement between FRA and the Authority, which are applicable to the Offeror.

7.0 Protest Procedures

7.1 Applicability

This section sets forth the exclusive protest remedies available with respect to this RFQ and prescribes the exclusive procedures for protests regarding:

A. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed the Authority's authority;

B. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all pass/fail requirements; and

C. Shortlisting determinations.

7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(A) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written

request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point of Contact provided in Section 1.2. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

7.3 Deadlines for Protests

Protests concerning the issues described in Section 7.1(A) must be filed as soon as the basis for the protest is known, but no later than 10 days prior to the SOQ Due Date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than 5 business days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 7.1(A) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 7.1(A-B).

Protests concerning the issues described in Section 7.1(B) must be filed no later than five business days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(C) must be filed no later than five business days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.

7.4.1 Content of Protest

Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

7.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy of the Authority's Designated Point of Contact identified in Section 1.2, as soon as the basis for the protest is known to the Offeror. Except for protests concerning the issues described under Section 7.1(A), the Offeror filing the protest shall concurrently file a copy of the protest with the other Offerors (whose addresses may be obtained from Authority's website). The Protest Official for this RFQ is:

Zoe Bayar
California High-Speed Rail Authority
770 L Street, Suite 620 MS2
Sacramento, CA 95814

7.6 Comments from other Offerors

Other Offerors may file statements in support of or in opposition to the protest within seven days of the filing of the protest. The Authority shall promptly forward copies of all such statements to the protestor. Any factual declarations shall be sworn and submitted under penalty of perjury.

7.7 Burden of Proof

The protestor shall have the burden of proving its protest. The Authority may discuss, in its sole discretion, the protest with the protestor and other Offerors. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

7.8 Decision on Protest

The Protest Official shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. The decision shall be final and conclusive and not subject to legal challenge unless wholly arbitrary. If necessary to address the issues raised in a protest, in its sole discretion, the Authority may make appropriate revisions to this RFQ by issuing addenda.

7.9 Limitation on the Authority's Liability

The Authority shall not be liable for any damages to or costs incurred by any participant in a protest, on any basis, express or implied, and whether or not successful.

Attachment A: Sample Contract

Exhibit A: Scope of Work

1.0 BACKGROUND, GOALS AND PURPOSE

1.1 The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail Program will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The high-speed rail system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.

1.2 To facilitate the construction of the high-speed rail system, the Authority requires Consultant to perform work as described in Section 2.0 of this Exhibit.

1.3 All inquiries during the term of this contract will be directed to the project representatives identified below:

AUTHORITY	**CONSULTANT**
Contract Manager: Michelle Boehm	Project Manager:
Address: 700 N Alameda, Room 3-352 Los Angeles, CA 90012	Address:
Phone: 213-308-4507	Phone:
Fax:	Fax:
e-mail: michelle.boehm@hsr.ca.gov	e-mail:

2.0 SCOPE OF WORK

2.1 The Consultant will be performing “Preliminary Engineering and Project-Specific Environmental Work under this agreement as generally described in this section, which is made a part hereof, and as made more specific by the Annual Work Programs that are to be prepared by the Consultant subject to refinement in consultation with Authority staff, and are to be effective upon acceptance of the Authority’s Contract Manager. The Consultant is responsible for developing engineering, planning and environmental data; for preparing one or more project-specific Environmental Impact Report/Environmental Impact Statement (EIR/EIS) document(s) for the Program in the Burbank to Anaheim Corridor; and for providing the described right-of-way preservation services in the corridor, as requested by the Authority. The project-level EIR/EIS document(s) will include engineering and environmental impact analyses of the high-speed rail (HSR) line and facilities, including station development and connections with other modes of transportation. The EIR/EIS process(es) will include the involvement of the public, interested groups, and appropriate local, state and federal agencies, as determined in consultation with Authority staff.

The services shall be performed in the Burbank to Anaheim region of the State of California with a project office located within the Southern California region. Meetings with the Authority shall take place primarily at the Authority's Southern California office.

The focus of this work will be on the selected corridor as part of the Authority's and Federal Railroad Administration's (FRA) certified statewide California High-Speed Rail Program EIR/EIS and the FRA's Record of Decision (both November 2005). The Consultant must develop a work program to prepare environmental studies and analyses that will be used to satisfy both the state and federal requirements. The Authority will be the lead state agency and the FRA will be the lead federal agency. The State Transportation Board will serve as a cooperating federal agency.

The public involvement program is part of this contract and will be part of the EIR/EIS process(es) focusing on identification of issues and concerns. Key responsibilities of the Consultant include implementing a regional public and agency involvement process to assist in identifying issues and concerns in the study area. Work on the Los Angeles to Anaheim project section has been organized into the following tasks.

2.2 Task 1 – Project Management Plan

The Work Plan shall identify key personnel, coordination of Work activities and Subconsultants and an integrated approach to managing the Work effort to control schedule, budget and quality.

The Consultant shall prepare a schedule for completion of each Work task, deliverables, key meetings and major milestones. The Project Management Plan must also ensure that the Work is being undertaken in a technically correct manner that is acceptable to the Authority and FRA, as well as other federal, state, regional and local agencies. The schedule should allow sufficient time for necessary reviews and approvals and circulation periods. The Consultant will be responsible for delivering a legally sufficient environmental document and ensuring that the progress of the Work is properly reported and documented. Project Management activities include:

a) Preparation of monthly progress reports and schedules

b) Budget management

c) Coordination with the Authority and its representatives

d) Project Management Plan

e) Work Plan for activities

f) Quality Assurance/Quality Control Plan

g) Risk Management

h) Value Engineering Analysis

i) Document control and SharePoint site maintenance

2.3 Task 2 – Public Participation Program

The Consultant will support the Authority's overall outreach program for the Burbank to Anaheim Corridor and will develop and implement:

- The activities required to satisfy CEQA/NEPA requirements for public engagement and hearings during the environmental documentation process.
- A public involvement program focused on identifying regional and local issues and concerns of the potential impacts of Program and for proposing necessary mitigation measures that supports the Authority's efforts.

The Consultant will identify specific methods to be used to encourage participation, group facilitation, and dispute resolution, as well as encourage as much interaction with the communities as possible. This includes support for meetings, presentations, and hearings and establishing an overall schedule for key events relating to major milestones and decision-making points in the process. The Consultant may participate in selected Authority Board meetings; and may organize technical advisory committee and community meetings and public meetings/workshops/hearings – including all forums required as part of the EIR/EIS process(s). The Consultant will support the preparation of public hearing/meeting packets, presentations and display materials. The Consultant will be responsible for the appropriate documentation of all meetings and forums and preparing a Final Report(s) summarizing the activities and results of the Public Participation Program.

The Consultant will support the upkeep of all stakeholder and agency databases needed to support the work and the EIR/EIS process(s). The Consultant will also support setting up and securing meeting sites and all equipment needed for meetings and advertising for meetings. The Consultant may work with other agencies and organizations to get their assistance in helping to publicize meetings.

The Consultant will support development of information and electronic documents to put on the Authority and FRA's websites, including a "Most Commonly Asked Questions" Document.

A key to the success of the Consultant will be its ability to work effectively with the communities within the study region, affected agencies and interested parties (including agencies, counties, cities, businesses, residents, and freight railroads) and organizations.

2.4 Task 3 – Project Definition

The Consultant shall review existing studies, plans and other documents that have been prepared and summarize as appropriate. It is important that the work is consistent with and builds upon the Authority's previous work, and includes the mitigation and design practices included in the Authority's approval of the Program, and that work efforts are not duplicated. The Authority's certified statewide Program EIR/EIS and the technical reports that support this document, as well as the Authority's business plan and the technical studies that support this document are all available on the Authority's website. The Consultant will not be responsible for developing HSR ridership and revenue forecasts, but will use the work of others as appropriate to carry out the Work.

Based on the review of existing studies, supplemental AA reports, and other documents, and under the direction of the Authority in consultation with FRA, the Consultant will collect any additional data needed to undertake the work. Information requirements may include:

a) Demographic and land use data and plans
b) Existing and future transit systems
c) Roadway network
d) Freight railroad track charts
e) Existing and future travel patterns
f) Base maps
g) Aerial photos
h) Other relevant information

The Project Definition will include a thorough alignment description of the HSR design options to be investigated in the project EIR/EIS process(s).

