CALIFORNIA
High-Speed Rail Authority

Request for Qualifications for Environmental and Engineering Services on the San Francisco to San Jose and San Jose to Merced Project Sections

RFQ No.: HSR1#-##

Month ##, 201#

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INTRODUCTION AND PURPOSE OF SOLICITATION

1.0 California High-Speed Rail Authority

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. Phase 1 service will connect San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The 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 statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

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

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

After execution or commencement of this contract, if Congress or the State Legislature does not appropriate sufficient funds for the program, the Authority shall have the option to either: 1) cancel the contract with no further liability occurring to the Authority; or 2) amend the contract and reduce the scope of work to reflect any reduction in funds.

Offerors acknowledge that any services or work performed is consistent and/or compliant with the conditions set within the following:

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012): http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf.
- California High-Speed Rail Program 2014 Business Plan (2014): http://www.hsr.ca.gov/docs/about/business_plans/BPlan_2012_rpt.pdf.
- US DOT FRA Grant/Cooperative Agreement FR-HSR-009-10-01 (and subsequent amendments:

http://www.hsr.ca.gov/docs/about/funding_finance/funding_agreements/FR-HSR-00009-10-01-15.pdf

2.0 Purpose and Overview of RFQ

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

- The California High-Speed Rail Authority (Authority) is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offerors) who wish to be considered to provide Environmental and Engineering Services to the Authority. The purpose of this RFQ is to award a contract to one (1) Offeror to provide environmental analysis and documentation, regulatory permitting and compliance, engineering, and preliminary design services.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award a contract to a successful, responsive, responsible Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
- The term of the contract resulting from this RFQ will be three years.
- The estimated dollar value for this contract is not to exceed $36,000,000.
- Any services to be provided by the Consultants shall only be performed pursuant to a Task Order that provides a detailed description of the services to be performed, the time from for the Work to be performed, the not to exceed amount to be charged, and estimated expenses.
- The services described herein are not exclusive, and the Authority reserves the right to enter into other agreements covering the same or similar services or to perform the same or similar services itself or through its agents.
- The Authority requires its professional Consultants to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by Consultant that time is of the essence in the performance of each task of this Agreement. The services and any defined deliverables shall be completed and delivered to the Authority or its agent in a prompt and timely manner so as to permit the effective review and employment of the deliverable by the Authority during and throughout the performance of the Agreement.
- The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., based on the factors/criteria contained in Attachment B and Attachment C.
- Offerors will be required to commit to a Small Business (SB) Performance Plan to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see Authority's SB/DBE Program Plan).

- The Consultant will be expected to work in close cooperation with the Authority's program manager, the Rail Delivery Partner (RDP).
- For each Task Order, the Consultant will propose Performance Targets and Measures suitable for measuring performance towards the Authority's Performance Objectives which will be provided to the Consultant when the Task Orders are negotiated.
- Negotiations shall be held with the top ranked Offeror.
- The RFQ will be available in electronic format only on the State's Contract Register at (www.bidsync.com) and on the Authority's website at (www.hsr.ca.gov).
- All questions regarding this RFQ must be submitted in writing through (www.bidsync.com) by the date and time listed in Table 1 for the benefit of all Offerors.

2.1 Definitions

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

Agreement – The contract between the Authority and the successful Offeror.

Authority – California High-Speed Rail Authority, which may include the Authority's consultants and other representatives, including the Rail Delivery Partner (RDP).

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

Authority Contract Manager – The representative from the Authority managing a contract resulting from this solicitation.

Business day – Monday through Friday, except for federal or State holidays, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time

Day – Calendar day.

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

Disabled Veteran Business Enterprise (DVBE) – To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services. This definition applies where the contracts in question are 100 percent state-funded.

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

Key Personnel – Those individuals identified in the Offeror's SOQ to fill the positions specified in Section 8.4.2.1.

LEED – Leader in Energy and Environmental Design

Licensed Professional Engineer (PE) – An engineer that is licensed in the State of California pursuant to the Professional Engineers Act (Business and Professions Code Section 6700 et seq.) as a Professional Engineer, at the time the contract is executed.

Microbusiness (MB) – The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

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

Offeror Team – Collectively, the Offeror and its members and subcontractors.

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

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

Project – The planning, design and construction of the California High-Speed Rail System.

Project Footprint – The area needed to construct, operate and maintain all permanent high-speed rail features (including tracks and guideway structures, train signaling and controls and communications facilities, traction power distribution and substations, switching and paralleling stations, passenger platforms and stations, maintenance-of-way facilities, maintenance facilities, high-speed rail perimeter security controls, passenger station access, high-speed rail facility operation or maintenance access, sound walls or other peripheral features owned and maintained by the Authority), freight or passenger or transit railroad grade separations, roadway grade separations and adjoining street or intersection changes, contiguous access to severed parcels, new utility features, existing utility relocations, access to new or relocated utility features, drainage facilities, any other physical changes within the area needed to construct and operate high-speed rail, and high-speed rail property rights or licenses to accommodate high-speed rail construction, operation and maintenance (temporary and permanent ground or aerial fee properties, easements or licenses for high-speed rail facility and associated feature sites, high-speed rail operations and maintenance activities, operation or maintenance access, utility connections and maintenance, high-speed rail stormwater and wildlife management features, construction activities, mobilization, staging and access).

Public Records Act – The California Public Records Act, Government Code Section 6250 et seq.

Rail Delivery Partner – The Authority's Consultant authorized to assist in managing, overseeing, and delivering the Project.

Small Business (SB) – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration 8(a) or California Department of General Services for certification as a Small Business. This definition is dependent on whether the firm wishes to participate in U.S. DOT-assisted contracts or in 100 percent, State funded contracts, which are defined as follows:

a. For U. S. DOT-assisted contracts, a Small Business meets the definition for a small business concern contained in Section 3 of the Small Business Act and United States Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. Part 26.65 (b). Certified SB firms participating in U. S. DOT-assisted contracts are not required to have a principal office located in California. Federal 8(a) certified SB firms are eligible to be credited toward meeting the SB goal on a U. S. DOT-assisted contract.

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

State – The State of California

Subcontractor/Subconsultant – Defined as follows:

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

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

System – The complete high-speed rail project as described in California Proposition 1A (2008), including Phase 1, which will run from the San Francisco Bay Area to the Los Angeles basin, and Phase 2, which will run from Sacramento to San Diego.

Work – All professional services assigned and authorized by the Authority pursuant to a specific work plan and budget, including task orders.

2.2 Acronyms

ACE – Altamont Corridor Express

ARRA – American Recovery and Reinvestment Act of 2009

BART – Bay Area Rapid Transit

CalMod – Caltrain Modernization Program

CalSTA – California State Transportation Agency

Caltrans – California Department of Transportation

CBOSS – Communications Based Overlay Signal System

CEQA – California Environmental Quality Act of 1970

CO – Change Order

CP – Control Point

DB – Design-Build

DBE – Disadvantaged Business Enterprise

DFWS – California Department of Fish and Wildlife Service

DGS – California Department of General Services

DTE – Downtown Extension

DVBE – Disabled Veteran Business Enterprise

EIR – Environmental Impact Report

EIS – Environmental Impact Statement

EMU – Electrical Multiple Unit

ESZ – Electrical Safety Zone

FOIA – Freedom of Information Act

FRA – Federal Railroad Administration

FTA – Federal Transit Administration

GIS – Geographic Information System

HSR – High-Speed Rail

JPB – Joint Powers Board

LEDPA – Least Environmentally Damaging Alternative

LWCFA – Land and Water Conservation Fund Act

MB - Microbusiness

MMEP – Mitigation, Monitoring, and Enforcement Plan

MOE – Maintenance of Equipment

MOI – Maintenance of Infrastructure

NEPA – National Environmental Policy Act of 1969

NHPA – National Historic Preservation Act

NOAA – National Oceanic and Atmospheric Administration

NOD – Notice of Determination

NOI – Notice of Intent

NTP – Notice to Proceed

OCS – Overhead Contact System

PA – Programmatic Agreement

PCEP – Peninsula Corridor Electrification Project

PE4P – Preliminary Engineering for Procurement

PE – Professional Engineer

PRA – Public Records Act

PTF – Positive Train Control

QMP – Quality Management Plan

QSA – Quality Surveillance Assessment

RDP – Rail Delivery Partner

RFQ – Request for Qualifications

RFP – Request for Proposals

ROD – Record of Decision

ROW – Right-of-Way

SBE – Small Business Enterprise

SOQ – Statement of Qualifications

SJRRC – San Joaquin Regional Rail Commission

SONO – Statement of No Objection

SOOC – Statement of Objection with Comment

SF-CVY – San Francisco to Central Valley Wye Corridor

SOQ – Statement of Qualifications

STB – Surface Transportation Board

TPC – Traction Power Facilities

TTC – Transbay Transit Center

TJPA – Transbay Joint Powers Authority

UPRR – Union Pacific Railroad

U.S. ACOE – United States Army Corps of Engineers

U.S. DOT – United States Department of Transportation

U.S. EPA – United States Environmental Protection Agency

USFWS – United States Fish and Wildlife Service

INSTRUCTIONS TO OFFERORS

3.0 Procurement Schedule and Process

Table 1: Key RFQ Dates:

Key Dates	Activity Description
8/5/15	Final RFQ advertised and issued to prospective respondents.
8/12/15	Pre-bid conference location and time: the San Francisco Civic Center, Milton Marks Auditorium 455 Golden Gate Ave. San Francisco, CA 94102 9:30AM – 12:30PM The pre-bid conference is not mandatory.
8/24/15	Last day to submit written questions
9/14/15	SOQs due to Authority's office by 4:00 PM Pacific Time
Week of 9/28/15-10/2/15	Discussions/Interviews with Offerors held in Northern California
10/2/15	Notice of Proposed Award
10/7/15	Negotiation with top-ranked Offeror
11/17/15	Authority Board consideration of contract award

3.1 Authority's Designated Point-of-Contact

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

[Point-of-Contact]
California High-Speed Rail Authority
770 L Street, Suite 620 MS [X]
Phone: (916) [XXX-XXXX]
Fax: (916) [XXX-XXXX]
Email: [TBD]

Persons intending to submit SOQs in response to this RFQ shall not contact or discuss any items related to this process with any Board member or Authority or RDP staff other than [Point-of-Contact]. Failure to comply with this communication prohibition may result in disqualification.

