



April 18, 2017

**INVITATION FOR BID RFX16-16
Addendum 1**

**Property Management Services
Construction Package 1
Avenue 19 (Madera County) to East American Avenue (Fresno County)**

You are invited to review and respond to this Invitation for Bid (IFB) RFX16-16, Property Management Services. In submitting your bid, you must comply with the instructions found herein.

Note that all Agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 610) and Contractor Certification Clauses (CCC 307) that may be viewed and downloaded at the following Internet site:

<http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx>.

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

This Addendum 1 changes the Contractor License requirements. See Sections C1 of the IFB and Exhibit A, Sections 1.4 and 2.6.1 of the sample agreement for these changes.

In the opinion of the California High-Speed Rail Authority (Authority), this IFB is complete and without need of explanation. However, if you have questions or should you need any clarifying information, the contact person for this IFB is:

Thomas McBride
California High-Speed Rail Authority
(916) 330-5646
thomas.mcbride@hsr.ca.gov

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Thomas McBride
Contract Analyst

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Sample Standard Agreement

- 1) Exhibit A - Scope of Work
- 2) Exhibit B - Budget Detail and Payment Provisions
- 3) Exhibit B - Attachment 1, Cost Worksheet
- 4) Exhibit C – GTC 610 General Terms and Conditions
- 5) Exhibit D - Special Terms and Conditions

- 6) Exhibit E – Additional Provisions
- 7) Attachment 2 – CP1 Property Management Inventory
- 8) Attachment 3 – CP1 Map

A) Background Information

The California High-Speed Rail Authority (Authority) is responsible for planning, designing, building, and operation of the first high-speed rail system in the nation. California High-Speed Rail 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, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system 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 state-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

Any services or work performed must be consistent and/or compliant with the conditions set forth 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 2016 Business Plan (2016)
http://www.hsr.ca.gov/About/Business_Plans/2016_Business_Plan.html

B) Purpose and Description of Services

The Authority is seeking a Contractor to provide Property Management Services. The Contractor will maintain and manage lands owned by the Authority and located in Construction Package 1 (CP 1) between Avenue 19 (Madera County) and East American Avenue (Fresno County). A map of this area is attached as Sample Standard Agreement Attachment 3. The total contract amount for any Agreement resulting from this IFB is not to exceed \$1,000,000. The successful Bidder will be compensated on a time and materials basis for actual costs. The Authority does not guarantee the amount of work that will be assigned.

See Sample Standard Agreement (STD 213), Exhibit A, Scope of Work, for a complete description of services.

The estimated start date of the Agreement resulting from this IFB is June 7, 2017. The term will end January 30, 2021.

Bidders are cautioned that no work may begin until the Agreement has been fully executed. If work is performed prior to Agreement execution and the Agreement, for any reason, is not executed, all previous work performed by the Contractor is considered donated to the State and no payment shall be made for that work.

Note: All times listed in this IFB are Pacific Standard Time (PST)

C) Bidder Minimum Qualifications

In order to be responsive to this IFB, the following bidding requirements must be met. Bidders who do not meet all of these qualifications will be eliminated from the competition. Bidders

must meet all of the following mandatory qualifications to the Authority’s satisfaction to be given further consideration. Bidders that fail to meet all these qualifications will not be considered or evaluated further.

1) Mandatory Pass/Fail

The Bidder must submit documentation in narrative form describing, in detail, how the Bidder meets each of the identified requirements/qualifications listed in the Mandatory Qualifications Table. The Bidder will include any necessary supporting documentation (references, certifications, etc.) necessary to validate the Bidder’s qualifications.

MANDATORY QUALIFICATIONS TABLE			
Scoring Criteria		Pass	Fail
1.	A minimum of five years of experience in real property management.		
2.	A minimum of three client references that validate Bidder’s experience.		
3.	A professional resume from the Project Manager indicating a minimum of five years of experience involved with real property management.		
4.	Bidder’s main office is located within one hour travel time of any and all locations of the Project within the designated Construction Package limits.		
5.	Bidder’s team includes individuals with California Real Estate broker or agent’s license and either: 1) a Class A General Engineering Contractor license; or 2) a Class B General Building Contractor license and all applicable Class C Specialty Contractor licenses to perform the services described in the Scope of Work.		
6.	Written documentation that Bidder meets all licensing and permit requirements listed in the Scope of Work and insurance requirements identified in Exhibit E, Additional Provisions		
7.	Disabled Veteran Business Enterprise three percent participation (see section F)		
Pass Marks out of 7 Scoring Criteria:			
Fail Marks out of 7 Scoring Criteria:			

D) Bid Requirements and Information

1) Key Action Dates

It is recognized that time is of the essence. All Bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date
IFB available to Prospective Bidders	March 24, 2017
Final Date to Submit Questions	April 6, 2017
Final Date to Post Responses	April 14, 2017
Final Date for Bid Submission	April 28, 2017 by 4:00pm
*Cost Opening	May 1, 2017 at 10:00am
Notice of Intent to Award	May 2, 2017
Proposed Award Date	June 1, 2017
Estimated Notice to Proceed Date	June 7, 2017 or upon Contract execution

*Dates after Bid Submission are approximations and may be changed, as needed, by the Authority without issuing an addendum.

2) Written Questions/Answers

- a) Questions regarding this IFB must be submitted in writing to the email address of the individual identified on the first page of this document. Questions must be submitted on or before the date stated in Section D) Bid Requirements and Information, 1) Key Action Dates.
- b) Questions and Answers will be provided without identifying the submitter. At the sole discretion of the Authority, questions may be paraphrased by the Authority for clarity.
- c) Written responses to all questions will be collectively compiled and posted, as an Addendum, on Cal eProcure and the HSR website in accordance with the dates specified in Section D) Bid Requirements and Information, 1) Key Action Dates. It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted.

3) Submission of Bid

- a) All Bids must be submitted under **sealed** cover and sent to the Authority by the date and time shown in Section D) Bid Requirements and Information, 1) Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

(Bidder Name)

**IFB #RFX16-16
Property Management Services
DO NOT OPEN**

If the Bid is made under a fictitious name or business title, the actual legal name of the Bidder must be provided.

The Bid price (Attachment 3, Bid Worksheet) and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the Bid Package and marked “IFB RFX#16-16 Sealed Cost Bid – DO NOT OPEN.”

Bids not submitted under sealed cover and marked as indicated may be rejected.

A minimum of one printed original, one printed copy, and one electronic PDF version on CD/DVD of the Bid must be submitted. The PDF version must be printable and searchable, and shall not be password protected. **The Bid Worksheet must not be included on the PDF version of the Bid.**

- b) All Bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the required attachments shall be deemed non-responsive. A non-responsive Bid is one that does not meet the basic Bid requirements. A non-responsive Bid may be rejected with reasonable cause.
- c) All documents requiring a signature must bear an original ink signature of a person legally authorized to bind the bidding firm contractually.
- d) Mail or deliver Bids to the following address:

**California High-Speed Rail Authority
Contracts and Procurement Branch
Thomas McBride
770 L Street, Suite 620
Sacramento, CA 95814**

Bids received after the Final Date for Bid Submission identified in Section D) Bid Requirements and Information, 1) Key Action Dates, will be rejected. Postmarks will not be accepted as meeting this requirement. The Bidder accepts sole responsibility for the timely arrival of the bid. If mailing your bid, please allow sufficient time for internal Authority routing, in addition to United States Postal Service time. **THERE ARE NO EXCEPTIONS FOR ACCEPTANCE OF A LATE BID.**

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

- f) A Bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The Authority may reject any Bid on the basis that it is not responsive or from a non-responsive Bidder, and may waive any immaterial deviation in a Bid. The Authority's waiver of an immaterial deviation or defect shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded the Agreement.
- g) Costs incurred for developing Bids and in anticipation of award of an Agreement are entirely the responsibility of the Bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the Bidder contractually shall sign the Bid/Bidder Certification Sheet, Attachment 2. The signature must indicate the title or position that the individual holds in the firm. An unsigned Bid may be rejected.
- i) A Bidder may modify a Bid after its submission by first withdrawing the original Bid and then resubmitting a new Bid prior to the Bid Submission Deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A Bidder may withdraw its Bid by, prior to Bid opening, submitting a written withdrawal request to the Authority, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new Bid prior to the Bid Submission Deadline. Bids may not be withdrawn without cause after the Bid Submission Deadline.
- k) The Authority may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum made available to all parties who received a Bid Package by posting the addendum on Cal eProcure and the HSR website.
- l) The Authority reserves the right to reject all Bids for reasonable cause. The Authority is not required to award an Agreement.
- m) Bidders are cautioned not to rely on the Authority during its evaluation process to discover and report to the Bidder any defects and/or errors in the submitted documents. Before submitting a response to this solicitation, Bidders should carefully review, correct all errors, and confirm full adherence with the IFB requirements.
- n) Where applicable, the Bidder should carefully examine work sites and specifications. Bidders shall investigate conditions, character, and quality of surface or subsurface of materials or obstacles that might be encountered during the term of any Agreement resulting from this IFB. No additions or increases to the Agreement amount will be made due to lack of careful examination of work sites and specifications.
- o) The Authority does not accept alternate contract language from Bidders. A Bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 610) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

- q) Bid opening will be held at the address listed on page 7 at 10:00 AM on the date specified in Section D) Bid Requirements and Information, 1) Key Action Dates. Bidders may participate in person or via teleconference by calling 1-877-989-2926 and entering the pass code 7743538. Calls will be accepted beginning at 9:50 AM until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Bid opening results will be posted online on the Authority's website on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB.