Additional services may include, but not be limited to, the following (as directed by the Authority):

1. Investigate and analyze section funding opportunities.

2. Finalize a revised supplemental AA report

2. Develop recommendations for section phasing and implementation.

3. Support the Authority as needed for alternative project procurement.

2.5 Task 4 – Preliminary Engineering

The Consultant is responsible for developing HSR design concepts at a sufficient level of detail to develop accurate capital cost estimates, right-of-way requirements, construction staging, and traffic and environmental impacts to satisfy CEQA/NEPA requirements. The design concepts will include:

a) Plan and Profile drawings of the alignment
b) Typical sections
c) Special structures and structural modifications
d) Electric Traction Facilities and Catenary
e) Right-of-way requirements
f) Construction Needs and Methods
g) Landscaping and amenities
h) Station layouts (including pedestrian, bicycle, auto access and parking)
i) Renderings of proposed stations
j) Locations and functional layouts of support facilities (maintenance, storage, substations, etc.)
k) Utility relocation needs
l) Bridge reconstructions
m) Analysis of freight demands for the corridor

n) Impacts of proposed freight operations

The Consultant will develop preliminary engineering design drawings for CEQA/NEPA documentation at a 15 percent engineering level sufficient for environmental clearance of the HSR alignments, stations and station sites, grade crossings, maintenance facilities, signal and electric power facilities, and bridges or other structures.

Prepare a geotechnical investigation plan and perform geotechnical investigations in support of the EIR/EIS.

The Consultant will develop HSR quantities, documenting all project components in the format prescribed by the Authority. Cost estimates will be prepared by others.

Preliminary Engineering for Procurement (PE4P)

If requested by the Authority to support Preliminary Engineering for Procurement Consultant will perform the following:

a) Consultant will review, update and prepare preliminary engineering design sufficiently detailed for the HSR alignments, stations and station sites, grade crossings, maintenance facilities, signal and electric power facilities, emergency/maintenance access roads, retaining walls, tunnels and bridges or other structures to prepare a design-build procurement package.

b) Review and update the geotechnical baseline investigations as necessary and develop a preliminary baseline geotechnical report in support of the procurement process.

c) Update quantities documenting all HSR components.

d) Develop a staged construction plan for the project. This plan will identify operable project segments or elements of the HSR infrastructure (such as grade separations) that could be constructed early and bring near term project benefits to existing rail freight and conventional passenger rail services.

2.6 Task 5 – Environmental Impact Analysis

This task requires the Consultant to conduct any technical work necessary to evaluate and assess impacts of the HSR Alternatives and No Project Alternative as part of the EIR/EIS process(s), addressing both alignments and proposed station locations (as applicable). The Consultant is responsible for each technical study and impact topic required by CEQA and NEPA, including, but are not limited to, the following:

a) Traffic and Circulation
b) Travel Conditions
c) Air Quality
d) Noise and Vibration
e) Energy

f) Electromagnetic Fields and Electromagnetic Interference
g) Land Use and Planning, Communities and Neighborhoods, Property, and Environmental Justice
h) Agricultural Lands
i) Aesthetics and Visual Resources
j) Public Utilities
k) Hazardous Wastes and Materials
l) Cultural and Paleontological Resources
m) Geology and Soils
n) Hydrology and Water Resources
o) Biological Resources and Wetlands
p) Section 4(f) and 6(f) Resources (Public Parks and Recreation, Waterfowl Resources, and Historic Sites)
q) Cumulative and Secondary Impacts Evaluation
r) Construction Impacts
s) Economic Growth and Related Impacts
t) Unavoidable Adverse Environmental Impacts

Technical reports should be prepared for each topic of environmental analysis and should include a description of the existing environmental conditions (Affected Environment) that could be affected by the No Project and HSR Alternatives. The Consultant will propose measures used to define the study area. The various technical studies and corresponding impacts analyses will be incorporated into the Administrative Draft EIR/EIS document(s). As part of the Draft EIR/EIS document(s), the Consultant shall identify and describe in detail all appropriate mitigation measures required to mitigate adverse impacts related to the Alternative(s). The Work Plan should identify anticipated fieldwork needed as part of the site-specific environmental analyses and incorporate this into the project schedule. It should be noted that some fieldwork has already been performed for the Burbank to Anaheim Corridor. This evaluation work will be performed to determine consistency with rules and regulations set forth by relevant agencies, including but not limited to:

i. United States Corps of Army Engineers
ii. U.S. Environmental Protection Agency
iii. State Historic Preservation Office
iv. U.S. Fish and Wildlife Service
v. California Department of Fish and Wildlife
vi. California Department of Transportation
vii. State Water Quality Control Board
viii. Southern California Regional Rail Authority (SCRRA)
ix. Los Angeles County Metropolitan Transportation Authority

x. Los Angeles County Department of Public Works

xi. Orange County Department of Public Works

xii. Orange County Transportation Authority

xiii. City of Burbank

xiv. City of Glendale

xv. City of Los Angeles

xvi. City of Vernon

xvii. City of Commerce

xviii. City of Montebello

xix. City of Pico Rivera

xx. City of Santa Fe Springs

xxi. City of Norwalk

xxii. City of La Mirada

xxiii. City of Buena Park

xxiv. City of Fullerton

xxv. City of Anaheim

2.7 Task 6 – Station Area Planning

The Authority is committed to encouraging the adoption of transit oriented design (TOD) measures at and around station locations. All station area plans should reflect the values of the community, encourage public participation, and meet the Authority's objectives for increasing ridership, promoting value-capture and providing alternatives to the automobile.

a) If directed by the Authority, perform an evaluation of transit-oriented development opportunities within the corridor and develop conceptual-level station area plans. These plans will need to be coordinated and developed with the assistance of the local stakeholders adjacent to the potential station site locations.

b) Develop recommendations for phasing and implementation.

c) Evaluate opportunities for private investment.

2.8 Task 7 – Prepare Draft and Final Project-Level EIR/EIS Document(s)

The Consultant will prepare the Draft EIR/EIS document(s) and Final EIR/EIS document(s), including necessary administrative review versions. The site-specific EIR/EIS document(s) must satisfy all the requirements of CEQA and NEPA.

Under direction from the Authority, the Consultant will be responsible for undertaking all activities associated with the development, publishing and circulation of the EIR/EIS document(s) as two separate environmental sections for the Burbank to Anaheim Corridor including:

a) Initiating the scoping process,
b) Preparing the notice of intent (NOI) and the notice of preparation (NOP),
c) Creating an NOI/NOP mailing list,
d) Noticing and circulation of the NOI/NOP,
e) Developing the project purpose and need statement,
f) Developing environmental methodologies and evaluation criteria,
g) Writing the EIR/EIS document(s),
h) Publishing the notice of availability,
i) Printing, distributing, and circulating the draft EIR/EIS document(s),
j) Developing a summary of public comments,
k) Drafting responses to comments (including any additional environmental/engineering work),
l) Editing/refining/changing the EIR/EIS document(s) based on, Authority and FRA direction,
m) Printing, preparing and sending notices of availability, and
n) Distributing the final EIR/EIS document(s)

The Consultant shall also be responsible for identifying, maintaining (in electronic form and hard copy) and documenting all appropriate records, references, and resource documents/materials used for the preparation of the EIR/EIS document(s).

The Consultant will respond to four rounds of review on the administrative draft EIR/EIS(s). The first round of review will be conducted by the Authority and FRA. The second round of review will be completed by cooperating and responsible agencies. The third round of review will be a final review by the Authority and FRA. The fourth round of review will be the certification and approval with findings by the Authority and clearance and issuance of a ROD by FRA.

2.9 Task 8 – Certification of EIR/EIS Document(s) and Permitting

The Consultant will prepare other related environmental documents that are required as part of the certification of the project EIR/EIS document(s), including Findings and a Statement of Overriding Considerations, the Record of Decision/Notice of Determination (ROD/NOD), and the Mitigation, Monitoring and Reporting Plan (MMRP) and/or the Mitigation, Monitoring and Enforcement Plan (MMEP).