3.2 Amendments to Request for Qualifications

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

3.3 Non-Commitment of Authority

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

3.4 Property Rights

SOQs received within the prescribed deadline become the property of the Authority and all rights to the contents therein become those of the Authority. All material developed and produced for the Authority under the contract for Environmental and Engineering Services shall belong exclusively to the State. All products used or developed in the execution of any contract resulting from this RFQ will be governed in accordance with Attachment C, Exhibit F, Sections 26-27.

3.5 Improper Communications and Contacts

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

The specific rules of contact are as follows:

A. After submittal of SOQs, no Offeror or any of its team members may communicate with another Offeror or its team members with regard to the RFQ or any other team's SOQ with the exception of Subcontractors that are shared between two or more Offeror Teams. In such cases, those Subcontractors may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams (contact among Offeror organizations is allowed during Authority sponsored informational meetings). Protocols established to ensure that subcontractors do not act as conduits of information between teams are subject to Authority review and approval, at the Authority's discretion.
B. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point-of-Contact (see Section 3.1).
C. Except for communications expressly permitted by the RFQ or approved in advance by the Authority's Chief Counsel, in his or her sole discretion, no Offeror or representative thereof shall have any ex parte communications regarding the RFQ or the procurement described herein with any member of the Authority Board or with any Authority staff. This includes any of the Authority's advisors, contractors, or consultants (and their respective affiliates) that are involved with the procurement.
D. The Offerors shall not contact the entities listed below, including any employees, representatives, and members:
    1. Federal Railroad Administration (FRA)
    2. California State Transportation Agency (CalSTA)
    3. California Department of Transportation (Caltrans)
    4. California Department of General Services (DGS)
    5. California High-Speed Rail Authority (except as provided in this RFQ)

E. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ or the procurement or from participating in public meetings of the Authority or any Authority workshop related to this RFQ.
F. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
G. The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official RFQ process.

3.6 Organizational Conflicts of Interest

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

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

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

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

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

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

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

Each Offeror shall fully disclose organizational conflicts of interest in its SOQ, using Form B. Form B shall be filled out by each member of an Offeror Team, including the prime, all joint

venture members if operating as a joint venture, and all subcontractors. The refusal to provide the required disclosure, or any additional information required, may result in disqualification of the Offeror. If nondisclosure or misrepresentation is discovered after award of the contract through this procurement process, the resulting contract may be terminated.

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

The successful Offeror who signs an agreement with the Authority to provide the services listed in this RFQ will be conflicted out of the following future contracts: all Design-Build contracts for the Environmental Sections listed in this RFQ until ROD/NOD has been issued, pursuant to Section VII of the Policy. The successful Offeror may be conflicted out of other future procurements as well and should submit a conflict request to the Authority pursuant to the Policy with any questions about future conflicts.

3.7 Confidentiality

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

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

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

3.8 The California Environmental Quality Act

By issuing this RFQ, and by entering into any resulting contract that mentions or refers to the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and State environmental permitting laws/agencies and initially authorizes related work, the Authority does not (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the HSR project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR project.

4.0 Submittal of the Statement of Qualifications

4.1 Statement of Qualifications Submittal Information

SOQs submitted in response to this RFQ shall include one original and six hard copies in separate 3-ring binders contained in a sealed shipping package. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 6 on their spines. Each Offeror shall include one electronic version of its SOQ in a searchable .pdf format on a CD or DVD. SOQs must be received no later than the date and time listed in Table 1, addressed as follows:

MAILED OR HAND-DELIVERED TO:

Attention: [TBD]
California High-Speed Rail Authority
770 L Street, Suite 1160
Sacramento, CA 95814

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

RFQ No.: [HSR1#-##]
California High-Speed Rail Authority
Environmental and Engineering Services on the San Francisco to San Jose and San Jose to Merced Project Sections Statement of Qualifications

Offeror: _____

4.2 Late Submittals

In accordance with Public Contract Code Section 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, e-mail and facsimile transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received any time after the date and time listed in Table 1. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror.

4.3 Modification or Withdrawal of SOQs

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

5.0 Evaluation and Negotiation

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

5.1 Statement of Qualifications Review

The Authority Evaluation/Selection Committee shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 8.0 below. Failure to meet the requirements of this RFQ will result in the rejection of the SOQ.

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

5.2 Statement of Qualifications Evaluation

The Authority Evaluation/Selection Committee will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 8.0 and in Attachment A.

5.3 Discussions/Interviews Evaluation

Following the evaluation of SOQs, the Authority will hold Discussions/Interviews with selected Offerors. Discussions/Interviews with the Evaluation/Selection Committee will be held with no fewer than the top 3 rated Offerors. Discussions/Interviews will be separately evaluated based on criteria described in Attachment B. If there are less than three SOQs submitted, all Offerors will be interviewed.

5.4 Contract Negotiation Process

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

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

5.5 Unsuccessful Offerors

After the Notice of Proposed Award is posted on the Authority's website, each unsuccessful Offeror may request a debriefing with the Authority Contracts Office. The meeting shall be requested within ten (10) business days from the date of the Notice of Proposed Award. The debriefing meeting is an opportunity for unsuccessful Offerors to learn why their particular SOQ was not successful and may provide insight to improving SOQ preparation for future solicitations. Debriefings will be held with all Offerors who timely requested a meeting after the contract has been executed. Offerors are encouraged to include a representative of its SBE subcontractors.

6.0 Protest Procedures

6.1 Applicability

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

A. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority's authority;
B. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all pass/fail requirements; and
C. Shortlisting determinations.

6.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 6.1(A) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 6.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority's Designated Point-of-Contact provided in Section 3.1. The written request should include an agenda for the proposed one-on-one meeting. The Authority will meet with the Offeror as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Authority may make, in its sole discretion, appropriate revisions to the RFQ documents by issuing addenda.

6.3 Deadlines for Protests

Protests concerning the issues described in Section 6.1(A) must be filed as soon as the basis for the protest is known, but no later than 20 days prior to the SOQ Due Date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than five business days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 6.1(A) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 6.1(A).

Protests concerning the issues described in Section 6.1(B) must be filed no later than five business days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 6.1(C) must be filed no later than five business days after the earliest of the notification of the shortlist and the public announcement of the shortlisting determination.

6.4 Content of Protest

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

6.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy of the Authority's Designated Point-of-Contact identified in Section 3.1, as soon as the basis for the protest is known to the Offeror. The Protest Official for this RFQ is:

Tammy Thomas
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814

6.6 Burden of Proof

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

6.7 Decision on Protest

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

6.8 Limitation on the Authority's Liability

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

STATEMENT OF QUALIFICATIONS

7.0 Background for the RFQ

This RFQ solicits Statements of Qualification for the California High-Speed Rail Project, San Francisco to San Jose section and San Jose to Central Valley Wye segment of the San Jose to Merced section (San Francisco to Central Valley Wye (SF-CVY) Corridor) for environmental analysis and documentation, regulatory permitting and compliance, and engineering and preliminary design services. The focus of this scope of work will be on a portion of the System identified in the Authority's and FRA's certified statewide programmatic California High-Speed Rail Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and the FRA's Record of Decision (both November 2005) as the San Francisco to San Jose and San Jose to Merced sections.

Exhibit A of Attachment C of this RFQ represents the full scope of services which the selected Consultant may be called upon to deliver during the course of the contract. Depending on the status and development of the Project and the needs of the Authority, the selected Consultant may be asked to provide varying levels and types of professional services within those identified in Exhibit A of Attachment C. The actual services to be provided by the selected Consultant during a given period will be established by discussions between the selected Consultant and the Authority and will be memorialized in a mutually agreed upon work plan and budget, set forth in a task orders. The Authority Contract Manager will assign specific work to the selected Consultant through the issuance of task orders describing in detail the services to be performed. The selected Consultant will only perform work that is assigned in an authorized task order. Work on some of the tasks listed in Exhibit A of Attachment C has commenced and is currently being performed by Authority and RDP staff.

7.1 Location of Work

The SF-CVY Corridor encompasses the San Francisco to San Jose section and the western portion of the San Jose to Merced section of the California High-Speed Rail Program. These two sections are part of Phase I implementation of the System. The geographic scope of work is approximately 123 miles long from the 4th and King Station in San Francisco to the western limit of the Central Valley Wye at the intersection of Carlucci Road and Henry Miller Avenue (approximately nine miles northeast of Los Banos) in Merced County. The potential environmental consequences of the Central Valley Wye portion of the Merced to Fresno section east of Carlucci Road and north to Merced are being evaluated independently from the environmental document(s) that are anticipated for the SF-CVY Corridor.

7.1.1 San Francisco to San Jose

The San Francisco to San Jose section encompasses the portion of the existing Caltrain Peninsula rail corridor that extends from the 4th and King Station in San Francisco approximately 51 miles south to the Tamien Station in San Jose. The San Francisco to San Jose Section travels through 17 cities along the San Francisco Peninsula and within Santa Clara Valley, including the industrial/commercial portion of the City and County of San

Francisco, suburban neighborhoods and business parks in San Mateo and Santa Clara counties, and downtown San Jose. While adjacent development is typically residential, commercial, office or industrial, many of the current Peninsula rail corridor stations are located in the commercial "downtowns" of the communities they serve. Development is densest in San Francisco and San Jose.

The Project Footprint along the San Francisco Peninsula and within Santa Clara Valley consists primarily of the existing peninsula rail corridor railroad ROW, owned by the Peninsula Corridor Joint Powers Board (JPB), including both northbound and southbound tracks in a corridor ranging from 60 feet to 150 feet wide. Additional ROW likely will be required to accommodate station improvements, maintenance facilities, potential grade separations, passing tracks, additional overhead contact system (OCS) poles, additional electrical safety zone (ESZ) easements, and/or other HSR features along the alignment.

7.1.2 San Jose to Central Valley Wye

The San Jose to Central Valley Wye segment encompasses the western portion of the San Jose to Merced section of the System and is part of Phase I implementation. The geographic scope of work is approximately 84 miles long from the Santa Clara Station in the City of Santa Clara to the western limit of the Central Valley Wye at the intersection of Carlucci Road and Henry Miller Avenue (approximately nine miles northeast of Los Banos) in Merced County. The north portion of the corridor between the Santa Clara and Tamien Stations overlaps with the southern extent of the San Francisco to San Jose section. This overlap provides options to the Authority and FRA for determining the appropriate point of transition for environmental documents prepared for the corridor. Southward from Tamien Station, the corridor travels through the lower-density suburban and agricultural areas around Gilroy before turning eastward across the Pacheco Pass of the Diablo Mountain Range and into the Central Valley to Carlucci Road. The potential environmental consequences of the Central Valley Wye portion of the Merced to Fresno Section east of Carlucci Road and north to Merced are being evaluated independently from the environmental document that is anticipated for the San Jose to Central Valley Wye Corridor.