4) Evaluation and Selection

This section explains how the bid responses will be evaluated. Bid responses will be evaluated for compliance with administrative requirements and completeness.

- a) At the time of bid opening, each bid proposal's total and any small business and/or micro business information will be read aloud. Bids are considered preliminary pending review and verification of applicable Bid requirements such as: small business preference, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. An Agreement will be awarded to the lowest responsive responsible Bidder.
- b) Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. The Authority will check the Bid Submittal Package to verify that all required documents were received. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- c) The Authority will evaluate each bid response to determine its responsiveness to the published requirements.
- d) Bid responses that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected.
- e) Bids which fail to meet all of the requirements identified in Section C) Bidder Minimum Qualifications will not proceed to the Cost Opening.
- f) Award, if made, will be to the lowest responsive and responsible Bidder.
- g) If a discrepancy exists between the sum of the Bid item amounts and the total Bid amount, the sum of the Bid item amounts prevails. If a Bid item amount is illegible or omitted, the Bid may be determined nonresponsive.

5) Tie-Breaker

- a) In the event of a tie, a permissible tie-breaker is a coin toss. If such an event is necessary, all Bidders that had their cost opened will be invited to attend.

6) Award and Protest

- a) Whenever an Agreement is awarded under a procedure which provides for competitive bidding but the Agreement is not to be awarded to the low Bidder, the low Bidder shall be notified by email, overnight courier, or personal delivery five working days prior to the award of the Agreement.
- b) Notice of the proposed award shall be posted in a public place in the California High-Speed Rail Authority, 770 L Street, 6th Floor reception area, Sacramento, CA 95814, for five working days prior to awarding the Contract. In addition, the Notice of Proposed Award (NOPA) will be delivered to the Authority's External Affairs Department for posting onto the Authority's website. The NOPA will also be emailed to each qualifying Contractor.
- c) If any Bidder, prior to the award of an Agreement, files a protest with the Department of General Services (DGS), Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Authority on the grounds that the (protesting) Bidder is the lowest responsive responsible Bidder, the Agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.
- d) Within five days after filing the initial protest, the protesting Bidder shall file with the DGS and the Authority a detailed written statement specifying the grounds for the protest. The written protest must be sent to DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement should be mailed to the Authority, 770 L Street, Suite 620, MS 3, ATTN: Thomas McBride. It is suggested that protests are submitted by certified or registered mail.

7) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the Bidder's expense, unless such expense is waived by the Authority.

8) Agreement Execution and Performance

- a) Service shall start on the express date set by the Authority's Contract Manager after all approvals have been obtained and the Agreement is fully executed.
- b) All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- c) If the Bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the Bidder will be liable to the Authority for actual damages resulting to the Authority therefrom or 10 percent of the amount Bid, whichever is less.

9) Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to, or on behalf of, employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, including, but not limited to, sales and use taxes required by law or otherwise, and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

10) Payment Bond Requirement

The successful Bidder will be required to provide, prior to commencement of work under a Work Request, a Payment Bond for 100 percent of the Work Request, if the Work Request is over \$25,000 and is for public work (see California Public Contract Code Section 7103). The Payment Bond is not required at the time of Bid submittal; however, it is required, as applicable, prior to the start date of the Work Request. This Payment Bond requirement will likely only apply to demolition services.

E) Small Business Preference

A Small Business Preference will be granted on this IFB. Certified small businesses or microbusinesses can claim a 5% preference when submitting a bid on a State contract. A non-small business may receive a preference of 5% if the business commits to subcontract at least 30% of its net bid price with one or more small businesses or microbusinesses.

The preference is calculated by reducing the total bid amount by 5%. The resulting amount is the new total bid amount for the bidder claiming the preference. However, the 5% preference is used only for computation purposes to determine the winning bidder and does not alter the amounts of the resulting contract. A contract awarded on the basis of the 5% preference is awarded to the small business, microbusiness or non-small business for the actual amount of its bid. The value of the preference is limited to \$50,000 when a contract award is based upon award to the lowest compliant bid.

To obtain the preference, firms must be certified as a Small Business or Microbusiness with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) at the time the Bid is submitted or commit to subcontracting a minimum of 30 percent of their net bid price to Small Businesses or Microbusinesses in the categories most appropriate to accomplish the prescribed services. Bidders MUST include updated copies of Small Business or Microbusiness Certificates in order to obtain the preference and include a Small Business Performance Plan describing the contract value and scope of work that will be used to meet the 30 percent goal. The narrative shall also include a description of the approach and processes to be utilized to ensure that the Authority's small business goals continue to be met throughout the term of the Agreement. Bidders can learn more about Small Business Preference at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

F) Disabled Veteran Business Enterprise (DVBE) Program Requirement:

There is a mandatory three (3) percent DVBE requirement for this Agreement. Proposers are responsible for ensuring that Attachment 11, DVBE Declarations (STD 843), reporting DVBE participation, is completed fully as this requirement is considered a pass/fail element.

A qualifying DVBE for this procurement is defined as a person or entity that has 1) been certified by the Department of General Services' Office of Small Business and Disabled Veteran Business Enterprise Services; and 2) that performs a commercially useful function, as defined herein, in providing services or goods that contribute to the fulfillment of the contract requirements for this procurement.

G) Prevailing Wage Rates

State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Fresno and Madera as described in the attached Sample Standard Agreement. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: <http://www.dir.ca.gov>. It is the Bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

H) Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code Sections 2200 et seq., hereinafter "the Act"), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter, "List") are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars or more (see Attachment 5, Iran Contracting Act).

Any person who submits a bid or proposal must complete and submit to the Authority with its bid or proposal the Iranian Contracting Act Certification certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203 (c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal.

I) Darfur Contracting Act

The Darfur Contracting Act, PCC section 10475-10481, applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part) for the reasons

described in PCC section, 10475. All Bidders shall complete the Darfur Contracting Act Certification form, Attachment 6, and submit with Bid.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete Option 1 on the Darfur Contracting Act Certification form, Attachment 6.

A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a proposal for an Agreement with a State agency for goods or services. (PCC section 10477(a)).

Therefore, PCC section 10478 (a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a Bid to a State agency.

A scrutinized company may still, however, submit a Bid for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC section 10477(b).

J) Unruh Civil Rights Act and the Fair Employment and Housing Act

Pursuant to Public Contract Code section 2010, all Bidders must complete Attachment 9, California Civil Rights Laws Certification, certifying compliance with the following:

California Civil Rights Laws: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

Employer Discriminatory Policies: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

K) Motor Carrier Permit

If required by law, the lowest responsive responsible Bidder must provide evidence before contract award that it possesses and maintains in good standing a Motor Carrier Permit (MCP) issued by the California Department of Motor Vehicles (DMV). The Authority will verify that the Bidder has met this requirement prior to Agreement award and may check periodically throughout the term of the Agreement to ensure that the bidder's MCP is in effect and in good standing. Failure to meet this requirement will result in rejection of that Bidder's Bid or termination of the Agreement for default, as applicable.

If the MCP is required, the Bidder shall pay any fees required to obtain and maintain in good standing all necessary licenses and permits to accomplish the work. For more information the Bidder may call its local DMV permit office or the Sacramento DMV Motor Carrier Services

Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit the bidder must have a California "CA Number" issued by the California Highway Patrol (CHP).