Upon request by the Authority, the Consultant shall prepare applications for and process any and all needed permits from the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service, the California Department of Fish and Wildlife, the California Water Quality Control Board, and other regulatory agencies. The Consultant shall identify which permits will be necessary for construction of the project, prepare applications for

the permits on behalf of the Authority and pay any required fees. The Consultant shall support, as necessary, meeting with and negotiating the conditions for the issuance of environmental permits by the regulatory agencies. Further monitoring of the permitting process may also be required.

2.10 Task 9 – Right-of-Way Preservation Services

For the portions of the HSR line where a defined general alignment has been selected, the Consultant will conduct assessments to identify segments at risk of imminent development or other changes in use that could significantly increase implementation costs and difficulty in the study area. The Consultant may develop recommendations for protective advance acquisition consistent with state and federal requirements and will perform any necessary coordination with other federal, state and local agencies.

As requested by the Authority, the Consultant will provide assistance to the Authority in reaching agreement on terms of access to the following:

a) Shared right-of-way with rail owners and operators,
b) Shared capital and operating costs,
c) Types of improvement required to maintain existing operations while allowing high-speed train operations, and
d) Other critical matters such as liability indemnification; insurance requirements; and other operational matters.

This work may include participating in right-of-way negotiations with BNSF and/or UPRR with the Authority.

Task 9 shall include evaluation of impacts of hazardous materials and waste is a requirement of CEQA and NEPA. The Consultant shall summarize the use, generation, transportation and disposal of hazardous materials and waste plus the presence of contaminated sites in the corridor based on information from the review of publically available records, historic maps and aerial photographs, and site reconnaissance generally based on the Caltrans Standard Environmental Reference, Chapter 10, Initial Site Assessment guidance document and ASTM International Standard E 1528-06 (ASTM 2006) and, if needed, Standard E 1527-05 (ASTM 2005). ASTM Standard E 1528-06 is typically followed when historical records, photographs or other evidence does not suggest a property is already contaminated. In instances where the Consultant has reason to believe contamination may be present, a Phase I Environmental Site Assessment should be completed based on ASTM Standard E 1527-05. Note that the methodology is intended to be a parcel-level due diligence assessment for the purpose of property acquisition or transfer. A detailed hazardous materials assessment, or Phase II evaluation, of individual parcels that are potentially subject to property transfer or acquisition shall commence and may be completed, as part of this contract after completion of the CEQA/NEPA environmental review process, The Authority requires that the Consultant possess and provide, if necessary, experienced, technically qualified staff capable of performing both Phase I and Phase II Environmental Site Assessments.

2.11 Task 10 – Right-of-Way Preliminary Activities

Right-of-Way (ROW) Preliminary Activities (May be performed prior to NOD/ROD approval). Task 10, ROW Preliminary Activities, is work performed in preparation for procurement up to, but not including the first written offer to purchase.

2.12 Consultant Reports and/or Meetings

The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed to evaluate whether the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

A schedule for the submittal of reports, and report content, for the initial phase of work will be developed within the first 30-days of the contract. Consultant is required to provide a separately monthly progress report for each project section.

Progress reports shall identify the total number of hours worked by the Consultant's and Subconsultants' personnel by use of a Work Breakdown Structure (WBS) level element(s).

The Consultant's Project Manager shall meet with the Authority as needed, to discuss progress on the work.

All work under this contract will be negotiated and performed on an Annual Work Program basis. Completion of work will be done consistent with the Authority's overall program schedule for development of the high-speed rail system as shown on the Authority's website.

Exhibit B: Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT

A. The Consultant will prepare an Annual Work Program (AWP) and budget for review, negotiation and approved by the Contract Manager or its designee. The due date and content of the AWP will be determined during the initial three months of this Agreement.

B. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of invoices, the Authority agrees to reimburse the Consultant for actual expenditures (direct hourly wage plus overhead and fee) incurred in accordance with the rates specified in Exhibit B, Attachment 1. The rates in Exhibit B are rate caps, or the maximum amount allowed to be billed. Consultant will only be reimbursed for actual expenses incurred for hours worked at the Consultant's actual direct labor, fringe, and indirect rates, not to exceed the rates specified herein. The Consultant agrees to compensate all subcontractors with the same payment structure.

C. No payment shall be made in advance of services rendered.

D. Invoices shall include the Agreement Number, identification of the number of hours worked by classification and related other direct costs (e.g., travel) by task, supporting documentation, and shall be submitted not more frequently than monthly. The following certification shall be included on each invoice and signed by an authorized official of the Consultant:

> "I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method."

E. Invoices shall be submitted with two (2) sets (one original, one copy) monthly in arrears to:

California High-Speed Rail Authority
Financial Operations Section
770 L Street, Suite 800
Sacramento, CA 95814

The Consultant shall also submit (electronically) one additional copy of invoice and supporting documentation to the Contract Manager or designee at the address identified in Exhibit A.

F. Payment Request Format

The Authority will accept computer generated or electronically transmitted invoices, provided the Consultant sends a paper copy the same day to the Authority. The date of "invoice receipt" shall be the date the Authority receives the paper copy.

The Consultant shall submit backup documentation for audit purposes, and retain back-up documentation for audit purposes available to the Authority upon request. The Consultant shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

The Consultant is required to submit monthly invoices distinguishing the costs for each project section of the Burbank to Anaheim Corridor.

G. A request for payment shall reference the Agreement Number and shall consist of, but not be limited to the following:

1) Agreement Number, date prepared, and billing period.

2) The Consultant's loaded hourly labor rates by individual.

3) Operating expenses, including equipment, travel, miscellaneous and materials.

4) Receipts for travel, including departure and return times, and other direct costs.

5) Subcontractor or vendor invoices.

6) An indication of whether the prime Consultant or any Subcontractor or vendor is a California Certified Small Business, DBE, Micro or a Certified Disabled Veteran Business Enterprise.

7) Fees (fringe, direct costs, indirect/overhead, general and administrative, profit, etc.). Identify actual, agreement, and billed amounts.

8) By task (as specified in the AWP): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.

9) A report that documents the progress of the work during the billing period.

10) Any other deliverables due during the billing period.

2. FUNDING REQUIREMENTS

A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Consultant or to furnish any other consideration under this Agreement and the Consultant shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no

liability occurring to the Authority; or 2) offer an Agreement amendment to the Consultant to reflect the reduced amount.

C. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms of funding of this Agreement in any manner.

3. COSTS

A. The Consultant will be reimbursed as promptly as fiscal procedures will permit upon receipt by the Authority's Contract Manager or its designee by providing an itemized invoice. Invoices itemizing all costs are required for all work performed under this Agreement. Invoices shall be submitted no later than 45 calendar days after completion of each billing period or upon completion of a task. Invoices shall detail the work performed during the billing period. Invoices shall reference this Agreement Number, project title and task.

B. The total amount payable by the Authority for this Agreement shall not exceed $51,000,000 (fifty-million dollars) as part of a multi-year effort.

4. TRAVEL AND PER DIEM RATES

A. The Consultant shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. The Consultant must pay for travel in excess of these rates. The Consultant may obtain rates at the following web address: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

B. Travel identified in each AWP is approved and does not require further authorization. Travel that is not included in AWPs shall require written authorization from the Authority Contract Manager or its designee prior to travel departure. The Authority will reimburse travel expenses from the Consultant's office location. Travel will not be reimbursed for meetings at the Authority's Southern California office.

C. The Consultant must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return. Travel receipts, except for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Authority.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. DISPUTES

A. Payments shall be made to Consultant for undisputed invoices. An undisputed invoice is an invoice submitted by the Consultant for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, Consultant will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.

B. No payment will be made for costs identified in Consultant invoices that has or will be reimbursed by any other source, including but not limited to a Government Entity contract or subcontract or other procurement Agreement.

7. EXCISE TAX

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Consultant. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement.

8. COST PRINCIPLES

A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

B. The Consultant agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Consultant to the Authority.

D. Any sub-agreement in excess of $25,000.00 entered into as a result of this Agreement, shall contain all the provisions of this Cost Principles clause.