Between a point approximately two miles south of Tamien Station (south of Control Point (CP) Lick) and Gilroy, the existing rail corridor is owned by the Union Pacific Rail Road (UPRR). Caltrain operates on a trackage agreement south of CP Lick, and its proposed electrification project would end near Tamien Station (near CP Michael). Any proposed HSR trackage or electrification within the UPRR right-of-way south of this point would require a new agreement with the UPRR. South of Tamien Station, additional right-of-way outside of UPRR right-of-way may be required for the high-speed rail line to accommodate new track, new stations or station improvements, potential maintenance facilities, potential grade separations, passing tracks, traction power facilities (TPF), OCS poles, ESZ easements, and/or other HSR features.

Between Gilroy Station and Carlucci Road, a new rail corridor must be created through the Pacheco Pass of the Diablo Range and into the Central Valley. ROW will be needed to accommodate all elements of the proposed high-speed rail line. Extensive tunnel, bridge, and

retaining wall work is expected. Rights to enter and/or access easements are expected to be needed for the preliminary engineering, geotechnical investigations, and environmental studies.

The San Francisco to Central Valley Wye alignment currently under study is shown in Figure 1.

Figure 1: San Francisco – Central Valley Wye Corridor and Potential Study Area

7.2 Background

7.2.1 Caltrain Modernization Program

Caltrain operates regional passenger rail service and Union Pacific operates local freight service along the San Francisco Peninsula corridor. Caltrain, managed by the JPB, operates 46 northbound and 46 southbound (for a total of 92) trains per day between San Francisco and San Jose during the week. Limited stop, express (Baby Bullet) trains have operated during peak hours since 2004, when new four-track segments were built and new rolling stock was acquired. The JPB's Peninsula Corridor Electrification Project (PCEP) will partially replace Caltrain's existing diesel service with a fully electrified service from the 4th and King Station in San Francisco to the Tamien Station in San Jose. The PCEP is one of the main components of the

Caltrain Modernization (CalMod) Program. The PCEP will electrify and upgrade the performance, operating efficiency, capacity, safety and reliability of the Peninsula commuter rail service. The electrification infrastructure project includes the installation of two substations for traction power, poles and an overhead contact system, signal and grade crossing circuitry changes, and the acquisition of electric rolling stock to replace the majority of the current diesel-electric-powered trains.

The PCEP will provide for the electrification of the line by means of a 25KV AC OCS operating at 60 Hz, TPFs, and the acquisition of new electric rail vehicles. This program calls for 114 daily one-way trains by 2035. Maximum operating speed would remain 79 miles per hour. In 2020, service between San Jose and San Francisco is expected to use a mixed fleet of electric-powered and diesel-electric-powered trains, with approximately 75 percent of the fleet being electric and 25 percent being diesel-electric. When diesel-electric powered trains reach the end of their service life, they would be replaced with electric-powered trains.

Modernization will allow Caltrain to operate quieter, cleaner, more frequent and/or faster train service to more riders. Increased capacity and improved service will help Caltrain meet increasing ridership demand and alleviate local and regional traffic congestion. Modernization will also help support the financial sustainability of the system by increasing ridership and fare revenue, and reducing operating costs associated with replacing diesel fuel with electricity. Modernization also creates regional job opportunities and other valuable economic benefits. The CalMod Program will help prepare the Peninsula corridor to accommodate California's statewide high-speed rail service. High-speed trains will share Caltrain's right-of-way and infrastructure and operate cooperatively with commuter traffic.

Caltrain is currently implementing a Communications Based Overlay Signal System/Positive Train Control (commonly referred to as CBOSS/PTC). This component of the CalMod project is currently being installed, including a new fiber optic communications backbone, and will increase the operating performance of the current signal system, improve the efficiency of at-grade crossing warning functions, and automatically stop a train when there is violation of safe operating parameters. This project, which includes implementation of safety improvements mandated by federal law, is scheduled to be operational by the end of 2015, as required by FRA.

7.2.2 Transbay Transit Center (TTC) and Downtown Extension (DTX) Projects

The Downtown Extension Project (DTX) is a 1.3 mile tunnel, which will extend the Peninsula rail corridor from the 4th and King Station to a new Transbay Transit Center (TTC), in order to improve connections with BART, Muni, Transbay, AC Transit buses, and long-distance buses. More than 33,000 Peninsula passengers are expected to use the new TTC each weekday. The DTX will accommodate high-speed rail connecting San Francisco to Central and Southern California. The Transbay Joint Powers Authority (TJPA) will environmentally clear, design and construct both the TTC and DTX projects.

7.2.3 Other Commuter and Intercity Rail Services

Altamont Corridor Express, or ACE service, operated by the San Joaquin Regional Rail Commission (SJRRC), provides passenger service between Stockton and San Jose with three westbound morning and three eastbound afternoon trains (six daily round trips). ACE trains currently use Peninsula corridor track between CP De La Cruz (near Santa Clara) and CP Michael (south of Tamien), including San Jose Diridon Station. Additional service and capital improvements are being investigated as part of the ACEForward Project, which includes analyzing potential alternatives for inclusion in a proposed environmental document.

Capitol Corridor passenger service is operated by Amtrak under the management of the Capitol Corridor Joint Powers Authority (CCJPA). Current service provides seven daily round trips between Sacramento and San Jose and sixteen daily round trips between Sacramento and Oakland. Capitol Corridor trains currently use Peninsula corridor trackage between CP De La Cruz (near Santa Clara) and CP Michael (south of Tamien), including San Jose Diridon Station. The programmed expansion plans (from the 2008 California State Rail Plan) call for an increase in Sacramento – San Jose service to sixteen daily round trips by 2018.

7.3 San Francisco to Central Valley Wye Corridor Study Areas

7.3.1 San Francisco to San Jose

The northern 51-mile portion of the existing Peninsula rail corridor between the 4th and King Station in San Francisco and the Tamien Station in San Jose traverses portions of San Francisco, San Mateo, and Santa Clara counties. The Peninsula rail corridor is primarily double track, with some segments consisting of 3, 4 or more tracks, and includes 27 passenger stations within the study area. There are 42 at-grade roadway railroad crossing locations within the study area, and at least one controlled pedestrian at-grade crossing. The route crosses US 101, Interstates 280 and 880, State Routes 92, 84, 85, 237, local roadways, and partially parallels State Route 82. The existing Peninsula rail corridor and proposed HSR station locations are shown in Figure 1.

The varieties of adjacent land uses and vegetation include numerous sensitive characteristics, such as:

- Four historic tunnels
- Islais Creek, San Mateo Creek, San Francisquito Creek, Los Gatos Creek, Guadalupe River, and Coyote Creek
- Transverse and parallel utilities, including a jet fuel pipeline
- Seven historic stations

On January 8, 2015, the JPB certified the PCEP Final EIR and is currently in the process of procuring a design/build contract to implement the project. While the PCEP will not include all infrastructure necessary to implement HSR service in the SF-CVY Corridor (such as HSR

maintenance facilities, station platform improvements, track straightening, or passing tracks), the electrification infrastructure (such as overhead wire systems), along with additional infrastructure improvements, will accommodate future coordinated service and will not preclude HSR.

The Authority proposes to utilize the existing Caltrain tracks, as well as the OCS and TPFs, to the extent possible, which will be implemented by the PCEP. The need for additional improvements, such as OCS and TPF modifications, new track, track straightening, passing tracks, grade separations, level boarding platform and other station improvements, and maintenance facilities will need to be evaluated for HSR operations on the line. Station improvements will need to accommodate coordinated service of commuter and HSR trains. HSR intends to provide service to existing stations at 4th and King, Millbrae and San Jose.

7.3.2 San Jose to Central Valley Wye

Segment 1 - San Jose (Santa Clara Station) to Gilroy

The study area from the Santa Clara Station to the Tamien Station overlaps with the southern extent of the San Francisco to San Jose section. This overlap provides options to the Authority and FRA for determining the appropriate point of transition for environmental documents prepared for the corridor. Continuing approximately three miles south of Tamien Station at CP Lick, the existing rail corridor right-of-way is owned by the UPRR and electrification of this segment is not under consideration. The segment traverses the transition from suburban to rural and agricultural land uses. Most of the corridor is single track. The railroad corridor crosses US 101, SR 85, local roadways, transverse and parallel utilities, and the Guadalupe River. Caltrain currently operates six diesel trains per direction each day between San Jose and Gilroy and UPRR currently operates approximately six freight trains per day on this line. There are 28 grade crossings between CP Lick and Gilroy. It will be necessary to build new tracks to support HSR service south of CP Lick, and further study will be needed to determine the best location for those tracks, i.e., within UPRR ROW (upon agreement) or elsewhere. Previous studies have considered alignments adjacent to UPRR ROW and adjacent to US 101.

The Morgan Hill to Gilroy subsegment is located within the Central Coast Vernal Pool Region. Given the widespread development of the valley floor, the actual occurrences of pools are typically isolated, and many are governed by geologic structural basins associated with fault lines. There are, however, no mapped complexes in the DFWS database (Holland Vernal Pools complexes) shown for this subsegment and, therefore, no calculated impacts to vernal pool complexes. Potential impacts to vernal pools will be further refined and evaluated during the EIR/EIS process.

Habitats within the Morgan Hill to Gilroy subsegment comprise developed areas, agricultural lands, ruderal vegetation, oak woodland, annual grassland, and scattered large trees. This subsegment contains several riparian woodlands associated with riverine habitat and wetlands, including the Soap Lake floodplain, San Felipe Lake, a human-made wetland created by Wildlands, Inc., for wetland mitigation purposes. The riparian areas along the alignments include

the Pajaro River, Pacheco Creek, Llagas Creek, Uvas Creek, and Coyote Creek. South-central California coast steelhead critical habitat exists in the Pajaro River, Llagas Creek, Uvas Creek, and Pacheco Creek. Crossings of Coyote Creek within Coyote Creek Parkway are high in riverine and riparian quality. Coyote Creek is afforded long term land use protection under the Coyote Creek Parkway County Park integrated Natural Resources Management Plan and Master Plan (Santa Clara County Parks and Recreation Department 2006). All other crossings within this subsegment are within rural or agricultural land use settings and have varying degrees of quality, but tend to have moderate to high quality riverine habitat and associated riparian corridors.