To request a CA Number, the bidder may call its local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810. DMV:

https://www.dmv.ca.gov/portal/dmv/?1dmy&urile=wcm:path:/dmv_content_en/dmv/vehindustry/mcp/mcpinfo

L) Subcontractors

Bidder may subcontract portions of the work as defined in the attached Sample Standard Agreement. If subcontractors are to be used they must be included on the Bidder Declarations form GSPD-05-105 (Attachment 10). Bidders must ensure that the subcontractor will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

M) Insurance

The Bidder that receives the Agreement award must submit a Certificate of Insurance providing proof of insurance to the Contracts and Procurement Branch within 10 working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to Exhibit E in the Sample Standard Agreement for the applicable and specific insurance requirements and coverage limits.

The insurance carrier shall provide an endorsement for the additional insured statement as follows:

"The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement."

N) Required Attachments

This bid package requires completion of all Attachments referenced on the Required Attachment Checklist, Attachment 1 of this document.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST

A complete bid or bid response package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the Authority. For your bid to be responsive, all required attachments must be returned. If submitting bids on more than one Construction Package, each bid package shall be submitted separately and each bid package must include all the items. This checklist should also be returned with your bid package.

<u>Attachment</u>	<u>Name/Description</u>
_____	Attachment 1 Required Attachment Checklist
_____	Attachment 2 Bid/Bidder Certification Sheet
_____	Attachment 3 Bid Worksheet (Submit in a separate sealed envelope. See Section D, Bid Requirements and Information)
_____	Attachment 4 Bidder References
_____	Attachment 5 Iran Contracting Act
_____	Attachment 6 Darfur Contracting Act Certification
	<input type="checkbox"/> <i>Check here if you are not required to complete the above attachment.</i>
_____	Attachment 7 Payee Data Record (STD 204) *
_____	Attachment 8 Contractor Certification Clauses (CCC-307) *
_____	Attachment 9 California Civil Rights Laws Certification
_____	Attachment 10 Bidder Declaration (GSPD-05-105)
_____	Attachment 11 DVBE Declarations (STD 843)
_____	Bidder Minimum Qualifications Documentation (Narrative & backup) (See Section C, Bidder Minimum Qualifications of this IFB)
_____	Business License (see Sample Agreement, Exhibit E, Additional Provisions)
_____	Real Estate License
_____	Contractor's License
_____	Insurance Coverage (Standard Agreement, Exhibit E, Additional Provisions) <i>Acknowledgement of ability to meet insurance requirements required with bid response; certificates of coverage must be provided upon contract execution.</i>

* Submittal required upon notice of Contract award.

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the required attachments as an entire package with original signatures. The bid must be submitted in a sealed envelope in accordance with section D, Bid Requirements and Information. If submitting bids on more than one Construction Package, each bid package must include a separate Certification Sheet, each must have original signatures, and each bid must be submitted separately.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Bid Worksheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An unsigned Bid/Bidder Certification Sheet may be Cause for rejection.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9.		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California Contractor's license. This information will be used to verify possession of a Contractor's license for public works agreements.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT 3
BID WORKSHEET

Item No.	Item	Unit of Measure	Unit Price ¹
1	Contract Manager	Per Hour	\$
2	Tenant Services Manager	Per Hour	\$
3	On-Site Security Guard	Per Hour	\$
4	Licensed Plumber (Normal Business Hours)	Per Hour	\$
5	Licensed Plumber (Outside Normal Business Hours)	Per Hour ²	\$
6	Licensed Electrician (Normal Business Hours)	Per Hour	\$
7	Licensed Electrician (Outside Normal Business Hours)	Per Hour ²	\$
8	Administrative Support	Per Hour	\$
9	Board Up (per prototype ³)	Each	\$
10	Weekly Scheduled Services (per Prototype ^{3,4})	Weekly Rate per Property	\$
11	Rental Rate Survey ⁵	Each	\$
12	Irrigation crew (cutting, capping, rerouting, testing, etc.)	Half Day	\$
13	Landscape Maintenance	Per Acre	\$
14	Weed Abatement "Tractor Disking"(agricultural) for areas less than one acre in size	Per Square Foot	\$
15	Weed Abatement "Tractor Disking"(agricultural) for areas one acre or more in size	Per Acre	\$
TOTAL PRICE (Sum of lines 1-15)			\$

Rates for additional services must be approved by ACM prior to starting work. Rates for additional emergency services should be approved by ACM prior to starting work, but in cases where this is not possible rates must be reasonable and based on industry standards.

¹Rates are caps; actual charges may be less but shall not exceed the rate cap. Rates are fully loaded.

²Not to exceed 150% of normal business hours rate.

³Prototype unit is a vacant, 1200 sq ft single family detached house with 14 openings (2 exterior doors, attached garage, 11 3'x5' windows). It is located in a rural setting on a half-acre lot with irrigated landscaping.

⁴Weekly services include visual and security inspection, trash pickup and hauling, graffiti abatement, grass cutting, and weed clearing.

⁵Described in Section 2.5.8.1 of the Scope of Work

ATTACHMENT 4
BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive. Bidder must provide references from business engagements other than the Authority for this bid process. The table below should indicate which references, if any, are government or public agency clients. See Section C) Bidder Minimum Qualifications for reference requirements.

List below three references of similar types of services performed within the last five years.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

ATTACHMENT 5
IRAN CONTRACTING ACT

Any person who submits a bid or proposal must complete and submit to the Authority with its bid or proposal the Iranian Contracting Act Certification certifying that it is not on the most current list of persons engaged in investment activities in Iran. Complete and submit the form available at the link below:

<https://www.documents.dgs.ca.gov/pd/poliproc/IranActCert.doc>

ATTACHMENT 6
DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal. Complete and submit the form available at the link below:

<https://www.documents.dgs.ca.gov/pd/poliproc/darfurcert072010.doc>

ATTACHMENT 7
PAYEE DATA RECORD

Complete and submit the form available at the link below:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 8
CONTRACTOR CERTIFICATION CLAUSES

Complete and submit the form available at the link below:

<http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx>

Contractor Certification Clauses (CCC – 307) is located under “Standard Contract Language”.

ATTACHMENT 9
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

For contracts that exceed \$100,000.00, complete and print the form at the link provided below:

<https://www.documents.dgs.ca.gov/pd/poliproc/CALIFORNIA%20CIVIL%20RIGHTS%20LAWS%20ATTACHMENT.docx>

ATTACHMENT 10
BIDDER DECLARATION (GSPD-05-105)

Complete and submit the form available at the link below:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

ATTACHMENT 11
DVBE DECLARATIONS (STD 843)

The DVBE Declaration shall be submitted for each DVBE that will be a Proposer or subcontractor.

This fill and print form and instructions are available at the link below:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

AGREEMENT NUMBER IFB RFX16-16
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
California High-Speed Rail Authority
CONTRACTOR'S NAME
XXXXXXXXXXXX
- The term of this Agreement is: **XXXXXXXX, 2017 or upon approval by DGS, whichever is later, through January 30, 2021**
- The maximum amount of this Agreement is: **\$ TBD**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	16	Pages
Exhibit B – Budget Detail and Payment Provisions	5	Pages
Exhibit B – Attachment 1, Bid Worksheet	1	Page
Exhibit C* – GTC 610 General Terms and Conditions	1	Page
Exhibit D – Special Terms and Conditions	5	Pages
Exhibit E – Additional Provisions	8	Pages
Attachment 2 – CP1 Property Management Inventory	5	Pages
Attachment 3 – CP1 Map	1	Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) XXXXXXXXXXXX		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING XXXXXXXXXX		
ADDRESS XXXXXXXXXXXX XXXXXXXXXXXX		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME California High-Speed Rail Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING TBD		
ADDRESS 770 L Street, Suite 620, MS 1, Sacramento, CA 95814		

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

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 System (System) 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 System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.

To facilitate the construction of the California High-Speed Rail Project (Project), the Authority requires a Contractor to perform work as described in Section 2 of this Exhibit.

1.1 Contract Management

All inquiries during the term of this Agreement will be directed to the representatives identified below:

Authority	Contractor
Contract Manager:	Contract Manager:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

The Contract Managers may be changed without amendment as specified in Exhibit D, Section 1.