Exhibit C: General Terms and Conditions (GTC-610)

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

http://www.documents.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

If you do not have internet access, please contact the Point of Contact identified in Section 1.2 of this RFQ to receive a copy:

Jonathan Fong
916-669-6604
jonathan.fong@hsr.ca.gov

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Exhibit D: Special Terms and Conditions

1. Contract Management

A. The Consultant's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager or its designee. The Consultant may change its Project Manager and/or Key Staff by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Project Manager and/or Key Staff.

B. The Authority may change its Contract Manager at any time by giving written notice to the Consultant. The Authority's Contract Manager will sign the written notice.

2. Access to Sites and Records

The Authority staff or its representatives shall have reasonable access to all sites and records related to this Agreement.

3. Subcontracts

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Consultant of his or her responsibilities and obligations under this Agreement. The Consultant agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Consultant. The Consultant's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Consultant. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.

B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in Form A.

C. Unless specifically noted otherwise, any subagreement in excess of $25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.

D. The Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the State.

E. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

4. Evaluation of the Consultant

An evaluation of the Consultant's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Consultant for comment. The evaluation, together with the comments, shall be retained by the Authority.

5. Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Consultant further disclose such information or disseminate the same on any other occasion.

C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Consultant's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.

D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

E. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

6. Conflict of Interest

A. The Consultant and its employees, and all of its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.

B. The Consultant may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each employee or subcontractor whom the Authority's General Counsel's Office, in consultation with the Contract Manager or its designee, determines is a designated employee under the Political Reform Act subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who performed the same nature and scope of work as the Consultant.

7. Settlement of Disputes

A. The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

B. In the event of a dispute, the Consultant shall file a "Notice of Dispute" with the California High-Speed Rail Authority and the Deputy Chief Program Manager within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Chief Program Manager shall meet with the Project Manager for purposes of resolving the dispute. The decision of the Deputy Chief Program Manager shall be final.

C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

D. Neither the pendency of a dispute nor its consideration by the Authority's Contract Manager will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

8. Legal Notice

This clause is not intended to apply to normal, daily communication between the parties related to the progress of work. This clause applies to situations where notice is required to be given by the Agreement or the parties are asserting their legal rights and remedies.

Any communication, notice, or demand of any kind whatsoever which any party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Consultant: Name Title Company Address Telephone	Authority: Thomas Fellenz, Chief Counsel California High-Speed Rail Authority 770 L Street, Suite 620 MS1 Sacramento, CA 95814 Telephone: (916) 324-1541

The project representatives identified in Exhibit A, Section 1.C. shall be notified via email when a notice is sent.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next business day.

9. Termination

A. This Agreement can be terminated at any time by mutual agreement of the Parties.

B. Termination for Cause: The Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant.

C. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Consultant if terminated for convenience of the Authority.

D. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Consultant shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.

E. Consultant Claims Against this Agreement Under Early Termination: The Consultant agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Consultant of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

10. Non-Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. The failure of the Authority to enforce any provision of this Agreement or require performance by the Consultant of any provision shall in no way be construed to be a waiver of those provisions, affect the validity of this Agreement in whole or in part, or the right of the Authority to subsequently enforce any such provision.

11. Insurance

Without limiting the Consultant's indemnification of the Authority, and prior to commencement of Work, the Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the Authority.

A. Workers' Compensation Insurance

The Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars ($1,000,000)). The Consultant shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its officers, agents, employees and volunteers.

B. General Liability Insurance

The Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million

dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

C. Automobile Liability Insurance

The Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than five million dollars ($5,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

D. Professional Liability (Errors & Omissions) Insurance

The Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of five million dollars ($5,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. Cost of such insurance shall be included in the Consultant's bid.

If the Consultant utilizes subcontractors to perform any professional engineering services in accordance with this Agreement, the Consultant shall require each subcontractor to evidence and maintain professional liability insurance in connection with this Agreement in the amount of $2,000,000 per claim and $2,000,000 in the aggregate. The Consultant shall include this provision in its subcontractor agreements.

E. Environmental Professional Liability Insurance

Environmental Professional Liability Insurance shall be written on a form acceptable to the Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability Insurance or as a stand-alone policy. The policy limit shall be no less than five million dollars ($5,000,000) per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." If the insured contractor is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Insurance as required in this paragraph above must include:

(a) Bodily injury;

(b) Property damage;

(c) Pollution conditions arising out of environmental work;

(d) Asbestos-related claims; and

(e) Testing, monitoring, measuring operations, or laboratory analyses.

F. Railroad Protective Liability

The Contractor shall provide, or cause to be maintained, any coverages as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Such policy shall be effective during the period any Work is being performed within 50 feet of any railroad right-of-way. Coverages shall be written on ISO occurrence form CG 0035 (or substitute form providing equivalent coverage) on behalf of any railroad as a Named Insured, with a limit of not less than $25,000,000 per occurrence and an aggregate of $25,000,000.

Other Provisions or Requirements

1. Proof of Insurance

The Consultant shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. All insurance certificates and endorsements must be approved by the Authority's Risk Manager prior to commencement of Work. Current certification of insurance shall be kept on file with the Authority at all times during the term of this contract. The Authority reserves the right to reasonably require complete, certified copies of all required insurance policies, at any time.

2. Duration of Coverage

The Consultant shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees or subcontractor. The Consultant agrees to maintain professional liability insurance for a period of no less than three years after completion of the work under this Agreement.

3. The Authority's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Consultant or the Authority will withhold amounts sufficient to pay premium from the Consultant's payments. In the alternative, the Authority may cancel this Agreement.

4. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- or higher, and Financial Size Category Class VI or larger, in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

5. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Consultant hereby waives its own right of recovery

against the Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

6. Enforcement of Contract Provisions (non estoppel)

The Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

7. Requirements not Limiting

Requirements of specific coverage features or limits contained in this subsection are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

8. Notice of Cancellation

The Consultant, or its insurance agent or broker, will provide the Authority with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

9. Additional Insured Status

General liability policies shall provide or be endorsed to provide that the Authority and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies, if applicable.

10. Authority's Right to Revise Specifications

The Authority reserves the right at any time during the term of the contract to reasonably change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Auth ority and Consultant may renegotiate Consultant's compensation.

11. Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self- insurance will not be considered to comply with these specifications unless approved by the Authority.

12. Timely Notice of Claims

The Consultant shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from the Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

13. Additional Insurance

The Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Work.

14. Subcontracts

To the extent the Consultant engages the services of subcontractors, the Consultant agrees to require the same insurance as required of the Consultant except as to limits. The limits for subcontractors shall be no more than one million dollars ($1,000,000) in coverage for which a limit is specified above, except for the Professional Liability (Errors & Omissions) Insurance coverage which shall be $2,000,000 per claim and $2,000,000 in the aggregate.

12. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Consultant shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Consultant arises out of a default of its subcontractor, or if such default arises out of the following:

- Causes beyond the control of both the Consultant and subcontractor, and
- Without the fault or negligence of either of them and could not have been avoided by due diligence or use of reasonable efforts by the Consultant or Subconsultant.

However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule, the Consultant and its subcontractors will be held liable for damages of such delay or failure.

13. Renewal of CCC

Consultant shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.

14. Consultant Cooperation During Investigation

Consultant agrees to cooperate fully in any investigation conducted by or for the Authority regarding unsatisfactory work or allegedly unlawful conduct by the Authority employees or the Authority contractors. The word “cooperate” includes but is not limited to, in a timely manner, making Consultant staff available for interview and Consultant records and documents available for review.

15. Captions

The clause headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of amount expended, unless otherwise noted.

16. Stop Work

A. The Authority's Contract Manager may, at any time, by written notice to the Consultant, require the Consultant to stop all or any part of the work tasks in this Agreement.

B. Upon receipt of such stop work order, the Consultant shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

C. The Consultant shall resume the stopped work only upon receipt of written instruction from the Authority Contract Manager canceling the stop work order.

D. An equitable adjustment shall be made by the Authority based upon a written request by the Consultant for an equitable adjustment. Such adjustment request must be made by the Consultant within 30 days from the date of receipt of the stop work notice.