Three of the four proposed maintenance of equipment/maintenance of infrastructure (MOE/MOI) facilities have the potential to affect less than one acre of wetland and riparian habitat and one, the South of Gilroy, would affect nearly nine acres of aquatic resources. All four facility alternatives potentially would affect streams/creeks/canals, with the South of Gilroy option affecting the greatest length, approximately 1.2 miles. Potential impacts to aquatic resources that may result from each MOE/MOI facility alternative will be further analyzed in the EIR/EIS.

Additional ROW may be required for the HSR line to accommodate new tracks, a new station or station improvements in Gilroy, potential maintenance facilities, potential grade separations, passing tracks, TPFs, OCS poles, ESZ easements, and/or other HSR project features in this subsegment.

Segment 2 - Gilroy to Central Valley Wye at Carlucci Road

Alternative alignments have been developed for crossing the Diablo Range to the Central Valley and connect with the Central Valley Wye. It is expected that the high-speed rail will cross US 101, generally will follow State Route 152 across the mountains and Henry Miller Avenue across the Central Valley floor to Carlucci Road, crossing Interstate 5 and State Routes 33 and 165. Native American cultural resources in the Pajaro River floodplain, sensitive geotechnical conditions, special status species, and parkland issues through the Pacheco Pass will require specific study. The alignment passes near the San Luis Reservoir and the related California Aqueduct system. ROW will be required to build the tunnels through the mountains.

The Pacheco Pass portion of the segment crosses the Diablo Foothill Range and is largely undeveloped. The alignment alternatives in the Pacheco Pass portion of the segment would affect wetlands, vernal pool complexes, streams, creeks or canals, and lakes and ponds. Land cover is primarily annual grassland with scattered oak woodland, coastal sage, chaparral, and orchard. Aquatic habitat, including Pacheco Creek, several ephemeral drainages, ponds, and San Luis Reservoir, occur within the subsegment, as do several rocky outcrops.

The Pacheco Pass portion of the segment also contains areas of locally sensitive sycamore alluvial woodland. Riverine and riparian habitat quality is consistently high throughout this portion of the segment, especially along Pacheco Creek, which has associated sycamore alluvial woodland, a sensitive natural community regulated by the State of California. Both proposed alignments within this subsegment would cross over Pacheco Creek and result in the

removal of riparian woodland habitat, including sycamore alluvial woodland, along this waterway due to construction in and/or around the creek. Alternatives capable of providing a fully functioning HSR line in Pacheco Pass portion of the segment will be evaluated, including alignment alternatives, capacity requirements, track configurations, new structures, ROW preservation, electrification infrastructure, maintenance facilities/access roads, and any other features necessary for the operations of HSR. It is expected that the line through the Diablo Range will require extensive tunneling, new bridges, retaining walls, and other features necessary to avoid and/or mitigate environmental impacts and allow for grades suitable for high-speed operations.

Additional ROW will be required for the rail line, potential maintenance facilities/access roads, potential grade separations, passing tracks, TPFs, OCS poles, ESZ easements, and/or other HSR project features along the alignment. There are no stations under consideration in the Gilroy to Carlucci Road segment of the San Jose to Central Valley Wye corridor.

7.4 Previous Work

The following work has been previously completed.

- Statewide California High-Speed Rail Program EIR/EIS and the FRA's Record of Decision (both November 2005)
- Bay Area to Central Valley High-Speed Rail Final Program EIR/EIS (June 2008)
- San Francisco to San Jose Supplemental Alternatives Analysis (August 2010)
- San Jose to Merced Supplemental Alternatives Analysis (July 2011)
- Bay Area to Central Valley High-Speed Rail Partially Revised Final Program EIR/EIS (April 2012)
- San Jose to Merced Checkpoint B Milestone (October 2014)

Work elements that have been initiated for the SF to CVW Corridor, in part by a previous professional services contract, include:

a) Scoping Report
b) Purpose and Need Document
c) Preliminary Engineering
d) Environmental Technical Studies
e) Supplemental Alternatives Analysis
f) Public Outreach, Stakeholder Coordination and Agency Engagement

Other elements of work may have been initiated but are not yet completed. The selected Consultant will be responsible for ensuring that work performed under a contract awarded from this solicitation is consistent with, and builds upon, any applicable previously approved work.

Previously published documents for the San Francisco to San Jose and San Jose to Merced sections mentioned above can be found on the Authority's website for review:

http://hsr.ca.gov/Programs/Statewide_Rail_Modernization/Project_Sections

Work not yet completed will be provided to the selected Consultant for review prior to commencement of any activities.

7.5 Overview of Work Activities

Work activities anticipated under a professional services contract resulting from this RFQ may include the environmental studies, public/agency coordination; ROW access and analysis; regulatory consultation and permitting; and permit compliance support required to support the environmental documentation and permitting processes; engineering studies; preliminary design; and construction cost estimates. Specific tasks may include:

a) Completing Caltrans required administrative draft project reports for work adjacent or crossing the State Highway System;
b) Completing the project level of environmental document(s) in compliance with CEQA, NEPA, and other state and federal environmentally related processes, subject to Section 3.8 of this RFQ;
c) Securing access to publicly and privately owned properties sufficient to conduct and complete all investigations required for environmental and community impact analysis and project-level environmental documents;
d) Conducting all required analysis and consultation; and preparing documentation, agreements, and permit applications in compliance with all applicable laws, regulations, and interagency agreements pertaining to biological resources and habitats, natural resources, cultural resources, and community resources;
e) Accumulating, organizing, compiling, and delivering the administrative record(s) required by CEQA and/or NEPA, subject to Section 3.8 of this RFQ ;
f) Conducting sufficient public outreach, stakeholder engagement, and agency coordination to support timely conclusion of CEQA EIR Certifications and NEPA EIS Records of Decision, and regulatory permit approvals, subject to Section 3.8 of this RFQ;
g) Completing preliminary engineering in support of environmental studies, documentation, and regulatory permitting; to support procurement of design-build or other construction documents; and 30 percent complete design for HSR stations;
h) Implementing a Geographic Information System (GIS) to effectively synthesize, manage, and maintain the geospatial assets generated to support the environmental studies and documents, regulatory permitting and compliance oversight;
i) Implementing a management system to organize, control, and retain documents and other materials supporting the environmental and process and deliverables;
j) Complying with the Authority's SharePoint or other cloud-based document collaboration and archival system;
k) Supporting project design activities after NOD/ROD;

l) Supporting preparation of design-build contract documents;
m) Supporting coordination and partnering with all passenger and freight railroad operators in the SF-CVY Corridor (e.g., SJRRC, Amtrak, Capitol Corridor JPA, Caltrain JPB, TJPA, and UPRR); and
n) Employing innovative, cutting-edge approaches to delivering highest-quality services and products within constrained timeframes.

Subject to specific Task Orders, the Consultant will be responsible for completing all relevant project documentation for the SF-CVY Corridor (e.g., project-level engineering studies, preliminary design, construction cost estimates, environmental documents, technical studies, and regulatory documentation, etc.). All documentation must be comprehensible to a general audience, concise and readily navigable, designed and rendered in a reader-friendly manner. The preliminary design for project definition will include, and the environmental documents will evaluate, the HSR line and facilities, station development, traction power utility connections and transmission, and connections with other modes of transportation. This effort will include the involvement of the public, interested stakeholder groups, and local, state, tribal, and federal governmental agencies with approval, consultation, or permitting responsibilities, under direction by the Authority.

The Authority will be the lead state agency, and FRA will be the lead federal agency. The JPB and TJPA will be cooperating state agencies in the development of environmental documents for the San Francisco to San Jose section and San Jose to Gilroy segment. The Surface Transportation Board (STB), Federal Transit Administration (FTA), U.S. Army Corps of Engineers (U.S. ACOE) and U.S. Environmental Protection Agency (U.S. EPA) will serve as cooperating federal agencies in the development of the environmental documents for the SF-CVY Corridor. In preparing the environmental documents, the Offeror will work closely with the Authority and its representatives.

The Offeror's management and technical expertise must be sufficient to satisfy the Authority's fiduciary and public responsibilities. The Offeror must demonstrate extensive knowledge and direct experience with the environmental processes described in the CEQA and NEPA, all State and federal laws and regulations, and all applicable industry standards and best practices related to design of high-speed rail infrastructure and related facilities.

For each task order required by the Authority, the selected Consultant will provide a basic time-phased staffing plan showing all positions needed to accomplish such task. Task order proposals must also indicate the level of participation for each position by giving the percentage of hours budgeted over the duration of the task order.

8.0 Statement of Qualifications Requirements

The following summarizes the content and organization of the SOQs. In addition to the information described below, the Authority may require confirmation or clarification of information furnished by an Offeror, require additional information from an Offeror concerning its

SOQ, and/or require additional evidence of qualifications to perform the work described in this RFQ.

8.1 General Requirements

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

The SOQ shall comply with the following requirements:

1. Documents shall be prepared in single-spaced type, 12 point font, on 8-1/2" x 11" sheets printed double-sided. A page is considered to be a single side of an 8-1/2" x 11" sheet. Should the Offeror wish to submit materials that benefit from larger format paper sizes such as charts, drawings, graphs and schedules then they should do so sparingly. Large format pages will be included in the page limit.
2. Pages shall be numbered at the bottom to show the page numbers and total number of pages in the response; (e.g., Page 1 of 50, Page 2 of 50, etc.).
3. The SOQ shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes (Section 8.4.2.1) and the Forms and Certifications.
4. Brochures and miscellaneous materials not specifically requested will not be evaluated.
5. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
6. Forms A-B and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
7. The SOQ shall be divided into sections as described below:
   - A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
   - The index tab should have the appropriate section number typed thereon.
   - At a minimum, the items described in Section 8.0 shall be addressed.
   - Sections in the SOQ should be presented in the same order as they appear in this RFQ.