1.2 Right of Way Program

The Division of Real Property within the Authority is actively purchasing property for the System. System requirements include right of way (ROW) for track, sites for electric power substations and ancillary facilities, future station locations, and property for structures such as grade separations and river crossings. The Authority is also acquiring land for mitigation purposes and replacement sites for facilities removed by the project. Most acquisitions are occurring in areas where a Design-Build contract has been awarded. These areas are designated by Construction Package (CP) numbers. There have also been some early acquisitions (EA) and other properties located outside areas where a CP has been established. In certain areas, the Authority is purchasing land in excess of what is required to construct the project.

EXHIBIT A SCOPE OF WORK

The nature of the Design-Build contracts is that property is turned over to the Design-Build contractor (DB) for property management once it is vacated. During the construction period, which is expected to last five years or more, the DB is responsible for property management of all lands owned by the Authority acquired for the project. After construction, the System Operator will be responsible for property management in the operating ROW. Station areas may be the System Operator responsibility or may have special arrangements after construction. The exception to this is property that is purchased in excess of what is required for the project.

1.3 Contract Oversight

Authority staff will supervise the Contractor and Agreement resulting from this IFB. The Division of Real Property will also provide coordination between the DB and the Contractor, oversee leasing and other contractual documents, review and approve payments and invoices, and have authority over all property management functions. The designated Authority Contract Manager (ACM) within the Division of Real Property will have primary oversight of the work and the selected Contractor. The ACM will coordinate services, authorize and direct the work, approve payment, supervise the effort, and evaluate performance.

Specific work assignments and schedule requirements will be set by the ACM. All work must be authorized by a Work Request. The ACM may request work by phone and follow up with an email or written Work Request. The ACM may authorize Task Orders for general tasks and then make specific assignments by Work Request, e.g. "go to parcel number HST#FB-10-0001 at 123 Grove Street and board it up, remove trash from the site, install fencing." For some unusual assignments (e.g. demolition), the ACM will request that the Contractor prepare a work plan and cost proposal and submit to the ACM for approval. Any service over \$5,000.00 will require quotes from three different service providers and approval by the ACM.

The Contractor will be provided with guidance on environmental best management practices (BMPs) to be followed in the management of excess parcels. BMPs will address the following environmental issues:

- agricultural activities on farmland;
- land management activities including vegetation management; rodent and pest control; and fire control that could adversely affect Waters of the US, archaeological resources, or endangered species;
- storm water management;
- property inspections;
- property clearance and demolition;
- historical structures maintenance;

EXHIBIT A SCOPE OF WORK

- historic structures demolition;
- handling of structures with asbestos containing construction materials and lead based paint; and
- handling of hazardous waste and hazardous materials.

1.4 Licensing Requirements

Contractors shall be properly licensed in accordance with the laws of the State of California and shall possess either: 1) a Class A General Engineering Contractor license; or 2) a Class B General Building Contractor license and all applicable Class C Specialty Contractor licenses to perform the services described in the Scope of Work. Contractors shall also possess a California real estate broker license as required for the real property marketing and leasing services described in this IFB. Contractors shall procure all necessary permits, fees, and licenses required by the cities and counties throughout this Agreement. All permits shall be inclusive of the contractor's bid rates.

2. SCOPE OF WORK

2.1 Services Required

The majority of work required by the Authority shall include, but not be limited to, landscape and grounds maintenance and board up of vacated buildings. Contractors should be aware that this Scope of Work covers a variety of property types and a range of existing improvements, both residential and commercial occupancies, and a variety of locations; therefore, there will be occasion for more extensive work.

The maintenance and property management services the Authority requires include, but are not limited to:

- Developing and maintaining a Property Management application in the Division of Real Property's records system and database
- Implementing Property Management Plans which may include the preparation of or contribution to the preparation of them
- Ensuring that environmental BMPs are implemented
- Clearance, removal, and demolition
- Maintenance of buildings and grounds
- Coordination of utilities; stopping or maintaining utility services
- Board-up of existing buildings
- Installing and removing temporary fencing and lighting
- Preparation of interim rental agreements
- Rent collection on behalf of the Authority
- Assuring compliance with existing lease provisions
- Property security services, if required

EXHIBIT A SCOPE OF WORK

- Market survey of rents and property values
- Preparing and marketing property for lease or sale
- Keeping records and maintaining the inventory of real property
- Other services as defined in the Property Management Plan

Services shall be both scheduled maintenance, such as removing trash and weeds, and on-call as-needed services with a 24 hour to 72 hour response time, such as boarding up buildings or graffiti removal. Services may be requested on weekends or on an emergency basis.

Contractors shall maintain available and competent personnel who have a history of successfully providing property maintenance services. The Contractor shall provide all labor, materials, equipment, supplies, notifications, permits, and tools needed to perform the Scope of Work, including removal and disposal of debris. The Contractor's employees must be bona fide employees of the Contractor to perform the work in this Agreement. No "Pick up labor" or "Day labor" may be used on any job.

The Contractor shall leave each work site in a neat and clean condition. The Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.

2.2 Description of property

The Authority requires property management services in its ROW primarily for surplus lands that cannot be separated from the ROW, but are not needed for the Project, and for properties being reserved for exchange or under consideration for ancillary uses. Property management services will also be needed for excess lands that will not be used for the Project and may have the potential to be sold separately.

Services may be required for the period of time after gaining possession of property, but before it is handed over to the DB. The period between possession and delivery to the DB is typically 30 to 180 days. For occupied properties while relocation efforts are ongoing, the interval may be considerably longer. It may also be longer in situations where design changes are under review and in cases where lands are being held for possible exchange as part of the ROW acquisition program.

Another category of property needing service is off-site acquisitions not located within an active construction area, and early acquisitions made in advance of awarding a DB contract. There may be other limited circumstances where property management services will be required.

Managing surplus property is the majority of the work described in this IFB and will demand the most time and attention from the Contractor.

EXHIBIT A SCOPE OF WORK

2.3 Number of Properties

The number of properties will change during the course of the Agreements due to continuing acquisitions of real property and construction advances. Although a current inventory is included in this IFB (Attachment 2), the actual inventory of properties that will be assigned to the Contractor will change over time. Therefore, Attachment 2 is not necessarily the assignments that the Contractor will receive.

The Authority uses a tracking and monitoring numbering system that applies a unique number to each parcel (referred to as the HST number). HSTs may consist of more than one Assessor's parcel, or less than a full Assessor's parcel. Assignments to the Contractor will be made by HST number and the Contractor will be required to keep records and prepare invoices tied to HST numbers.

The Contractor's assignment and workload will be based on the timing of acquisitions, anticipated delivery to the DB, and when tenants relocate. Work assignments specifying tasks, schedule for performance, and HST parcel number will be made by the ACM. The Authority's web-based tracking system will provide an up-to-date list of assignments. There is no guarantee of volume of work or billable time.

2.4 Type of Properties

The inventory of properties includes vacant and improved parcels, occupied and unoccupied buildings, single family and multi-family residential properties, and commercial uses, in rural and urban settings. The majority of assignments will be for maintenance of vacant and unimproved parcels, and for agricultural properties, but also include some higher-value properties improved with commercial buildings and occupied by business tenants.

2.5 Tasks

2.5.1 Property Management Records and Information System

The Division of Real Property maintains a database of real property acquired by the Authority and planned for acquisition. The Contractor shall build on that database to develop and maintain a robust information system that tracks status and condition of all parcels assigned for Property Management. Fields include a unique HST number, Assessor Parcel Numbers, whether improvements or tenants are on site, size of property, land use, and other characteristics. The Contractor shall be responsible for records management related to property management.

2.5.2 Property Management Plans

The Authority relies on ROW Consultants (ROW-C) to acquire most of the property for the Project. Prior to taking possession, the ROW-C will prepare a property management plan (PMP) for each parcel which details the improvements on the property and outlines the type of services that will be required during the management period. The PMP will describe: the site

EXHIBIT A SCOPE OF WORK

improvements and their condition; identify specific maintenance and property management tasks; and a schedule for performance. The PMP will outline the environmental management issues for each parcel and identify which BMPs will be applicable to each parcel or set of parcels related to the activities identified for management of the parcel. For occupied properties, the PMP will also include lease agreements and details relevant to maintenance, and will have information about current tenants. After completing the acquisition, the ROW-C is also responsible for tenant relocation and will coordinate tenant management with the Contractor.