17. Notice

A. Legal notice must be given using any of the following delivery methods: U.S. Mail, overnight mail, or personal delivery, providing evidence of receipt to the person identified in Exhibit A of this Agreement for legal notices. Delivery by fax or e-mail is not considered legal notice for the purpose of this clause. This clause is not intended to apply to normal, daily communication between the parties related to progress of the work.

B. This clause applies to situations where notice is required to be given by this Agreement or the parties are asserting their legal rights and remedies.

C. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed until the next business day.

D. Notices of this type are to be directed to the Authority as follows: Thomas Fellenz, Chief Counsel, California High-Speed Rail Authority, 770 L Street, Suite 1160, Sacramento, CA 95814; (916) 324-1541.

E. Notices are to be directed to Consultant as follows: _____

18. Small and Disadvantaged Business Enterprise Program

The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a 10 percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and

procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Authority has established a 30 percent SB goal as described above. The Consultant is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the contract duration. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, is included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts—August 2012. The document is on the Authority's Small Business resource web page:

http://www.hsr.ca.gov/Programs/Small_Business/index.html

The Consultant shall provide quarterly SB utilization reports to reflect the level of small business, including DBE and DVBE utilization on the contract, including any amended portion of this Agreement.

19. Disadvantaged Business Enterprises

The Authority encourages the Consultant to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out the best practices requirements of 49 C.F.R. Part 26, as described in the Authority's Revised Small and Disadvantaged Business Enterprise Program plan for Professional Services Contracts, in the award and administration of this FRA assisted contract. Failure by the Consultant to carry out these requirements will be considered a material breach of the contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate. **20. National Labor Relations Board Certification**

In accordance with Public Contract Code Section 10296, the Consultant must complete and submit the Contractor Certification Clauses (CCC-307) which state, under penalty of perjury, that it has not been found in contempt of court by a Federal Court, without appeal (no more than once in the preceding two (2) year), due to the Consultant's failure to comply with an order by the National Labor Relations Board.

21. Drug-Free Workplace Certification

The Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- The dangers of drug abuse in the workplace
- The person's or organization's policy of maintaining a drug-free workplace
- Any available counseling, rehabilitation, and employee assistance programs
- Penalties that may be imposed upon employees for drug abuse violations

c) Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:

- Will receive a copy of the Consultant's drug-free policy statement
- Will agree to abide by the terms of the Consultant's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Consultant may be ineligible for award of any future Authority contracts if the Authority determines that either of the following has occurred:

a) The Consultant has made a false certification

b) The Consultant violates the certification by failing to carry out the requirements as noted above

22. Labor Code/Workers Compensation

The Consultant needs to be aware of provisions that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions and Consultant affirms to comply with such provisions before commencing the performance of the work of the Agreement for Engineering/Environmental Work.

23. Worker's Compensation

Consultant will certify that it is aware of the provisions of Section 3700 of the California Labor Code (Labor Code), which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. The Consultant will comply with such provisions before commencing performance of

Engineering/Environmental Work under the scope and at all times during the term of the contract, whether by provision of its own insurance or self-insurance.

EXHIBIT E: ADDITIONAL PROVISIONS

1. Order of Precedence

The Work to be performed under this contract shall be in accordance with the scope of work as detailed in Exhibit A, and the Consultant's Statement of Qualifications (SOQ) dated December 5, 2014, which is attached hereto as Attachment 1. In the event of any inconsistencies or ambiguities in this Contract the following documents shall be used to interpret the Contract in the order of precedence stated:

A. Terms of this Contract, and approved Annual Work Programs

B. Consultant's SOQ dated December 5, 2014.

2. Indemnification

A. This provision is in addition to the General Terms and Conditions, Exhibit C, section 5.

B. The Consultant agrees to indemnify, defend, and hold harmless the Authority, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the professional services provided hereunder due to negligent acts, errors or omissions of the Consultant. The Consultant will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent acts, errors or omissions of the Consultant.

C. Other than in the performance of professional services, the Consultant shall indemnify, defend and hold harmless the Authority, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by the Consultant or by any individual or entity for which the Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of the Consultant.

D. The Consultant obligations under this section apply regardless of whether or not such liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the Authority under any provision of this agreement, the Consultant shall not be required to indemnify and hold harmless the Authority or any Indemnitee for liability attributable to the active negligence of the Authority or Indemnitee, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the Authority is shown to have been actively negligent and where the Authority's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of the Authority or Indemnitee.

3. Ownership of Data

A. During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Consultant shall furnish the Authority all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy, and electronic or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected and electronic with, the modification or misuse by the Authority of the electronic machine readable information and data provided by the Consultant under this agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Consultant.

D. Any subagreement in excess of $25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

4. Prevailing Wage

Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at Authority's offices, and will be furnished to Consultant and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, Consultant may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Engineering/Environmental Work.

5. Standard of Care

The Consultant, in performing its professional services under this Agreement, owes the Authority the following duties of care (The Consultant's "Standard of Care"):

A. The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;

B. The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and

C. The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

6. Damages Due to Errors and Omissions

A. The Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A Consultant may be liable for Authority costs resulting from errors or deficiencies in designs furnished under its Agreement.

B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the Contract Manager (with the advice of technical personnel) shall consider the extent to which the consultant may be reasonably liable.

C. Authority's Contract Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Authority's interest. The Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the firm.

7. Licenses and Permits

A. The Consultant shall be an individual or firm licensed to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

B. If the Consultant is located within the state of California, a business license from the city/county in which the Consultant is headquartered is necessary; however, if the Consultant submitting a proposal is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Consultant's headquarters is located outside the State of California, the Authority requires a copy of the business license or incorporation papers for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.

C. In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Consultant agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

8. Computer Software

For contracts in which software usage is an essential element of performance under this Contract, the Consultant certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

9. Evaluation of Consultant for Consultant Contracts

Performance of the Consultant under this Contract shall be evaluated. At the conclusion of the contract, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4. A copy of any negative evaluation for contracts over $5,000 shall be sent to the Department of General Services, Office of Legal Services.

Exhibit F: Supplemental Terms and Conditions for Contracts Using Federal Funds

The Project is financed in part with Federal assistance provided by FRA and therefore federal laws, regulations, policies, and related administrative procedures apply. The Consultant must comply with all applicable federal laws, regulations, policies, and related administrative practices. The most recent of such federal laws, regulations, policies and related administrative practices at the time will govern the contract for Burbank to Anaheim Environmental/Engineering Services, unless FRA issues a written determination otherwise. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date the selected Offeror and the Authority execute the contract, but may apply to the contract for Burbank to Anaheim Environmental/Engineering Services. The Consultant must ensure compliance by its Subconsultants with and include appropriate flow down provisions in its each of its lower-tier subcontracts as required by applicable Federal laws, regulations, policies, and related administrative practices. Some federal requirements applicable to the Consultant are identified elsewhere in the RFQ. This identifies federal requirements contained in the Grant/Cooperative Agreement between FRA and the Authority, which are applicable to the Consultant and are not addressed elsewhere in the RFQ.

E.1 Federal Requirements

a. The Consultant understands that the Authority has received federal funding from the Federal Railroad Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Consultant acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements shall apply to the Project. The Consultant shall ensure compliance by its Subconsultants and include appropriate flow down provisions in each of its lower-tier subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

b. The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Authority, Consultant, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

c. Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which may cause the Authority to be in violation of FRA requirements.

E.2 Compliance with Federal Requirements

The Consultant's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

E.3 Federal Procurement Standards

The Consultant agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, the FRA reserves the right to review the Consultant's technical specifications and requirements.

E.4 Federal Lobbying Activities Certification

The Consultant certifies, to the best of its knowledge and belief, that:

A. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

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

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

D. The Consultant also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such Subconsultants shall certify and disclose accordingly.

E.5 Debarment and Suspension

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Consultant is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Consultant must verify that each Subconsultant is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at http://www.sam.gov/portal/public/SAM/. The Consultant shall obtain appropriate certifications from each such Subconsultant and provide such certifications to the Authority.

The Consultant's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;

3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and

4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800.