8.2 Transmittal Letter

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

The transmittal letter shall include the following:

1. The Offeror must be qualified to do business in the State of California and shall be properly licensed in accordance with the laws of the State of California at the time of award. Offerors shall attach copies of licenses to the transmittal letter (as applicable).
2. The Offeror must identify the individual assigned to manage any contract awarded pursuant to this RFQ.
3. The Offeror must provide resumes for the Key Personnel. Resumes shall be attached to the transmittal letter.
4. The Offeror must provide all necessary information and forms required showing proof of small business participation. All Subconsultants shall be identified on Form A.
5. The Offeror must affirm in the transmittal letter that it has or is able to obtain the required insurance, specified in the sample contract in Attachment C of this RFQ.
6. The Offeror must provide three references for the firm as required in Section 8.4.1.1 (including all required information and/or documentation). References shall be attached to the transmittal letter.
7. The Offeror must provide the transmittal letter with all required Forms and Certifications.
8. The Offeror must affirm in the transmittal letter that it has not been terminated from another contract for default, or has the Offeror received a civil judgment or criminal conviction in the past five years.

8.2.1 Minimum Qualifications

Offerors must satisfy all of the Minimum Qualifications listed below. Failure to satisfy all of the Minimum Qualifications at the time of SOQ submission will result in the immediate rejection of the submission. The successful Offeror must continue to satisfy all of the Minimum Qualifications throughout the term of any contract resulting from this RFQ.

The Minimum Qualifications for this RFQ are:

1. The Offeror shall satisfy all of the requirements of Section 8.2 of this RFQ, titled “Transmittal Letter.”
2. The Offeror shall satisfy all of the requirements of Section 8.4.1.1 of this RFQ, titled “References.”
3. All Key Personnel shall submit a signed statement indicating that they understand the project office will be located in the Northern California area and are willing to work full time at that location as determined by the work schedule, as required by Section 8.4.1.1 of this RFQ.

4. At least one key person responsible for direction and control of the Environmental and Engineering Services contract shall be a Licensed Professional Engineer at the SOQ submittal deadline, as required by Section 8.4.2.1 of this RFQ.

5. At least one person responsible for direction and control shall be a professional planner with an AICP certification now or by the time the contract is executed, as required by Section 8.4.2.1 of this RFQ.

6. The Offeror's Project Manager must have a minimum of 15 years of experience delivering environmental documents for large scale transportation infrastructure projects (e.g., urban, commuter or intercity rail transit or highway projects). At least five years of experience shall have been in California.

8.3 Executive Summary

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

8.4 Contents of the SOQ

Using the following criteria as a minimum, state why your firm believes it is qualified to provide the services requested in this RFQ. The Authority sees value in innovative approaches to meeting project delivery milestones.

8.4.1 Past Performance and Experience

The Offeror's management and technical expertise must be sufficient to satisfy the Authority's fiduciary and public responsibilities. The Offeror should demonstrate extensive knowledge and proven track record of successfully providing planning; alternatives analyses; engineering analyses, preliminary design and cost estimation; ROW services; public outreach, stakeholder engagement and agency coordination; environmental analysis and documentation described in NEPA and CEQA; and compliance with all applicable State and federal laws and regulations in the SF-CVY Corridor or similar settings.

Offerors shall demonstrate in their SOQs past experience with engineering analyses, preliminary design, cost estimation, and NEPA/CEQA clearance on projects of similar scope and complexity, as well as experience with design-build project delivery methods. The Offeror should highlight its experience with:

a) All relevant areas of HSR infrastructure and related facility design, and integration of design work and products with environmental analysis and impact determinations, stakeholder and agency consultation, mitigation design, report and decision documentation, regulatory permitting and agreements, document management and administrative record.

b) Freight and passenger rail, and transit operations in California.
c) Agency coordination in Northern California.
d) Station facilities and area land use planning and regulation.
e) Station design and architecture.
f) Intermodal transportation planning.
g) Electrical power and other utility planning and coordination.
h) Visual and sound simulations.
i) Transportation analysis.
j) GIS operation, functionality, and usage.
k) Public involvement, outreach, and stakeholder engagement programs.

Describe how the past projects identified provide the experience preferred in this RFQ. Provide examples of streamlining methodologies utilized on past assignments to meet constrained schedule requirements.

8.4.1.1 References

Provide names, addresses and telephone numbers for at least three clients for whom the Offeror (i.e. the prime Offeror submitting an SOQ, the joint venture submitting an SOQ, or each individual prime member of the joint venture) has performed similar work on a similar basis. References shall be for:

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

For each assignment identified, provide the following information:

- The name of the client;
- The title of the project or assignment;
- Current contact phone numbers and email addresses for the client;
- The scope of the assignment;
- The name of each proposed service team member working on the account;
- The date of service of the assignment;
- A summary statement for each assignment shall be provided; and

- Examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

8.4.2 Organization and Key Personnel

The Authority wishes to contract with an Offeror Team with experienced personnel in key roles to successfully oversee the required technical capabilities and with organizational and staffing capacity to successfully provide the engineering analyses, preliminary design, cost estimation, environmental analysis, and documentation services in the SF-CVY Corridor. The Offeror's organization and management approach will be evaluated on the extent to which it includes and describes all pertinent disciplines required to successfully complete the Work. Offerors shall provide sufficient information to enable the Authority to understand and evaluate the Offeror's organization and management approach.

Describe the composition of the Offeror Team, and how activities are assigned. Discuss how mobilization will be accomplished. Submit an organization chart indicating specific personnel nominations for primary and technical support positions. Discuss how the organization and management plan evolves over the life of the project and integrates with Authority staff.

All known Subconsultants shall also be identified on Form A.

Offeror's Key Personnel and staffing plan will be evaluated for the extent to which the qualifications and experience of each individual listed demonstrates that the work can be effectively completed. The prime Consultant and key Subconsultants will be based in the Northern California area within reasonable commuting distance of the Authority's offices.

8.4.2.1 Key Personnel and Roles

The Authority seeks an Offeror Team that includes personnel with knowledge of applicable standards, regulations, codes and technology. There shall be no change in the individuals holding the Key Personnel positions without prior written approval by the Authority.

All Key Personnel shall submit a signed statement indicating that they understand the project office will be located in the Northern California area and are willing to work full time at that location as determined by the work schedule.

The SOQ must include information regarding California professional licenses held by the Offeror's Key Personnel. At least one key person responsible for direction and control of the Environmental and Engineering Services contract shall be a Licensed Professional Engineer now or by the time the contract is executed. At least one person responsible for direction and control shall be a professional planner with an AICP certification now or by the time the contract is executed. The station design team shall include LEED accredited urban designers and architects with substantial experience designing rail transit facilities.

Provide resumes for Key Personnel positions identified in the organization and management approach, including Subconsultants' Key Personnel. Resumes shall be limited to three pages and should be keyed to the respective positions on the organization chart and presented in such

a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Discuss how Key Personnel are qualified for the positions to which they are assigned. Subconsultants' Key Personnel shall be identified in the same manner.

Provide a list of individuals that will fill the following Key Personnel positions:

a. **Project Manager** – This individual will be responsible for the day-to-day activities of the Offeror Team and liaison with the Authority's representative. At least 15 years of experience managing environmental/engineering projects, including oversight of cultural resources compliance and regulatory permitting, is preferred.

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

c. **Quality Manager** – This individual will be responsible for all elements of quality assurance and quality control to ensure all deliverables are prepared in accordance to and meet all State, federal, and Authority standards and requirements.

d. **Environmental Manager** – This individual will be responsible for the overall CEQA/NEPA, Section 106 of the National Historic Preservation Act, Section 4(f) of the US Department of Transportation Act, Section 6(f) of the Land and Water Conservation Act, Sections 401 and 404 of the Federal Clean Water Act, Section 7 of the Federal Endangered Species Act, Section 14 of the Rivers and Harbors Act, Section 2081 of the California Endangered Species Act, Porter-Cologne Water Quality Control Act, Section 1602 of the California Fish and Game Code, State and Federal Environmental Justice, and all other applicable analyses and mitigation design documentation, agency and tribal consultation and agreements, environmental impact reporting and decision documentation, and regulatory permits. At least 12 years of recent experience working on all aspects of CEQA, NEPA, biological resources, habitat and natural resources, cultural resources, and community resources documentation in major transportation infrastructure is preferred.

e. **Planning Manager** – This individual will be responsible for the overall development planning for the SF-CVY Corridor. At least 12 years of recent experience in transportation and land use planning, transportation and land development financing and regulation, and transportation infrastructure development is preferred.

f. **Outreach Manager** – This individual will be responsible for the overall public, stakeholder, and agency outreach, coordination, and engagement programs for the SF-CVY Corridor. At least 12 years of recent experience in transportation infrastructure development and

delivery; expertise in video, print and electronic media and communications, familiarity and contact network within the SF-CVY Corridor and region is preferred.

The SOQ should highlight the experience of the Key Personnel with the services and expertise identified in Section 8.4.1.

8.4.3 Project Understanding and Approach

The Authority wishes to contract with an Offeror Team with a strong understanding of the Project and the requirements for its successful management. The discussion should communicate the process, coordination and management to be employed to ensure successful implementation of the Offeror's approach, especially the management of Task Orders.

Information provided in this section will be used to evaluate the Offeror's in-depth, working knowledge of design of HSR infrastructure and related facilities, integration of design work and deliverables with environmental documentation and analysis, CEQA, NEPA, and regulatory permitting processes should be demonstrated by successful completion of environmental documents on projects of similar scope and complexity. Discuss in general the expected work elements based on the tasks described in Attachment C, Exhibit A. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these accomplishments. Knowledge and experience working with design-build project delivery methods is required.

The Consultant will be required to develop a work program to prepare environmental studies and analyses that will be used to satisfy both the state and federal requirements. Provide a narrative that details how the tasks identified in Attachment C, Exhibit A will be accomplished. Identify any anticipated issues associated with delivery of the documents and resource issues and approaches to addressing any issues. Describe the process for completing each task and propose potential strategies to encourage early/successful delivery of work. Innovative approaches and internal measures for timely completion of the Work will be evaluated favorably. Offerors may propose potential strategies and/or incentives to encourage early/successful delivery of work.

Offerors should include a discussion of the quality control methods used to ensure that documents are accurate and of high quality. Offerors should note that the Authority will not pay for defective work, and that delays attributable to defective work will be deemed the failure to meet Performance Targets and objectives.