There may be instances where the Contractor will prepare the PMP or cooperate with the ROW-C in writing it.

For improved properties that are unoccupied, the PMP will also outline plans for demolition. In most cases, the DB contractor will undertake demolition. The Contractor will coordinate with the ACM and DB to facilitate site preparation, demolition, and cleanup. The ACM will determine whether properties have been determined historically significant. The Contractor must receive confirmation from the ACM that a property is not historically significant prior to demolishing any structure.

2.5.3 Monitoring and Inspections

The Contractor will conduct periodic inspections (interior and exterior) on a predefined schedule looking for repair needs, safety hazards, code violations, lease violations, etc., and report to the ACM on conditions. The Contractor will make recommendations for maintenance, repair, or security improvements. The Contractor will propose revisions or additions to the PMP for individual properties based on conditions and anticipated duration of tenant occupancy and Authority possession.

2.5.4 Maintenance and Repair Work

2.5.4.1 General Responsibilities

The Contractor shall provide and oversee an in-house maintenance crew, establish a policy to identify and deal with repair needs, and maintain and monitor a 24 hour emergency repair hot-line.

The Contractor shall provide a network of licensed, bonded, and properly insured contractors who have been vetted for quality, well-priced work.

The Contractor shall assign jobs to different parties (in-house employees, handyman and professional contractors) based on who will do the best job for the best price.

The Contractor shall establish a preventative maintenance policy to identify and deal with repair needs

EXHIBIT A SCOPE OF WORK

The Contractor shall coordinate with ACM, ROW-C, and DB.

Any work or material that may be found to be substandard or not in compliance with code will subject the Contractor to a call back to redo the job and bring the job up to standard code. Any work done on a call back and the materials required will be at the Contractor's own expense including trucks used to pick up trash and debris. If work by a Contractor necessitates a third call back to complete/correct jobs, the Contractor is hereby advised that this shall be considered a poor work record and may constitute grounds for contract termination.

Services may include, but are not limited to:

- General plumbing and irrigation repairs
- Painting
- General building repairs
- Roof Repairs
- Electrical
- Fence Repairs
- Parking Lot Repairs
- Capping wells and septic systems
- Tree removal

2.5.4.2 Outdoor Maintenance

The following activities shall be implemented according to the parameters and limitations identified in the environmental BMPs:

- **Disking:** The Contractor shall disk if disking is designated in the PMP and the parcel is of sufficient size to accommodate tractor drawn equipment. The tractor used for this work will be a wheel tractor with a minimum of 70hp and a seven foot (7') disk. The disk shall be set at an angle sufficient to cut the sod growth under and each disking shall destroy and bury the growth of weeds existing at that time. The Contractor shall operate as closely as possible to side and rear property boundary.
- **Tractor Mowing/Walk Behind Power Mowers:** include cutting grass, weeds, and other vegetative growth to no higher than one inch (1") without killing vegetation, disturbing soil, or destroying grade slope. The Contractor must remove all cutting and debris from the work site. Tractor Mower must have a minimum of 15hp and a 42-inch cutting width. The Walk Behind Power Mower must meet a minimum of 13hp and with a depth of 36 to 48 inches.
- **Contractor use of Hand Mowing** includes the following tools: weed eaters (minimum of 1.4cu inch, 1.1hp at 7,500 rpm), blowers, hedge trimmers, and brush cutters. The Contractor shall use these tools on smaller areas, fences, trees, and difficult to reach areas.

EXHIBIT A SCOPE OF WORK

If hand mowing is employed, the weeds shall be cut to within two inches (2") of the soil surface with an approved hand mower. Cuttings resulting from mowing shall be removed. All weeds/overgrown weeds must be removed, including weeds along fences, walls, roadsides, and pavements. No debris is to be left on the lot; it must all be removed by machine or by hand.

- When it is impractical to use a tractor or hand mower the weeds shall be removed by hoe, rake, or other means. All material accumulated must be legally disposed of daily.
- Contractor shall provide dust control using water as required by Fire District regulations, ordinances, or local agencies.
- Removing and disposing trash and debris: The Contractor is to remove and legally dispose of all trash, leaves, and clippings from the work site.
- The transportation of weeds, trash and debris shall be in compliance with all laws and regulations of the State of California
- Secure existing gates with chain and lock (keys to be provided by ACM)
- Repair of irrigation lines, including agricultural irrigation
- Well and pump repair or maintenance
- Repairs of downed signs
- Trim trees and bushes that are four feet (4') above ground level or less
- Sidewalk and hardscape cleaning
- As-needed cleaning of windows
- Cutting and disposing of weeds and plant material
- Erosion control and maintenance of drainage systems
- Fence maintenance
- As-needed relocation of litter receptacles
- As-needed removal or painting-over of graffiti on walls and fences
- Trim tree limbs on emergency basis
- The majority of the lots will need to be cleaned quarterly, however the Contractor may be called out more/less frequently as designated in the PMP.
- No hazardous materials or waste will be removed or handled by the Contractor. The Contractor shall notify the ACM of any hazardous materials immediately upon discovery.

2.5.4.3 Building Maintenance – Vacant Buildings

The following activities shall be implemented according to the parameters and limitations identified in the environmental BMPs:

- Exterior cleaning and graffiti abatement
- Gutter and drain clearing
- Painting (as needed)
- Cleaning and repair of windows and glazing
- Maintenance and repair of doors and locks
- Rodent and pest control

EXHIBIT A SCOPE OF WORK

- Opening facilities for sampling and testing of building materials

2.5.4.4 Building Maintenance – Occupied Buildings

- Conform to lease terms and obligations as well as good business and landlord practices
- Provide a hotline or other means for tenants to alert Contractor of need for urgent repairs

2.5.5 Remodeling and Tenant Improvements

The following activities shall be implemented according to the parameters and limitations identified in the environmental BMPs:

- Relocated commercial tenants may require improvements to the destination location to make it suitable for their occupancy. Contractor may be asked to prepare a bid for making tenant improvements to the site.
- Properties owned by the Authority may require improvements in order to make them suitable for new tenants. Contractor may be asked to prepare a bid for making tenant improvements to the site.

2.5.6 Property Clean-Ups, Board Ups, and Security Services

The activities listed below shall be implemented according to the parameters and limitations identified in the environmental BMPs: Services may include, but are not limited to:

- Remove trash, unwanted materials, weeds and trim back overgrown vegetation
- Drain swimming pools
- Secure structures (board-up windows, doors and any other unsecured openings to bar entrance to a commercial or residential building)
- Security patrol
- Install security lighting
- Secure perimeter of structure or property with chain link fencing.
- Notify ACM of trespass or encroachment

2.5.7 Utility Coordination

2.5.7.1 Arrange utility services

- Assure turn on and turn off of electric, gas, water, sewer, garbage pickup, and other utilities as required
- Notify utility provider of correct owner and responsible party information

2.5.7.2 Assure payment of utilities

- Request direct payment from Authority Accounting to Utility provider
- Prepare and submit monthly report on utility payments for each property

EXHIBIT A
SCOPE OF WORK

2.5.8 Demolition and Clearing

Demolition and clearing will, in most cases, be handled by the DB; however, there may be isolated cases where the Contractor will be directed to obtain permits, arrange for demolition, remove debris, and dispose of debris properly.

The Contractor may be requested to demolish existing structures or improvements on property that is not required for the Project or will not be delivered to the DB. It's anticipated that major demolitions would be performed by a qualified subcontractor. Responsibilities include assuring safety, obtaining necessary permits, and coordinating activities with local government agencies. Property clearance may include removing debris, hauling scrap, and diking or blading the ground surface. Prior to demolition of any structure, the Contractor must receive confirmation from the ACM that a property is not historically significant.

In the event that the Contractor is required to perform demolition and clearing services, the Contractor must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in the California Labor Code Sections 6500 and 6705 prior to the initiation of any practices, work method, operation, or process related to the demolition of any building, structure, falsework, or scaffold more than three (3) stories high or the equivalent height (36 feet); or, any construction or excavations of trenches which are five feet (5') or deeper.

Any asbestos-related work shall be performed by a properly licensed Asbestos Abatement Contractor or subcontractor, certified by the CSLB and registered with the Department of Industrial Relations, CAL-OSHA. A Contractor who is not certified pursuant to Business and Professions Code Section 7058 may bid on and contract to perform a project involving asbestos-related work as long as the asbestos-related work is performed by a subcontractor who is certified and registered pursuant to Business and Professions Code Section 7058 and Section 6501.5 of the Labor Code. The Contractor and/or subcontractor must provide proof of certification, registration, and be bondable for asbestos-related work. Prior to asbestos removal from any building, the Contractor must receive confirmation from the ACM that a property is not historically significant.