Should the Consultant or any Subconsultant become excluded or disqualified as defined in this section during the life of the Agreement, the Consultant shall immediately inform the Authority of this exclusion or disqualification.

The Consultant shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each Subconsultant will review the "Excluded Parties Listing System," will obtain certifications from lower-tier Subconsultants, and will include a similar term or condition in each of its lower-tier covered transactions.

E.6 Civil Rights

A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; and 49 U.S.C. § 306, the Consultant agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

B. **Access Requirements for Individuals with Disabilities:** The Consultant agrees to comply with, and assure that any Subconsultant under this Agreement complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable Federal regulations, including any amendments thereto.

C. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:

1. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Consultant agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of the Work. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include 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. In addition, the Consultant agrees to comply with any implementing requirements FRA may issue.

2. Age: In accordance with Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the

Consultant agrees to comply with any implementing requirements the FRA may issue.

3. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Consultant also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements the FRA may issue.

The Consultant also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2, cited in FR-HSR-0009-10-01-05 as 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

E.7 ARRA Funded Project

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Consultants, including both prime and Subconsultants, are subject to audit by appropriate federal or State of California (state) entities. The Authority has the right to cancel, terminate, or suspend the Agreement if the Consultant or any Subconsultant fails to comply with the reporting and operational requirements contained herein.

E.8 Whistleblower Protection

The Consultant agrees that both it and its Subconsultants shall comply with Section 1553 of the ARRA, which prohibits all non-federal Consultants, including the state, and all Consultants of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

A. Gross mismanagement of a contract relating to ARRA funds;

B. Gross waste of ARRA funds;

C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;

D. An abuse of authority related to implementation or use of ARRA funds; or

E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a Consultant) awarded or issued relating to ARRA funds.

The Consultant agrees that it and its Subconsultants shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

E.9 Fraud and False Claims Act

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. § 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Work. Upon execution of this Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted Project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a Project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the federal government deems appropriate.

The Consultant agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subconsultant, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Consultant agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

E.10 Prohibition on Use of ARRA Funds

The Consultant agrees in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

E.11 Enforceability

The Consultant agrees that if the Consultant or one of its Subconsultants fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the state may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the state under all applicable state and federal laws.

E.12 Access and Inspection of Records

A. In accordance with ARRA Sections 902, 1514, and 1515, the Consultant agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

   i. Access any books, documents, papers and records of the Consultant that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and

   ii. Interview any officer or employee of the Consultant or any of its Subconsultants regarding the activities funded with funds appropriated or otherwise made available by ARRA.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. Pursuant to 49 C.F.R. § 18.26(i)(11), 49 C.F.R. § 19.26, or A-133 (whichever applicable), the Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Consultant agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Consultant shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.

D. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). The Consultant understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to the individuals involved with the maintenance of federal records, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

E. The Consultant shall include this provision in all of the Consultant's agreements with its Subconsultants from whom the Consultant acquires goods or services in its execution of the ARRA funded work.

E.13 Safety Oversight

To the extent applicable in the performance of this Agreement, the Consultant agrees to comply with any federal regulations, laws, or policies and other guidance that the FRA or U.S. DOT may issue pertaining to safety oversight.

E.14 Reporting Requirements

The Consultant agrees, if requested by the Authority in writing, to provide the Authority with the following information:

A. The total amount of funds received by the Consultant during the time period defined in the Authority's request;

B. The amount of funds actually expended or obligated during the time period requested;

C. A detailed list of all projects or activities for which funds were expended or obligated, including:

   i. The name of the project or activity;
   ii. A description of the project activity;
   iii. An evaluation of the completion status of the project or activity; and
   iv. An estimate of the number of jobs created and/or retained by the project or activity.

D. For any contracts or subcontracts equal to or greater than $25,000:

   i. The name of the entity receiving the contract;
   ii. The amount of the contract;
   iii. The date of execution of the contract;
   iv. The transaction type;
   v. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
   vi. The location of the entity receiving the contract;
   vii. The primary location of the contract, including city, state, congressional district, and county;
   viii. The DUNS number, or name and zip code for the entity headquarters, if known;
   ix. A unique identifier of the entity receiving the contract and the parent entity of that entity, should the entity be owned by another; and

x. The names and total compensation of the five most highly compensated officers of the company if the company received:

- 80% or more of its annual gross revenues in federal awards;
- $25,000,000 or more in annual gross revenue from Federal awards; and
- If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986.

E. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and Federal instruction for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

E.15 Reprints of Publications

Whenever an employee of a Consultant-related entity writes an article regarding the California High-Speed Rail System or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Consultant shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

> "This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."

E.16 Cost Principles

A. The Consultant agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.

B. The Consultant agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Consultant to the Authority.

D. Any subagreement in excess of $25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

E.17 Site Visits

The Consultant agrees that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Work accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Consultant or any of its Subconsultants under this Agreement, the Consultant shall provide and shall require its Subconsultants to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Consultant or Subconsultant. All individuals making site visits must comply with the Consultant's safety standards. If an individual fails to comply with Consultant's safety standards, that individual may be removed from the work site.

E.18 Property, Equipment and Supplies

A. The Consultant agrees that Work related property, equipment, and supplies shall be used for the Work activity for the duration of its useful life, as determined by the FRA. Should the Consultant unreasonably delay or fail to use Work related property, equipment, or supplies during its useful life, the Consultant agrees that the FRA may require the Consultant to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The Consultant further agrees to notify the Authority when any Work property or equipment is withdrawn from use in the Work activity or when such property or equipment is used in a manner substantially different from the representations made by the Consultant in its justification for purchase of the property or equipment.

B. The Consultant agrees to comply with the property standards of 49 C.F.R. §§ 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued.

C. The Consultant agrees to maintain the Work related property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that the FRA may issue.

D. The Consultant agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to the FRA, upon request, such information as may be required to assure compliance with this section.

E. The Consultant agrees that the FRA may:

i. Require the Consultant to transfer title to any property, equipment, or supplies financed with FRA assistance, as permitted by 49 C.F.R. §§ 19.30 through 19.37 inclusive.

ii. Direct the disposition of property or equipment financed with FRA assistance as set forth by 49 C.F.R. §§ 19.30 through 19.37 inclusive.

F. Unless expressly authorized in writing by the Authority, the Consultant agrees to refrain from:

i. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Authority's or the FRA's interest in any property or equipment; or

ii. Obligating itself in any manner to any third party with respect to Work related property or equipment.

The Consultant agrees to refrain from taking any action or acting in a manner that would adversely affect the FRA's interest or impair the Authority's continuing control over the use of Work related property or equipment.

E.19 Maintenance

If any Work-related property, equipment, or supplies are not used for the Work for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Consultant agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 19.30 through 19.37 inclusive.

E.20 Flood Hazards

If any Work-related property, equipment, or supplies are not used for the Work for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Consultant agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32.

E.21 Small Business/Disadvantaged Business Enterprises

The Authority encourages the Consultant to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract. The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a ten percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order

S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Authority has established a 30 percent Small Business (SB) goal as described above. The Consultant is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the duration of this Agreement. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, are included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts – August 2012. The document is located on the Authority's Small Business web page:

http://www.hsr.ca.gov/Programs/Small_Business/index.html

The Consultant shall provide quarterly SB utilization reports to reflect the level of small business, including DBE and DVBE utilization on the contract, including any amended portion of the contract.

The Consultant shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

E.22 Environmental Protection

When performing work under this Agreement, the Consultant and any Subconsultant shall comply with all applicable environmental requirements and regulations, as amended, including, but not limited to, the following:

A. **Clean Air:** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.

B. **Clean Water:** The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

C. **Energy Conservation:** The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6421 et seq.).

D. **Agreement Not To Use Violating Facilities:** The Consultant agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Consultant shall promptly notify the Authority if the Consultant or any Subconsultant receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under

consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Consultant's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.

E. **Environmental Protection:** The Consultant shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.

F. **Incorporation of Provisions:** The Consultant shall include the above provisions (A) through (F) in every subcontract hereunder exceeding $50,000 financed in whole or in part with Federal assistance provided by the FRA.