8.4.4 Small Business Participation

The Authority's SB/DBE Program establishes a 30 percent Small Business Enterprise (SBE) utilization goal, which is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprise (DVBE) goal for a contract resulting from this solicitation. The Authority's Small and Disadvantaged Business Enterprise Program, August 2012 (SB/DBE Program) is in compliance with the Best Practices of 49 C.F.R.

Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The selected Consultant is expected to make efforts to meet the SB/DBE Program goals and provide a SB Performance Plan on how the goals will be met throughout the contract duration. The Offeror shall clearly identify firms being utilized to meet the SB/DBE Program goals, including the contract value and scope of work that will be used to meet these goals and requirement. The selected Consultant shall also comply with other SB/DBE Program requirements, including but not limited to SBE utilization reporting, substitution/termination processes, and other performance related factors as identified in the Authority's SB/DBE Program. Refer to the Authority's SB/DBE Program for a Recognized SBE Roster of Certifying Agencies and the Prompt Payment Act provisions that will apply to a contract resulting from this solicitation.

The Authority SB/DBE Program Plan will be incorporated by reference into a contract resulting from this solicitation. The Offeror is advised to read and become familiar with the Authority SB/DBE Program Plan, which may be found on the Authority's Small Business Policy and Program web page:

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

Provide a narrative of its approach to SB utilization demonstrating responsiveness to meeting the Authority's SB goal objectives.

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

		Maximum Score	Actual Score
1.	**PAST PERFORMANCE AND EXPERIENCE** • Does the Offeror have project experience directly relevant to the services required in the Scope of Work as outlined in Section 7.5? • Has the Offeror successfully delivered on past projects of similar scope and complexity?	30	
2.	**ORGANIZATION AND KEY PERSONNEL** • Does the proposed project organization present a clear and logical framework? • Is the management approach complementary and responsive to the RFQ requirements? • Does the organization chart convey the proper level of expertise to successfully complete potential task assignments? • Does it demonstrate a high level of commitment and resource availability? • Does it address the full expanse of potential tasks in the scope? **KEY PERSONNEL AND ROLES** • Are the personal qualifications and professional skills of the Project Manager, and other Key Personnel nominees appropriate for the roles assigned? • Is their past experience applicable and indicative of success on this project? • Does the project manager have sufficient authority within his organization to effectively lead and manage the project?	30	
3.	**PROJECT UNDERSTANDING AND APPROACH** • Has the Offeror demonstrated a thorough knowledge of the scope of work as outlined in Section 7.5? • Is there sufficient evidence of analysis to lend credibility to the approaches presented? • Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the scope of work for a project of this complexity and magnitude with autonomy? • Are the quality control methods sufficient to result in accurate and high quality documents?	30	
4.	**SMALL BUSINESS PARTICIPATION** • Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives?	10	
5.	SOQ Transmittal Letter signed by an authorized Officer (Pass/Fail – must include but no points scored)	N/A	
	Total	**100**	

Attachment B: Criteria for Evaluation of Discussions/Interviews

		Maximum Score	Actual Score
1.	**STATEMENT OF QUALIFICATIONS (carry over)**[1]	60	
2.	**PRESENTATION** • Quality and appropriateness of the presentation • Logic of the chosen speakers relative to project challenges • Project manager control over the team	10	
3.	**PROJECT MANAGER PARTICIPATION** • Quality of presentation and responsiveness to questions • Understanding of project challenges and requirements • Perceived level of involvement with SOQ structure, content and presentation plan	10	
4.	**KEY STAFF PARTICIPATION** • Quality of presentations and responsiveness to questions • Understanding of assignment challenges and requirements • Perceived level of involvement with SOQ preparation	10	
5.	**UNDERSTANDING OF PROJECT** • Does Offeror convey an understanding of the critical project success factors? • Is the Offeror able to provide evidence of successful small business utilization for this project? • Is the Offeror able to provide evidence of prior project experience with challenges of this magnitude and complexity? • Is the Offeror candid about any project failings that have been instructive for addressing the particular needs of this project?	10	
	Total:	**100**	

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

Attachment C: Sample Contract

Exhibit A: Scope of Work

1.0 BACKGROUND, GOALS 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 Consultant to perform work as described in Section 2 of this Exhibit.

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

AUTHORITY	CONSULTANT
Contract Manager:	Project Manager:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

2.0 SCOPE OF WORK

The Consultant will be performing “Environmental and Engineering Services” work under this agreement as generally described in RFQ No. HSR [_____], which is made a part hereof, and as made more specific by discrete work plans and budgets, including task order proposals, that are to be prepared by the Consultant, subject to refinement in consultation with Authority staff, and are to be effective upon acceptance by the Authority’s Contract Manager.

Pursuant to specific authorization from the Authority Contract Manager, the Consultant is responsible for planning and environmental data; for preparing one or more project-level, site-specific environmental document(s) for high-speed rail (HSR) system in the San Francisco to Central Valley Wye (SF-CVY) Corridor; for conducting analyses, supporting tribal and agency consultation, preparing reports and decision documentation in compliance with Section 106 of the NHPA, Section 4(f) of the U.S. DOT Act, and Section 6(f) of the LWCFA; for conducting natural resource and environmental justice analyses, consultation, reports and decision documentation in compliance with applicable federal and state laws and regulations; for conducting analyses, supporting agency consultation, preparing regulatory permit applications and support documentation in compliance with the federal and state Clean Water Acts, Endangered Species Acts, Clean Air Acts, and all other applicable laws, regulations, orders,

and policies; document management in support of all processes and deliverables; and for compiling and preparing the CEQA and/or NEPA administrative record(s).

The project environmental and regulatory documents will include environmental impact analyses of the HSR line and facilities, including station development, and connections with other modes of transportation. Environmental and regulatory process(s) will include the involvement of the public, interested stakeholder groups, and appropriate local, state, tribal, and federal agencies, as determined in consultation with Authority staff.

The services shall be performed in the SF-CVY Corridor of the State of California with a project office located within the Northern California region. Meetings with the Authority shall primarily take place at the Authority's Northern California office in San Jose; however, there may sometimes be a need to meet at the Rail Delivery Partner's office or other offices in San Francisco or with the Authority's staff in its Sacramento headquarters office.

The focus of this work will be on a portion of the high-speed rail system identified in the Authority's and Federal Railroad Administration's (FRA) certified statewide California High-Speed Rail Program EIR/EIS and the FRA's Record of Decision (both November 2005) and the Bay Area to Central Valley High-Speed Rail Partially Revised Final Program EIR/EIS (April 2012) as the San Francisco to San Jose and the San Jose to Merced sections. The Consultant will be required to develop a work program for each task order to conduct environmental studies, technical reports, environmental documents, and regulatory permit applications that will be used to satisfy both state and federal requirements. The Authority will be the lead state agency and the FRA will be the lead federal agency.

The public involvement program is part of this contract and will be part of environmental and regulatory process(s). Key responsibilities of the Consultant include implementing a regional public and stakeholder involvement, and agency consultation process to assist in identifying and resolving issues and concerns in the study area.

All Work shall be performed on an as-needed, task order basis, pursuant to a mutually agreed work plan and budget for each task, under direction of the Authority Contract Manager and the management and oversight of an integrated team of Authority and RDP staff. Specific task assignments shall be consistent with the Authority's overall schedule for the San Francisco to Central Valley Wye Corridor; the Authority's existing studies, plans, standards, and guidance; an Authority-approved work plan for the Corridor; and other documents that have been prepared or approved previously. A template will be provided by the Authority.

Past work in other HSR sections has been organized into the following tasks. Brief descriptions of each task follow the list of tasks. A task order could include work for all or part of any of the tasks listed below, with the remaining services eliminated or completed by others. A task order can include integration of work performed by others into a final work product to be prepared by the Consultant.

a) Task 1 – Project Management Plan
b) Task 2 – Public Participation Program
c) Task 3 – Project Definition
d) Task 4 – Preliminary Engineering

e) Task 5 – Environmental Impact Analysis
f) Task 6 – Station Area Development and Station Design/Modifications
g) Task 7 – Prepare Draft and Final Project-Level Environmental Document(s)
h) Task 8 – Certification of Environmental Documents and Permitting
i) Task 9 – Right-of-Way Preservation Services
j) Task 10 – Right-of-Way Services for Environmental Site Access and Displacement Impact Analysis
k) Task 11 – Preliminary Engineering for Procurement (PE4P)

2.1 Task 1 – Project Management Plan

This task includes coordinating with RDP and Authority staff for the duration of the EIR/EIS process, preparing and maintaining a project schedule, preparing project status reports, coordinating with other agencies, utilities and stakeholder groups implementing projects in the SF-CVY Corridor; and other general project management activities. The Consultant will be responsible for delivering legally sufficient environmental and regulatory permit documents, and ensuring that the progress of the project is properly reported and documented. The Consultant shall also be responsible for identifying, organizing, retaining/maintaining (in electronic form and hard copy) and documenting all appropriate records, references, and resource documents/materials used for the preparation of the environmental document(s); and compiling and delivering the administrative record(s).

The Project Management Plan shall identify key personnel, coordination of work activities and subconsultants and an integrated approach to managing the work effort to control schedule, budget, and project quality.

The Consultant shall prepare a baseline schedule for completion of work task, deliverables, key meetings (such as presentations to the Authority Board of Directors) and project milestones. The Project Management Plan must also ensure that the work is being undertaken in a technically correct manner that is acceptable to the Authority and FRA, as well as other federal, state, regional and local agencies. The schedule should allow sufficient time for necessary reviews and approvals and circulation periods and shall be updated monthly, tracking actual progress against the baseline.

The Consultant shall be responsible for delivering engineering plans and other design materials to support a legally sufficient environmental document and ensuring that the progress of the project is properly reported and documented. The Consultant shall be responsible for implementing a management system to organize, control, and retain documents and other materials supporting the planning, engineering (by others or by the Consultant at the option of the Authority), environmental, and outreach processes and deliverables; and for complying with the Authority's SharePoint or other cloud-based document collaboration and archival system.