Lead abatement work, if required, shall only be performed by a person certified by California Department of Public Health as a lead supervisor or a lead worker under the direction of a lead supervisor pursuant to Title 17 of the California Code of Regulations, Section 35001 et. seq. If lead abatement is required, Contractor or subcontractor shall provide proof of such certification at the time the lead abatement plan is submitted to Contract Manager. Proof that the lead abatement plan has been prepared by a person who is properly certified by California Department of Public Health shall also be provided to the ACM at the same time.

EXHIBIT A SCOPE OF WORK

2.5.9 Outgrants and Exchange of Excess Property

During the course of the Project, excess property may be exchanged or granted to other parties and the need may arise to grant utility or access easements on property being retained by the Authority. In such cases, the Contractor shall, at the request of the ACM and under the ACM's direction, coordinate the exchange or outgrant and assemble necessary documentation. This task may include, but not be limited to, verifying legal descriptions, obtaining signatures, assembling documents, revising property management records, writing statements explaining the grant or exchange, preparing accounting statements and forms, and notifying Authority staff and others.

2.5.10 Market Survey and Preparation for Sale

As design and construction proceeds, some properties may be identified as excess and made available for sale. Should any properties be declared excess, the Authority may use an auction process to sell property at its fair market value. The Contractor will provide support services including, but not limited to:

- Market survey to determine values and demand for subject property
- Creating and posting targeted advertising or notices of upcoming auction
- Preparing the property for sale
- Conducting inspections and tours
- Staff support at the auction

2.5.11 Tenant Services

Most tenants of the Authority were in place when the property was acquired; they are previous owners or existing tenants who entered into lease or rental agreements with the previous owner, and the Authority is presently in the process of assisting them in relocating. Consequently, most tenants will be short term and there will be few occasions for re-tenanting properties. Some tenants will require review and renewal or substitution of their lease agreements. The Contractor will work with the ACM to estimate the duration of tenancy and the particular goals and objectives for tenancy of each occupied property.

The range of services that may be required on occupied properties is as follows:

2.5.11.1 Rental rate evaluation and rent up

- Perform detailed documentation of the interior and exterior including photos
- Offer recommendations on repairs and cosmetic improvements

EXHIBIT A SCOPE OF WORK

- Gather data on rental rates in the area and work with ACM to determine the fair market rental rate. Rent research will vary, but should include looking at recently rented comparable properties according to size and type
- Discuss with ACM the proposed rental policies such as accepting pets, allowing smoking, etc.
- Prepare and market the property for rent. Create ads tailored to the property and advertising medium. Work with other realtors and leasing agents to find a suitable and qualified tenant
- Field calls from prospective tenants for questions and viewing; meet prospective tenants for showings; provide prospective tenants with rental applications
- Perform a background check to verify identity, income, credit history, rental history, etc.; grade tenant according to pre-defined tenant criteria; inform tenants whose applications are denied

2.5.11.2 Tenant Move In

- Draw up leasing agreement
- Confirm move in date with tenant
- Review lease guidelines with tenant including, but not limited to, rental payment terms and required property maintenance
- Ensure all agreements are properly executed
- Perform detailed move in inspection with tenant and have tenants sign a report verifying the condition of the property prior to move in
- Collect first month's rent and security deposit and forward to Financial Operations Section (see Exhibit B, 2.4 for address). Checks shall be made payable to California High-Speed Rail Authority

2.5.11.3 Evictions and Legal Actions

- Prepare and file relevant paperwork to initiate and complete an unlawful detainer action
- Coordinate with law enforcement to remove tenant and tenant's possessions from unit
- Advise Authority in the event of a legal dispute or litigation
- Understand and abide by the latest local, state, and federal legislation that apply to renting and maintaining rental properties

2.5.11.4 Inspections

- Perform periodic inspections (inside and outside) looking for repair needs, safety hazards, code violations, lease violations, etc.
- Send ACM periodic reports on the condition of the property
- Conduct inspections during tenant move in/out

2.5.11.5 Tenant Move Out

EXHIBIT A SCOPE OF WORK

- Inspect unit and fill out a report on the property's condition when the tenant moves out
- Provide tenant with a copy of the report as well as estimated damages
- Return the balance of the security deposit to the tenant
- Clean unit and perform any needed repairs or upgrades
- Re-key the locks

2.5.11.6 Lease and Tenant Record Keeping, Reporting and Financial Services

- Receive rent and forward to Financial Operations Section. Checks shall be made payable to California High-Speed Rail Authority.
- Monitor and follow up on late payments; send out pay or quit notices; enforce late fees
- Provide accounting of property management services. Document expenses via invoices and receipts
- Facilitate payments (utilities, insurance, HOA dues, etc.): review requests for payment for accuracy and forward to Financial Operations Section
- Maintain all historical records (paid invoices, leases, inspection reports, warranties, etc.)
- Enter data in Authority's database or other Property Management inventory and tracking system
- Coordinate with ACM, ROW-C, DB, Authority legal, and other as required

2.6 Performance Standards

2.6.1 General requirements

Contractor shall provide all required services to conform to all landlord responsibilities as identified in existing leases and to maintain property in condition equal to or better than neighborhood standards. The overall objectives include protecting the property from vandalism, encroachment, or other misuse, as well as taking measures to ensure public safety prior to turnover to the DB.

Contractors shall be properly licensed in accordance with the laws of the State of California and shall possess either: 1) a Class A General Engineering Contractor license; or 2) a Class B General Building Contractor license and all applicable Class C Specialty Contractor licenses to perform the services described in the Scope of Work. The Contractor shall provide crew members needed to finish the work within the required completion time as specified by the Authority. The Contractor shall be responsible for determining the appropriate number of crew required to complete work to the satisfaction of the Authority.

Hourly rate shall include labor, tools, equipment, taxes, vehicles, fuel, overhead, and profit. Materials shall be billed as used on each project; receipts must be provided to the Authority upon invoicing. The Contractor shall use its predetermined local dumpsite(s) for any disposal of items removed from ROW properties. The Contractor shall pay any and all disposal site charges. These charges and fees are included as part of the Contractor's rates.

EXHIBIT A SCOPE OF WORK

2.6.2 Recordkeeping and Inventory

The Contractor shall provide reporting and recordkeeping as requested by the Authority. This includes, but is not limited to, providing periodic reports about work conducted or progress made and maintaining the property inventory including identifying properties that may be candidates for sale or exchange. This task shall include entering data in the ROW Division's web-based database and information management systems and generating reports.

2.6.3 Response Times

2.6.3.1 Scheduled Services

Contractor will be responsible for determining appropriate number of crew members needed to finish the required work within the completion time as specified by the ACM. The Contractor shall provide a schedule for recurring and planned services that is consistent with the PMP and approved by the ACM. The schedule will identify tasks, propose duration and frequency for performance, and specify days or dates for individual properties, e.g. "Pick up and disposal of trash at location HST#X, every Tuesday before 2:00 p.m."

2.6.3.2 Call-Out Services

The ACM will call or notify the Contractor and request a site inspection and a quote. The Contractor must not start work until the quote has been reviewed and approved. Upon approval of the quote, the ACM will notify the Contractor to proceed with performing the work. The Contractor is required to be on site and working within 72 hours. Work must be completed within 72 Hours of being on site.

2.6.3.3 Emergency Services

The Contractor is required to provide emergency services and respond 24 hours a day, seven days a week, when needed. The hourly rate for Emergency Services shall include labor, tools, equipment, taxes, vehicles, fuel, overhead, and profit. Materials shall be billed as used on each project; receipts must be provided to the Authority upon invoicing.

The Contractor is required to be on site and working within two (2) hours of being notified.

2.6.4 General Requirements for Maintenance and Repair Work

The Contractor shall comply with the following requirements:

- Cost of abatements/contractor work shall not exceed industry standards.
- All abatements/contractor work shall be performed to the satisfaction of the ACM. The general standard shall be in compliance with lease obligations and equal to or better than neighborhood standards.
- All contractor work must be performed under the requirements and regulations of all Federal and State laws, as well as all local ordinances.