E.22 Seismic Safety

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all Work performed under this Agreement including work performed by a Subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

E.23 Recycling Certification

The Consultant shall comply with all applicable requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

E.24 Patent Rights

A. If any invention, improvement, or discovery of the Consultant or any of its third party Consultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify the Authority immediately and provide a detailed report. The rights and responsibilities of the FRA, third party Consultants and the Authority with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

B. If the Consultant secures a patent with respect to any invention, improvement, or discovery of the Consultant or any of its third party Consultants conceived or first actually reduced to practice in the course of or under this Project, the Consultant agrees to grant the FRA a royalty-free, non-exclusive, and irrevocable license to use and authorize others to use the patented device or process for Federal Government purposes.

C. The Consultant agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under this Project.

D. "Proprietary data" is data that the Consultant has identified in a satisfactory manner as being under the Consultant's control prior to commencement of performance of this Agreement, and that the Consultant has reasonably demonstrated as being of a proprietary nature by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Consultant throughout the term of this Agreement and thereafter.

E. "Generated data" is data that the Consultant has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. "Generated data," as defined herein, shall not include data developed solely from preexisting or proprietary data owned by the Consultant prior to the execution of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Consultant in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall by the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement.

E.25 Rights in Data and Copyright

A. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

B. The following restrictions apply to all subject data first produced in the performance of this Agreement:

i. Except for its own internal use, the Consultant may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the FRA, until such time as the FRA may have either released or approved the release of such data to the public.

ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, the FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:

a. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or other third party contract, irrespective of whether or not a copyright has been obtained; and

b. Any rights of copyright to which a Grantee, subgrantee, or a third party Consultant purchases ownership with Federal assistance.

C. When the FRA provides assistance for a project involving planning, research, or development, it is generally the FRA's intent to increase the body of knowledge, rather than to limit the benefits of the project to those parties that have participated therein. Therefore, unless the FRA determines otherwise, the Consultant understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, the FRA may make available to any FRA Grantee, subgrantee, third party Consultant, or third party Subconsultant, either the FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that project shall become subject data as defined herein and shall be delivered as the FRA may direct.

D. To the extent permitted by State law, the Consultant agrees to indemnify, save and hold harmless the FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Consultant shall not be required to indemnify the FRA for any such liability arising out of the wrongful acts of employees or agents of the FRA.

E. Nothing contained in this section on rights in data, shall imply a license to the FRA under any patent or to be construed as affecting the scope of any license or other right otherwise granted to the FRA under any patent.

F. The requirements of this section of this Agreement do not apply to material furnished to the Consultant by the FRA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Consultant at the time of delivery of such work.

G. The Consultant agrees to include the requirements of this section in its lower-tier subcontracts for planning, research, development, or demonstration under the Project.

H. "Proprietary data" is data that the Consultant has identified in a satisfactory manner as being under the Consultant's control prior to commencement of performance of this Agreement, and that the Consultant has reasonably demonstrated as being of a proprietary nature by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Consultant throughout the term of this Agreement and thereafter.

I. "Generated data" is data that the Consultant has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. "Generated data," as defined herein, shall not include data developed solely from preexisting or proprietary data owned by the Consultant prior to the execution of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Consultant in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall by the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement.

E.26 Metric System

The Consultant agrees to use the metric system of measurement in its Project activities to the extent practicable, in conformance with applicable regulations, guidelines, and policies that U.S. DOT or FRA may issue. The Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitiveness Act of 1988 (15 U.S.C. § 205), designates the metric system of measurement as the preferred system of weights and measures for United States trade and commerce, and it requires that each agency use the metric system of measurement in its procurements, grants, and other business-related activities, except to the extent that such use is impracticable or likely to cause significant inefficiencies or loss of markets to U.S. firms.

Attachment B: Criteria for Awarding Points for the Statement of Qualifications

		Maximum Score	Actual Score
1.	**PAST PERFORMANCE AND EXPERIENCE** • Has the Offeror successfully delivered on past projects of similar scope and complexity? • Has the Offeror successfully delivered on past projects where compensation was tied to performance?	30	
2.	**ORGANIZATION AND Key Personnel** • Does the proposed project organization present a clear and logical framework? • Is the management approach complementary and responsive to the RFQ requirements? Does the staffing plan convey the proper level of response for the work at hand? • Does it demonstrate a high level of commitment and resource availability? • Does it address the full expanse of potential tasks in the scope? **KEY PERSONNEL AND ROLES** • Are the personal qualifications, professional skills and availability to the project of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? • Is their past experience applicable and indicative of success on this project? • Does the project manager have sufficient authority within his organization to effectively lead and manage the project?	30	
3.	**UNDERSTANDING OF PROJECT REQUIREMENTS** • Has the Offeror demonstrated a thorough knowledge of the project? • Has the Offeror demonstrated a thorough knowledge of what is required to develop preliminary engineering in coordination with CEQA/NEPA documentation and analysis? • Does Offeror have demonstrated experience with delivering clear concise, readable project documentation? • Does the Offeror's Outreach team have demonstrated experience in effectively communicating with the public? • Is there sufficient evidence of analysis to lend credibility to the commitments made? • Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the Burbank to Anaheim Corridor Environmental/Engineering Services?	30	
4.	**SMALL BUSINESS PARTICIPATION** • Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives? Scoring will be based on percentage of goal met.	10	
5.	SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored)	N/A	
	Total	**100**	

Attachment C: Criteria for Evaluation of Discussions/Interviews

		Maximum Score	Actual Score
1.	**STATEMENT OF QUALIFICATIONS (carry over)**[1]	60	
2.	**PRESENTATION** • Quality and appropriateness of the presentation • Logic of the chosen speakers relative to project challenges • Project manager control over the team	10	
3.	**PROJECT MANAGER PARTICIPATION** • Quality of presentation and responsiveness to questions • Understanding of Burbank to Anaheim Corridor Environmental/Engineering Services challenges and requirements • Perceived level of involvement with SOQ structure, content and presentation plan	10	
4.	**KEY STAFF PARTICIPATION** • Quality of presentations and responsiveness to questions • Understanding of assignment challenges and requirements • Perceived level of involvement with SOQs preparation • Its ability to effectively allocate resources and its capacity to provide excellent service	10	
5.	**UNDERSTANDING OF PROJECT** • Does Offeror convey an understanding of the critical project success factors? • Does Offeror have demonstrated experience with delivering clear, concise, readable project documentation? • Does the Offeror's Outreach team have demonstrated experience in effectively communicating with the public? • Is the Offeror able to provide evidence of successful small business utilization for this project • Is the Offeror able to provide evidence of prior project experience with challenges of this magnitude and complexity? • Is the Offeror candid about any project failings that have been instructive for addressing the particular needs of this project?	10	
	Total:	**100**	

[1]SOQ carry over is calculated as follows: (Total score on SOQ/100) x 60 possible points = Carry Over Points)

Forms and Certifications

Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Form B: Organizational Conflicts of Interest Disclosure Statement

Cert. 1: Certification Regarding Miscellaneous State Requirements

Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit

Cert. 3: Iran Contracting Certification

Cert. 4: Darfur Contracting Act Certification

Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Cert. 7: Non-collusion Affidavit

Cert. 8: Equal Employment Opportunity Certification

Cert. 9: Non-discrimination Certification

Cert. 10: Certification Regarding Lobbying

Form A: Schedule of Subcontractor(s)/ Subconsultant(s)

Names and Addresses of Subcontractor(s)/Subconsultant(s)		Type of Work to be Performed	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts
Name:			☐ Yes ☐ No	☐ < $500K
Street Address:				
City, State Zip:			Other Certifications:	☐ $500K-$2 Mil
Phone:				
Fax:			If "Yes": ☐ DBE ☐ SB ☐ Micro B ☐ DVBE	☐ $2 Mil-$5 Mil
Tax ID:				
Contact Person:		Age of Firm:		☐ > $5Mil
Email:				
Name:			☐ Yes ☐ No	☐ < $500K
Street Address:				
City, State Zip:			Other Certifications:	☐ $500K-$2 Mil
Phone:				
Fax:			If "Yes": ☐ DBE ☐ SB ☐ Micro B ☐ DVBE	☐ $2 Mil-$5 Mil
Tax ID:				
Contact Person:		Age of Firm:		☐ > $5Mil
Email:				
Name:			☐ Yes ☐ No	☐ < $500K
Street Address:				
City, State Zip:			Other Certifications:	☐ $500K-$2Mil
Phone:				
Fax:			If "Yes": ☐ DBE ☐ SB ☐ Micro B ☐ DVBE	☐ $2Mil-$5Mil
Tax ID:				
Contact Person:		Age of Firm:		☐ > $5Mil
Email:				

(Add rows/pages as needed)

Attach to this form copy(s) of applicable Small Business Certificates for those Subcontractor/Subconsultants that are designated as Small Business Entities.