Supplemental to the Project Management Plan, the Consultant shall submit a separate Quality Management Plan (QMP) to the Authority within 60 days of issuance of the Notice to Proceed. The Authority will review the QMP and provide a Statement of No Objection (SONO) or

Statement of Objection with Comments (SOOC) within 10 working days of receipt. The QMP shall address the following:

- Quality management principles
  - **Results**: Quality is ultimately determined by the project outcomes or results.
  - **Project Planning**: Quality must be planned.
  - **Customer Focused:** Quality must involve customers early and often.
  - **Workforce**: Quality requires competent and qualified staff.
  - **Issue Detection**: Quality reduces rework by identifying defects early and often.
  - **Issue Resolution**: Quality requires an effective process to resolve issues and assigns responsibility for action items.
  - **Leadership:** Quality requires that leadership and management be engaged.
- A Quality Management System that is consistent with the latest revision of the Authority's Master Quality Plan (MQP) (http://www.hsr.ca.gov/docs/programs/construction/CP4_RFP_14_32/mandatory/P14_32_IVD_02_Master_Quality_Plan.pdf)

The Authority's Quality Management Team shall perform Quality Surveillance Assessments (QSA) of adherence to the QMP on a periodic basis per the Authority's MQP. The Authority reserves the right to conduct QSAs at any time.

The Consultant shall submit progress reports at least once a month which shall include a narrative description of the work completed for that month for each assigned task. The report should be sufficiently detailed to evaluate whether the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Progress reports shall identify the total number of hours worked by the Consultant's and Subconsultants' personnel by use of a Work Breakdown Structure (WBS) level element(s).A schedule for the submittal of reports, and report content, for the initial phase of work shall be developed within the first 30-days of the contract.

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

Oversight of the contract and required regular meetings shall take place in the Authority or RDP offices in San Jose, San Francisco, or Sacramento at the sole discretion of the Authority. A monthly progress report will be submitted that provides the status of each task and subtask, the schedule, the milestone deliverables, and budget status with a comparison between planned and actual progress.

The Consultant shall be responsible for implementing a management system to organize, control, and retain documents and other materials supporting the environmental, and outreach processes and deliverables; and for complying with the Authority's SharePoint or other cloud-based document collaboration and archival system. Consistent with guidance from the RDP, the Consultant will utilize the SharePoint website to store, access documents, control access to

documents, and to enable version control for documents under production by multiple team members.

The term of this contract shall be three years. All work under this contract shall be negotiated and performed on a task order basis. Completion of work shall be done consistent with the Authority's overall program schedule for development of the high-speed rail system including the following milestone delivery requirements, to be delivered not later than:

<u>San Francisco to San Jose Section:</u>

- Project Scoping – March 2016
- Preliminary Design for Project Definition – May 2016
- Technical Reports – June 2016
- Administrative Draft EIR/EIS – August 2016
- Circulate Draft EIR/EIS – November 2016
- Preliminary Design of FEIR/FEIS Preferred Alternative: – April 2017
- Notice of Determination – November 2017
- Record of Decision – December 2017

<u>San Jose to Merced Section:</u>

- Project Scoping – December 2015
- Preliminary Design for Project Definition – July 2016
- Technical Reports – August 2016
- Administrative Draft EIR/EIS – October 2016
- Circulate Draft EIR/EIS – December 2016
- Preliminary Design of FEIR/FEIS Preferred Alternative: – May 2017
- Notice of Determination – November 2017
- Record of Decision – December 2017

It is understood that events may occur beyond the control of the Consultant that will affect the Consultant's achievement of milestone delivery requirements. The Consultant shall not be held responsible for the delays due to the events beyond Consultant's control.

2.2 Task 2 – Public Participation Program

The public/agency involvement program that is part of this contract will support the environmental documentation and regulatory requirements necessary to successfully complete the CEQA/NEPA process. Key responsibilities of the Consultant include implementing public and stakeholder involvement, and agency consultation processes to assist in identifying and resolving issues and concerns in the study area affecting resources or communities in the study area. This includes strategic, material, and logistical support for meetings, presentations, and

hearings and establishing an overall schedule for key events relating to major milestones and decision-making points in the environmental process (e.g., public review of draft environmental documents).

The Consultant will support the preparation of public hearing/meeting packets; presentations and display materials; meeting support materials, including simulations showing visual and noise impacts of the project. The Consultant will also support setting up and securing meeting sites and all equipment needed for meetings and advertising for meetings. The Consultant may work with other agencies and organizations to get their assistance in helping to publicize meetings. The Consultant will be responsible for the appropriate documentation of all meetings and forums relevant to environmental documentation and prepare the Final Report summarizing the activities and results of the Public and Environmental Justice Outreach Programs, for inclusion in the EIR/EIS. The Consultant will support development of information and electronic documents to put on the Authority and FRA websites, including a “Most Commonly Asked Questions” Document.

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

2.3 Task 3 – Project Definition

The San Francisco to San Jose and San Jose to Merced sections have been evaluated for more than 20 years by the California Intercity High-Speed Rail Commission (1993-1996) and the Authority (1997-2013). The Caltrain JPB, SJRRC, Capitol Corridor Joint Powers Authority and Amtrak currently operate regional and intercity passenger rail service within portions of this corridor. Freight rail service within the corridor is operated by UPRR.

The Consultant will review existing studies, supplemental AA reports, plans and other documents that have been prepared or are under development and summarize as appropriate. The Consultant’s work must be consistent with, build upon, and avoid duplication of the Authority’s previous work, and include the design and impact mitigation practices included in the Authority approval of the HSR system. The Authority’s certified statewide Program EIR/EIS, Bay Area to Central Valley Program EIR/EIS, San Jose to Merced section Checkpoint B, the Authority’s 2014 Business Plan and the technical studies or reports that support these documents are all available on the Authority’s website. The Consultant will not be responsible for developing HSR ridership and revenue forecasts, but will use the work of others as appropriate to carry out the work.

The Consultant will collect any additional data needed to define project and undertake the subsequent work. Information requirements include, but are not limited to:

a) Demographic and land use data and plans

b) Existing and future transit systems

c) Roadway network

d) Requirements of tenant railroads

e) Freight railroad requirements

f) Existing and future travel patterns

g) Base maps

h) Aerial photos

i) Geospatial datasets for use in a Geographic Information System (GIS)

j) Confer with affected stakeholders and agencies of jurisdiction within the study area to assemble all issues, concerns, and standards germane to defining the HSR project

k) Other relevant information

The Consultant will develop, operate, and maintain a GIS to synthesize, manage, maintain, and deliver the geospatial assets to support the HSR planning and project definition, engineering and design, environmental studies and documentation throughout the SF-CVY Corridor. GIS datasets generated to support these disciplines shall be delivered in an Esri file geodatabase format using the ArcGIS for Desktop product suite. File geodatabases must use a version of the ArcGIS for Desktop software no older than version 10.1. Specific GIS deliverables shall be organized and catalogued based on information found within the GIS Standards and Guidance Documentation, which will be provided by the Authority to the Consultant upon NTP. The Consultant shall be responsible for identifying, developing, and procuring all geospatial data sources needed to complete HSR planning and project definition, environmental studies and documentation in the SF-CVY Corridor. GIS requirements will include, but not be limited to:

- Esri ArcGIS for Desktop product suite (version 10.1 or more recent).
- GIS data structures, relational databases, and data interoperability.
- GIS data entry, digitization, and data manipulation.
- Design and development of integrated spatial or non-spatial GIS databases.
- Application of coordinate systems and projections.
- Research, development, maintenance, update, and retrieval of information from various geospatial and non-spatially related files and databases.
- Assessment of currency, accuracy, usefulness, quality, or completeness of documentation and metadata of existing or incoming data.
- Construction, maintenance, and refinement of the processes necessary to employ Esri ArcGIS software for environmental impact analyses using geospatial datasets and geo-processing functions.

- Identification of spatial relationships, analyses using spatial data, interpretation and mapping of results, and providing detailed and concise cartographic products.
- Processing of raster-based data derivatives.
- Linear referencing and dynamic segmentation.
- Workflow automation routines and practices.
- Geographical measurement, field data collection and organization, use of global positioning systems, and quality assurance.
- Integration with environmental resource planning, environmental permitting and compliance, CEQA and NEPA analyses, cultural resource investigations; and other resource impact analyses.

Based on the review of existing studies and other documents and collected information, and under the direction of the Authority in consultation with FRA, the Consultant will:

- Prepare Project Definition(s) that include thorough refinement and description of the HSR alignment, station, facility and other design alternatives to be investigated in the project environmental documents and other regulatory process(s).
- Prepare, update, revise, and finalize definition of alternative and complete analysis reports.
- Prepare all documents and ancillary materials, conduct interagency coordination, confirm Checkpoint A and conclude Checkpoint B under Authority and FRA direction, as required by the NEPA/Section 404/Section 408 Integration Memorandum of Understanding (NEPA MOU[2]).
- Develop recommendations for incremental development of the SF-CVY Corridor.
- Investigate and analyze funding opportunities for progressive HSR build-out

Support Authority consideration, as needed, for alternative project procurement

2.4 Task 4 – Preliminary Engineering

The Consultant shall be responsible for developing preliminary design at levels of detail and completeness sufficient for fully describing HSR project alternatives, conducting all environmental impact analyses, designing practical and feasible on-site mitigation measures,

[2] See www.hsr.ca.gov/docs/programs/eir_memos/Proj_Guidelines_NEPA404_408MOU.pdf. This MOU is subject to change; subsequent versions will supersede and be applicable at the time of signatory acceptance.

completing required technical reports and analyses, advancing regulatory permitting, developing quantities and supporting preparation of accurate capital cost estimates, identifying potential right-of-way needs, including utility relocations, and developing construction staging requirements. The Consultant's preliminary design shall encompass various civil aspects of the project, including high-speed rail facilities as well as non-rail project elements (e.g., roadways, canals, structures, freight railroads, etc.), subject to Task Orders. The preliminary design shall include:

a) Corridor survey, mapping, and aerial photography as required to advance the preliminary design
b) Plan and Profile drawings of the HSR alignments, stations and station sites, grade crossings, maintenance facilities, signal/train control and electric power facilities, emergency/maintenance access roads, construction access roads/staging areas, retaining walls, tunnels and bridges or other structures or features, and other related improvements
c) Typical cross sections
d) Advanced Planning Studies for new bridges, tunnels, retaining walls, stations, special structures and for modifications to existing structures
e) Required modifications to existing/proposed electric traction facilities and catenary designed or constructed by others
f) Electric power connections to the service utility and improvements to utility infrastructure required to furnish sufficient power for HSR operations and maintenance
g) Track straightening, geometric or superelevation modifications to meet speed and comfort requirements
h) Pedestrian and vehicular traffic analysis and circulation plans necessary to support any proposed road closures or other local transportation pattern modifications
i) Grade crossing improvements, grade separations, and related operational and safety improvements
j) Right-of-way requirements, including public and private utilities that may be affected by the project
k) Construction needs, mobilization and staging areas, methods, and durations
l) Landscaping and amenities
m) Station site layouts (including pedestrian, bicycle, auto access and parking)
n) Renderings of proposed stations
o) Locations and functional layouts of support facilities (maintenance, storage, substations, etc.)
p) Utility protection, reconstruction, and relocation needs
q) Analysis of freight and passenger railroad demands for the Corridor
r) Analysis of potential impacts of proposed freight operations on HSR infrastructure or operations
s) Analysis of host and/or tenant requirements
t) Geotechnical investigations and reports (GI Phase 1)
u) Evaluating existing overhead structures running over or adjacent to HSR alignments to assess their geometric, structural/seismic capacity and remaining service life compatibility to CHSRA structures

v) Prepare Administrative Draft Caltrans Project Reports that will ultimately recommend Caltrans approval of the project for work adjacent or crossing the State Highway System. The reports and supplemental data shall be prepared in accordance with the most recent guidelines contained in the Caltrans Project Development Procedures Manual (http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm).