EXHIBIT A SCOPE OF WORK

- If necessary, and only after showing good cause, the Contractor may request additional work hours to complete the abatement, which will be reviewed by the ACM and will require approval prior to proceeding with the work.
- Employees and subcontractors performing onsite work must have the ability to contact the Fire and/or Police Departments, as well as the ACM in the event of an emergency.
- The Contractor shall be responsible for photographs (size 4" x 6") of the work site both immediately prior to and immediately after the end of the work. If the work requires more than one (1) day, photographs will be taken at the end of each work day. All photographs are to be in color and electronically timed and dated.
- All invoices must be received no later than 30 days after date of service and no more than monthly in arrears. All invoices that include repair work or remodeling must include pictures of before the abatements/contractor work commenced and after the work was completed.

2.6.5 Materials and Methods

2.6.5.1 Materials for board-ups and securing properties may be specified by the Authority or by local agencies. Minimum standards may be established for materials and installation methods, including but not limited to:

- Minimum thickness and grade of plywood (exterior)
- Wood dimensions and grades
- Fasteners and screws
- Anchor bolts or nut and bolt combinations
- Tarps
- Temporary chain link fencing
- Chain Link Mending Wire and Hardware
- Paint
- Wood Frame Openings and supports or bracing
- Metal Frame Openings
- Application and spacing of wood screws
- Painting and paint grades.
- Fencing materials and treatment

3. TERM

- 3.1 The term of this Agreement is identified in Section 2 of the Standard Agreement (STD. 213).

4. AMENDMENT

- 4.1 This Agreement may be modified by contract amendment with mutual consent of the parties as to scope, time, amount and other provisions to the extent allowable by

EXHIBIT A
SCOPE OF WORK

- law. The amendment shall be made in accordance with GTC 610, Section 2. Amendment.
- 4.2 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed, by the parties, and approved by the ACM. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 4.3 The Contractor shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the ACM.
- 4.4 There shall be no change in the Contractor's Project Manager or key members of the project team, as listed in Exhibit B, Attachment 1, without prior written approval by the ACM. If the Contractor obtains approval from the ACM to add or substitute personnel, the Contractor must provide the Personnel Request Form or written request on Contractor's letterhead, a copy of the resume for the additional or substituted personnel, and a copy of the certified payroll for that person.
- 4.5 This provision is in addition to the Amendment requirements contained in the GTC-610. If this provision conflicts with the GTC-610, the terms of the GTC-610 control over the terms of this clause.
- 4.6 The Contractor shall execute a new California Civil Rights Laws Certification to accompany any amendment to this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1 BUDGET CONTINGENCY CLAUSE

- 1.1 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, if applicable, 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 successful Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- 1.2 After execution or commencement of this Agreement, if the 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 further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.
- 1.3 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 State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

2 INVOICING AND PAYMENT

- 2.1 For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the ACM, the Authority agrees to compensate the Contractor in accordance with the rates specified in Exhibit B, Attachment 1, Bid Worksheet. The Contractor agrees to compensate all subcontractors with the same payment structure. The rates in Exhibit B, Attachment 1 are rate caps and shall not be exceeded.
- 2.2 No payment shall be made in advance of services rendered.
- 2.3 The total amount payable by the Authority for this Agreement shall not exceed the amount on the Std. 213. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less.
- 2.4 Provide one original and two copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 30 calendar days after completion of each billing period or upon completion of a task to:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS3
Sacramento, CA 95814
accounting@hsr.ca.gov

(1 original and 1 copy)

AND

ROW Division

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

3 STATE GENERAL PREVAILING WAGE RATES

- 3.1 The Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- 3.2 Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- More than \$25,000 for public works construction or,
 - More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- 3.3 Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

4 STATE PREVAILING WAGE DETERMINATIONS

- 4.1 The General Prevailing Wage Rate Determinations applicable to the project are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project may be obtained from the Department of Industrial Relations Internet site at: <http://www.dir.ca.gov/>
- 4.2 After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

5 PAYMENT REQUEST FORMAT

- 5.1 The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy.
- 5.2 A request for payment shall consist of, but not be limited to, the following:
 - 5.2.1 Agreement number, date prepared, and billing period.
 - 5.2.2 The Contractor's rates by individual, inclusive of fees (hourly rate, fringe, indirect/overhead, general and administrative, fee, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
 - 5.2.3 Other direct costs, including special equipment if requested by the Authority, travel, miscellaneous, and materials.
 - 5.2.4 An indication if the Contractor is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise. Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.
 - 5.2.5 Backup documentation for audit purposes: The Contractor shall retain back-up documentation for audit purposes available to the Authority upon request. The Contractor 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.
 - 5.2.6 Receipts for travel, including departure and return times.
 - 5.2.7 Position or task (as specified in Exhibit B, Attachment 1 and by reference to Task Orders, when applicable): cumulative amounts, budgeted per Agreement, billed to date, current billing, and balance of funds.
 - 5.2.8 Documentation to support the progress of the work performed during the billing period.
 - 5.2.9 A narrative that documents the progress of the work during the billing period.
 - 5.2.10 Any other deliverables due during the billing period.
 - 5.2.11 Subcontractors' and vendors' invoices.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

6 TRAVEL AND PER DIEM RATES

- 6.1 The Contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at the following website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- 6.2 All travel not specified in a work plan and/or Task Order requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Contractor's approved office location. Travel to the Contractor's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.
- 6.3 The Contractor must retain documentation of travel expense in its financial records. The documentation must be listed by trip and include dates and times for departure and return.

7 COST PRINCIPLES

- 7.1 The Contractor agrees to comply with procedures in accordance with OMB A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments.
- 7.2 Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-87, as amended, or 49 C.F.R. Part 18, are subject to repayment by the Contractor to the Authority.
- 7.3 The Contractor 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.
- 7.4 Any costs for which payment has been made to the Contractor 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 Contractor to the Authority.
- 7.5 Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

8 PROMPT PAYMENT ACT

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

9 EXCISE TAX

- 9.1 The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. 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. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

10 Invoice Disputes

- 10.1 Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor 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 the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within 15 working days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

**ATTACHMENT 1
BID WORKSHEET**

This space is reserved for the successful Bidder's Bid Worksheet.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

GTC 610

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 610, is not included in the standard agreement package. As indicated on the STD 213, a copy of Exhibit C can be found at the internet site:

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

If you do not have internet access, or otherwise cannot access the GTC 610, please contact the Contract Analyst below to receive a copy:

Thomas McBride
770 L Street, Suite 620 MS 3
Sacramento, California 95814
916-330-5646

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. CONTRACT MANAGEMENT

- A. The Contractor's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Contractor may change its Project Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Project Manager. This approval shall not be unreasonably withheld.
- B. The Authority may change its Contract Manager at any time by giving written notice to the Contractor.

2. SUBCONTRACTS

- A. Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor 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 Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- B. The Contractor 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 the Bidder Declaration.
- 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 Contractor shall pay its subcontractors within seven (7) calendar days from receipt of each payment made to the Contractor 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.
- F. All applicable Contractors shall submit monthly progress reports on small businesses, including Disabled Veteran Business Enterprise utilization to the Authority. The Authority and Contractor will keep a running tally of actual invoiced amounts by small businesses for work committed to them during the Agreement performance. The "Monthly Small Business

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

Invoice Report Summary and Verification” will be used to keep the running tally. The Small Business Invoice Report Summary and Verification reporting requirements captures Small Business utilization at all tiers. This requirement shall also include any amended portion of the Agreement.