Signature of Team Representative

Printed Name

Title

Date

Organization Name, Address, and Telephone

Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Consultant's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) that results in (i) impairment or potential impairment of a Consultant's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Offeror with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Offeror and its team (including Offeror, Offeror Team members, and all Subconsultants identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.

3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Offeror

Cert. 1: Certification Regarding Miscellaneous State Requirements

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Offeror (also referred to "Consultant" herein) to the clause(s) listed below. This certification is made under the laws of the State of California.

Offeror Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

CONSULTANT CERTIFICATION CLAUSES:

Statement of Compliance - Consultant has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

Drug-Free Workplace Requirements - Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

   1. the dangers of drug abuse in the workplace;
   2. the person's or organization's policy of maintaining a drug-free workplace;
   3. any available counseling, rehabilitation and employee assistance programs; and,
   4. penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

   1. receive a copy of the company's drug-free workplace policy statement; and,
   2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Consultant may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Consultant has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

National Labor Relations Board Certification - Consultant certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a Federal court, which orders Consultant to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

Contracts For Legal Services $50,000 Or More- Pro Bono Requirement - Consultant hereby certifies that Consultant will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Consultant agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

Expatriate Corporations - Consultant hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

Sweatfree Code Of Conduct -

a. All Consultants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Consultant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The Consultant agrees to cooperate fully in providing reasonable access to the Consultant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Consultant's compliance with the requirements under paragraph (a).

Domestic Partners - For contracts over $100,000 executed or amended after January 1, 2007, the Consultant certifies that Consultant is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

5. CONFLICT OF INTEREST: Consultant needs to be aware of the following provisions regarding current or former state employees. If Consultant has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410):

   1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2. No officer or employee shall contract on his or her own behalf as an independent Consultant with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
   2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Consultant violates any provisions of above paragraphs, such action by Consultant shall render this Agreement void. (Pub. Contract Code §10420)

   Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Consultant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Consultant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Consultant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONSULTANT NAME CHANGE: An amendment is required to change the Consultant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Consultant is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Consultant performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Consultant shall not be:
   a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
   b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
   c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Consultants that are not another state agency or other governmental entity.

Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit

AFFIDAVIT

STATE OF _____ §
§
§
COUNTY OF _____ §

The undersigned, being first duly sworn, deposes and says that:

_____
(Contact Name)

is the Official Representative of

_____,
(Offeror's Name)
the Offeror submitting the foregoing Proposal.

(If the Offeror has not yet been formed, modify this form as appropriate to include the names of all of the Principal Participants and to indicate that the Official Representative is signing the form on behalf of all of the Principal Participants.)

The Offeror has carefully examined all documents that form this Request for Qualification and is aware that California High-Speed Rail Authority (Authority) has established an overall project Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for Construction Package 2-3 of the California High-Speed Train System, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Offeror will aggressively exercise Good Faith Efforts to the satisfaction of the Authority to meet or exceed the overall project Small Business goal of 30 percent, consistent with the Offeror's approved Performance Plan developed in accordance with the Authority's Small and Disadvantaged Business Enterprise Program.

_____
Signature

_____
Printed Name

_____
Title

Subscribed and sworn to before me this ____ day of _____ , 20 ____ .

_____ [SEAL]

Notary Public in and for said County and State

My commission expires: _____

Cert. 3: Iran Contracting Certification

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFQ HSR 11-020 Project and Construction Management Services for Construction Package 2-3 of the Initial Construction Segment of the California High-Speed Train System.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

Note: Duplicate this form so that it is signed by the Offeror and all joint venture members of the Offeror.

Cert. 4: Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if an Offeror currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph No. 1 or Paragraph No. 2, or via initials and certification for Paragraph No. 3):

1. _____ Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company below as defined in Public Contract Code section 10476.

CERTIFICATION for Paragraph No. 3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the Offeror to the clause listed above in Paragraph No. 3. This certification is made under the laws of the State of California.

Offeror Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Primary Covered Transactions

This certification applies to the offer submitted in response to this solicitation, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix A to 49 C.F.R. Part 29, the Offeror certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an “x”)

☐ Certify to the above ☐ Cannot certify to the above.

If the “cannot certify” box is checked, attach an explanation of the reasons.

The Offeror shall require any Subconsultant, at any tier, whose contract is equal to or greater than $25,000 to complete this certification form and retain this requirement throughout the term of the contract. A copy of a certification, for Subconsultants, shall be furnished by the Contracting Officer upon request (see Cert. 6).

	Organization Name, Address, and Telephone
Signature of Person Certifying	
Printed Name	
Title	
Date	

Cert. 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Lower Tier Covered Transactions

This certification applies to a subcontract at any tier expected to equal or exceed $25,000, and will be a continuing requirement throughout the term of the contract.

In accordance with the provisions of Appendix B to 49 C.F.R. Part 29, the prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with commission of any of the offenses enumerated in item b of this certification.
- Have not within a 3-year period preceding this offer had one or more public transactions (Federal, state, or local) terminated for cause or default.

(Mark one, below, with an “x”)

☐ Certify to the above ☐ Cannot certify to the above.

If the “cannot certify” box is checked, attach an explanation of the reasons.

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone

Cert. 7: Non-Collusion Affidavit

State of _____ §
§
§
County of _____ §

The undersigned declares:

I am the _____ of _____ ,
(Position / Title) (Company)

the party making the foregoing Proposal, and that the Proposal is:

- NOT made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- Genuine and NOT collusive or a sham.

That the Offeror has NOT directly or indirectly induced or solicited any other Offeror to:

- Put in a false or sham SOQ; and
- Colluded, conspired, connived or agreed with any Offeror or anyone else to put in a sham SOQ or that anyone shall refrain from bidding.

That the Offeror has NOT, in any manner directly or indirectly, sought by agreement, communication or conference with anyone to:

- Fix the Price Proposal of the Offeror or any other Offeror, or
- Fix any overhead, profit, or cost element, or that of any other Offeror, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the SOQ are true.

The Offeror has not and will not, directly or indirectly, for the purposes of effectuating a collusive or sham negotiation, submitted his or her schedule of rates or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, for payment to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

I have the full power to execute, and do execute this declaration on behalf of

_____
(Offeror)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the _____ day of _____ , 20 _____ at _____ , _____ .
(City) (State)

_____
Signature of Affiant

Subscribed and sworn to before me on this _____ day of _____ , 20 _____

at _____ , _____ .
(City) (State)

Seal of Notary Public or
Officer Taking Oath

_____
Signature of Notary Public or
Officer Taking Oath

Cert. 8: Equal Employment Opportunity Certification

To be executed by the Offeror, all joint venture members of the Offeror, and all Subcontractors.

The undersigned certifies on behalf of _____ that:

_____

(Name of entity making certification)

Check one of the following boxes:

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

Check one of the following boxes:

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Offeror, relationship to the Offeror: _____

Cert. 9: Non-Discrimination Certification

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, the Offeror agrees that it will not discriminate against any individual because of race, color, national origin, or sex in any activities leading up to or in performance of the contract for Burbank to Anaheim Corridor Environmental/Engineering Services.

	Organization Name, Address, and Telephone
Signature of Person Certifying	
Printed Name	
Title	
Date	

Cert. 10: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

- No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

Executed this ____day of _____, 20 _____.

Company Name: _____

By: _____
(Signature of Company Official)

_____
(Title of Company Official)

Note:
1) If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.