- G. All Contractors shall submit the Small Business Invoice Report Summary and Verification as an attachment to and as verified by the invoice cover fact sheet submitted with each invoice. Civil penalties for knowingly providing incorrect information on Small Business Invoice Report Summary and Verification is in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military and Veterans Code § 999.5(d)).
- H. The monthly Small Business Invoice Report Summary and Verification is designed to capture and verify the following information.
1. Name of each small business participating under the respective Agreement.
 2. Type of work assignment designated to each small business.
 3. The eligible dollars committed to each small business.
 4. The eligible dollars invoiced to each small business during the reporting period.
 5. The dollars invoiced to date for each small business.
 6. The dollars invoiced to the small business as a result of a change order or other cost modification.
 7. The dollars invoiced to date as a percentage of the total commitment to each small business.
 8. The tier hierarchy of each Subcontractor.
 9. An Authorized Contractor’s Signature that certifies under penalty of perjury that it has complied with all Small Business Program requirements, including prompt payment and retainage requirements per state laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

3. 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 Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

- B. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasion.
- C. The Contractor shall not comment publicly to the press nor any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor'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 Contractor 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. Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all non-public, business-related information, written or oral, disclosed or made available to Contractor, directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates or representatives to the Contractor.
- F. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

4. CONFLICT OF INTEREST

- A. The Contractor 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 Contractor 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 Legal Department, 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 that performed the same nature and scope of work as the Contractor.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

5. 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. To the extent consistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement as in Section 5.A above will be decided by the ACM, who may consider any written or verbal evidence submitted by the Contractor. The decision of the ACM, issued in writing, will be the final decision of the Authority. The final decision of Authority is not binding on the Contractor.
- 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 ACM will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

6. TERMINATION

- A. This Agreement can be terminated at any time by mutual agreement of both Parties.
- B. Termination for Cause: In accordance with Section 7 of the GTC 610, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- C. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor if terminated for convenience of the Authority.
- D. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor 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 Contractor 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.

7. NON-WAIVER

- A. 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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

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 Contractor 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.

8. CAPTIONS

- A. The clause headings appearing in this Agreement 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.

9. STOP WORK

- A. The ACM may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the work tasks in this Agreement.
- B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- C. The Contractor shall resume the stopped work only upon receipt of written instruction from the ACM canceling the stop work order.

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

10. PAYMENT BONDS

Prior to commencement of work under a Work Request for work that involves public work, the Contractor shall submit a Payment Bond for 100% of the Work Request if the Work Request is over \$25,000. The Payment Bond is due prior to the start date of the Work Request. No work may commence without receipt of a valid Payment Bond as noted herein. Public work includes the erection, construction, alteration, repair, or improvement of any state structure, building, road, or other state improvement of any kind (see California Public Contract Code Section 7103).

**EXHIBIT E
ADDITIONAL PROVISIONS**

1. ORDER OF PRECEDENCE

A. The Work to be performed under this Agreement shall be in accordance with the scope of work as detailed in Exhibit A. In the event of any inconsistencies or ambiguities in this Agreement the following documents shall be used to interpret the Agreement in the order of precedence stated:

1. Terms of this Agreement, and any Agreement Amendments
2. The Authority's IFB dated March 24, 2017

2. ACCESS TO SITES AND RECORDS

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

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 Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.

B. "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor 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 be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement. "Generated data," as defined herein, shall not include proprietary data, as defined below.

C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either 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 Contractor throughout the term of this Agreement and thereafter. The extent of the Authority access to, and the testimony available regarding the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

**EXHIBIT E
ADDITIONAL PROVISIONS**

4. STANDARD OF CARE

- A. The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (The Contractor's "Standard of Care"):
1. 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;
 2. 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
 3. The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

5. LEGAL NOTICE

- A. 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.
- B. 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:

Contractor: Name/Title Company Address City, State, Zip Code Telephone	Authority: Thomas Fellenz, Chief Counsel California High-Speed Rail Authority 770 L Street, Suite 620 MS1 Sacramento, CA 95814 Telephone: (916) 324-1541
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- C. The project representatives identified in Exhibit A, Section 1.1 shall be notified via email when a notice is sent.
- D. 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.

**EXHIBIT E
ADDITIONAL PROVISIONS**

6. LICENSES AND PERMIT

- A. The Contractor 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 Agreement.
- B. If the Contractor is located within the state of California, a business license from the city/county in which the Contractor is headquartered is necessary; however, if the Contractor is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Contractor'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 Agreement, Contractor 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 Contractor 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 Agreement upon occurrence of such event.

7. INDEMNITY

To the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless Authority and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or Subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement. Contractor shall assure that contracts with Subcontractors, if any, shall contain these same indemnity provisions in favor of the indemnified parties.

8. INSURANCE

- A. Without limiting the Contractor's indemnification of the Authority, and prior to commencement of the Work, the Contractor 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.

- i. Workers' Compensation Insurance

- Contractor shall maintain Workers' Compensation Insurance (Statutory Benefits and Employer's Liability Insurance (with limits of no less than one million dollars (\$1,000,000)).

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Contractor shall submit to Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority and the Indemnified Parties.

ii. General Liability Insurance

Contractor 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 general aggregate. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

iii. Automobile Liability Insurance

Contractor 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 Contractor 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 two million dollars (\$2,000,000) combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

9. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.

Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of three million dollars (\$3,000,000) 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 Contractor's bid.

10. POLLUTION LIABILITY

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than one million dollars (\$1,000,000) per incident and an annual aggregate amount of two million dollars (\$2,000,000) shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

11. BUILDER'S RISK/INSTALLATION FLOATER (OPTIONAL)

During the term of this Agreement, Contractor shall maintain in force, at its own expense, Builder's Risk/Installation Floater covering contractor's labor, materials and equipment to be used for completion of the work performed under this Agreement against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the

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Agreement improvements. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

12. OTHER PROVISIONS OR REQUIREMENTS

A. Proof of Insurance

Contractor shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. A copy of the endorsement or policy language adding the Authority and Indemnified Parties as Additional Insureds shall be furnished to the Authority prior to commencement of work or services under this Agreement. All insurance certificates and endorsements must be approved by Authority's Risk Manager prior to commencement of work. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. Duration of Coverage

Contractor shall procure and maintain for the duration of the contract 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 Contractor or Contractor's agents, representatives, employees or Subcontractors. Contractor agrees to maintain professional liability insurance for a period of no less than three years after completion of the work under this Agreement.

C. 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 the Contractor or the Authority will withhold amounts sufficient to pay premium from the Contractor's payments. In the alternative, the Authority may cancel this Agreement.

D. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the 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 Contract Manager.

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E. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall allow the named insured to waive its right of recovery before loss, or shall be endorsed to waive subrogation against Authority, and the Indemnified Parties. Contractor hereby waives its own right of recovery against Authority, and shall require similar written express waivers from each of its Subcontractors.

F. Enforcement of Agreement Provisions (non estoppel)

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

G. Requirements not Limiting

Requirements of specific coverage features or limits contained in this Section 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. Additional insured endorsements or policy provisions that attempt to limit the insurer's obligation to the additional insureds to any amount less than the policy amount will not be acceptable to the Authority.

H. Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to 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.

I. Additional Insured Status

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

J. Authority's Right to Revise Specifications

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

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ADDITIONAL PROVISIONS

K. Self-insured Retentions and Deductibles

With the exception of professional or errors and omissions liability insurance, self-insured retentions are not acceptable unless approved by Authority. Authority reserves the right to require that any such 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 Authority. Payment of any deductibles or approved self-insured retentions is the responsibility of Contractor.

L. Claims

Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve claims against Authority. Authority shall promptly notify Contractor of claims or suits, and submit to contractor notice of such claims or suits it receives for which Contractor's coverage may apply. Contractor will promptly tender such claims to its insurers and provide prompt confirmation to Authority of such tender.

M. Additional Insurance

Contractor 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 prosecution of the Work.

N. Subcontractors

To the extent Contractor engages the services of Subcontractors, Contractor agrees to require the following insurance from Subcontractors:

- Commercial General Liability (and Excess or Umbrella as required to meet limits)
- Automobile Liability
- Workers' Compensation
- Contractor's Pollution Liability (for construction contracts involving excavation or any other pollution exposures)
- Builder's Risk (for renovation or building construction if appropriate)
- Professional Liability (if a professional liability exposure exists)
- Other Insurance as appropriate for the work

The limits for Subcontractors shall be no less than one million dollars (\$1,000,000) for liability insurance. Higher limits are at discretion of Contractor. Contractor shall be

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responsible to collect from all subcontractors and maintain evidence of compliance with insurance requirements, and shall produce such evidence to Authority upon demand.

13. CONTINGENT FEE

- A. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. NON ELIGIBLE ALIEN CERTIFICATION

- A. In accordance with 8 U.S. Code Section 1621, the Contractor certifies by execution of this Agreement, that they are not an alien who is not:
1. A qualified alien (as defined in 8 U.S. Code § 1641),
 2. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or
 3. An alien who is paroled into the United States under Section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year.



Extension of CP 1 Package Limits from Ave 17 to Ave 19

LEGEND

HSR Alignment

HSR Station

CONSTRUCTION PACKAGE 1 LIMITS:

Northern End - Avenue 19

Southern End - E. American Avenue