w) Engineering quantities and cost estimates

The Consultant shall develop preliminary engineering design materials for the HSR alignments, station design and modifications, grade crossings, maintenance facilities, signal and electric power facilities, bridges, rail tunnels or other structures in consideration of Caltrain's CalMod implementation and in accordance with the most current version of the Authority-adopted guidance including, but not limited to, these documents:

- Technical Memorandum (TM) 0.1 Preliminary Engineering for Project Definition Guidelines[3]
- Technical Memorandum (TM) 0.1.1 Preliminary Engineering for Procurement Guidelines[4]
- Project Level EIR/EIS Environmental Methodology Guidelines, Version 5[5]

Further detail on Authority guidance applicable to preliminary design in support of environmental and permitting tasks is summarized in Appendix A: California High-Speed Rail Authority Technical Guidance and Data Resources in the Project Level EIR/EIS Environmental Methodology Guidelines.

Task #4 preliminary engineering designs will be sufficiently detailed to support the completion of required environmental documentation and regulatory permit applications. Design drawings will be used to complete cost estimates. The Consultant shall need to purchase and incorporate into the work the appropriate aerial mapping for this task. The Consultant shall develop HSR cost estimates, documenting all project components. Costs are to be presented in current year. Unit costs for systems elements (signaling/train control, communications, and electrification) and HSR vehicles will be provided by the Authority.

The Consultant shall implement, as directed by the Authority, a formal design review process including the railroad operating partners in the Corridor (e.g., Caltrain JPB and TJPA).

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[3]http://www.hsr.ca.gov/docs/programs/eir_memos/Proj_Guidelines_TM0_1_PE_for_Project_Def_Guidelines_R4_021815.pdf

[4]www.hsr.ca.gov/docs/programs/eir_memos/Proj_Guidelines_TM_01_1_Preliminary_Engineering_for_Procurement_Scope_R3_131224_no_sigs.pdf

[5] www.hsr.ca.gov/docs/programs/eir_memos/Proj_Guidelines_EIR_EIS_Environmental_Methodology_Version5.pdf

The Consultant shall develop an incremental plan as directed by the Authority to construct the project over a phased implementation schedule, dependent on funding. The Consultant shall recommend appropriate construction elements for each increment of implementation. This plan shall identify operable project segments or elements of the HSR infrastructure (such as grade separations) that could be constructed early and bring near-term project benefits to existing freight rail and conventional passenger rail services, as well as other increments of construction to build out the full set of improvements over a phased implementation plan.

The Consultant shall prepare a geotechnical investigation plan, prepare and facilitate approval of NEPA impact analyses and documentation for ground-disturbing investigations, perform preliminary geotechnical investigations within public right-of-way (GI Phase 1), assist in the procurement of a separate geotechnical investigation contract for investigations outside of public right-of-way (GI Phase 2), coordinate with the geotechnical contractor for GI Phase 2 investigations, compile all geotechnical data from investigations, develop a preliminary geotechnical baseline report and rail tunnel design and analysis in support of preliminary engineering, impact analyses and conclusions, and mitigation design for the environmental documents.

The Consultant shall also evaluate all existing Type 2 structures (existing structures over the HSR alignment). This evaluation may include seismic analysis to determine deficiencies and upgrade strategies to ensure that the Type 2 structures do not pose a hazard to the HSR operations. This effort would require the preparation of a Strategy Report for each bridge and tunnel (similar to a Caltrans Seismic Strategy Report) that would include deficiencies (from Caltrans maintenance reports) that could affect HSR operations. The approved strategy report would be the basis to clear proposed construction work within the environmental documents and included in the construction bid documents.

At the option of the Authority and subject to Task Orders, the Consultant may be requested to perform the following additional services:

a) Update and prepare Draft and Final Caltrans Project Reports that will ultimately recommend Caltrans approval of work adjacent or crossing the State Highway System. The reports and supplemental data shall be prepared in accordance with the most recent guidelines contained in the Caltrans Project Development Procedures Manual.

b) Perform additional geotechnical investigations (GI Phase 2). These additional investigations may include some or all of the geotechnical investigations on private right-of-way in support of preliminary engineering, impact analyses and conclusions, and mitigation design for the environmental documents.

c) Update the preliminary geotechnical baseline report using Phase 2 geotechnical investigations.

2.5 Task 5 – Environmental Impact Analysis

The Consultant will prepare technical reports for the environmental resource topics relevant to the SF-CVY Corridor. The task order work plan for these reports should identify anticipated fieldwork needed as part of the site-specific environmental analyses and incorporate this into the project schedule. It should detail any right-of-way and environmental or regulatory permits needed to perform site-specific field studies. It should be noted that some fieldwork has already been performed for San Francisco to San Jose section. The Consultant will respond to three rounds of review on the administrative draft and final technical reports:

1. First round of review by the Authority and FRA
2. Second round of review by cooperating and responsible agencies;
3. Third round of review will be final review by the Authority and FRA.

Technical reports prepared for each topic of environmental analysis shall include a description of the existing environmental conditions (Affected Environment) that could be affected by the No Project and HSR Project Footprint and resource study area for each resource as per the parameters set out in the Project Level EIR/EIS Environmental Methodology Guidelines[6]. The technical reports will discuss the methods to conduct the analysis, measures used to define the study area, regulatory requirements, and any CEQA or NEPA significance criteria specific to the environmental topic. HSR construction and operations impacts, and cumulative impacts will be described, with mitigation measures identified when warranted. The technical studies and corresponding impacts analyses will be incorporated into the Administrative Draft environmental document, along with the appropriate mitigation measures required to mitigate adverse impacts related to the Alternative(s).

The reports will be prepared in accordance with the most current version of the Project Environmental Document Style and Preparation Guidelines developed by the Authority[7]. Technical reports typically produced for the HSR system include the following:

- Aesthetics/Visual Quality
- Agricultural Farmland and Forest Land
- Air Quality
- Biological Assessment

[6] www.hsr.ca.gov/docs/programs/eir_memos/Proj_Guidelines_EIR_EIS_Environmental_Methodology_Version5.pdf
[7] www.hsr.ca.gov/docs/programs/eir_memos/EnvDocStyleGuide_Final_041715.pdf

- Biological Resources/Wetlands
- Community Impact Assessment
- Environmental Justice Engagement Summary Report
- Geology, Soils, Seismicity
- Hazardous Materials/Wastes
- Historic Architectural Survey Report
- Historic Property Survey Report
- Hydrology/Water Resources
- Noise/Vibration
- Paleontological Resources
- Draft Relocation Impact Report
- Transportation
- Watershed Evaluation Report
- Wetlands Delineation

Review existing technical reports and update as needed, with results from supplemental field studies and stakeholder/agency consultation prior to incorporating information into the environmental documents. This evaluation work will be performed to determine consistency with rules and regulations set forth by relevant agencies, including (but not limited to):

- United States Army Corps of Engineers
- Environmental Protection Agency
- California State Office of Historic Preservation
- U.S. Fish and Wildlife Service
- National Oceanic and Atmospheric Administration Fisheries
- California Department of Fish and Wildlife
- California Department of Transportation
- State Water Quality Control Board
- California Public Utilities Commission

- Bay Conservation and Development Commission
- San Francisco, San Mateo, Santa Clara, and Merced Counties
- Cities and all other local jurisdictions along the HSR alignment between San Francisco and San Jose and San Jose to Central Valley Wye
- Tribal Governments

The Consultant may also be requested to perform additional Hazardous Waste and Materials studies and reports beyond the Phase 1 reports identified above. The additional Phase 2 Hazardous Waste and Materials studies and reports include those necessary to acquire right-of-way and to support a separate design-build contract.

2.6 Task 6 – Station Area Development and Station Design

The Authority is committed to encouraging the adoption of transit oriented development (TOD) plans at HSR stations. The Consultant shall work closely with the local jurisdictions, public, business community, and the Authority in coordinating HSR station designs with ongoing station area planning efforts, if applicable. Station area plans should reflect the values of the community, encourage public participation, and meet the Authority's Sustainable Design Policy which builds upon the Sustainability Policy Directive (August 2013) by defining specific sustainability objectives for high-speed rail facilities that demonstrate leadership in environmental, social and economic sustainability. This policy lists requirements for the planners, designers, contractors, owners and operators of high-speed rail facilities so that these facilities enhance the natural environment, and provide a high-value experience for passengers and surrounding communities. This policy was built from global best practice for green buildings and district scale infrastructure planning. Station designs must promote customer service, ridership, value-capture, and transit-oriented environments that provide an alternative to single-occupant automobiles, shape attractive public spaces that serve the station and surrounding community, and design multimodal station access that facilitates (and is not a barrier to) walking and cycling, which are the top priority fir station access.

The Consultant is responsible for developing preliminary station designs for 4th and King,[8] Millbrae, San Jose, and Gilroy Stations and station areas. These stations are intended to utilize best practices thereby laying the foundation for state-of-the-art sustainable structure. Platform design for level boarding at all Caltrain stations will be required.

[8] The JPB has not reviewed HSR serving the 4th and King Station and has not assumed it as part of the blended viability analysis.

2.7 Task 7 – Prepare Draft and Final Project Environmental Document(s)

The Consultant will prepare the administrative review versions, Draft environmental document(s) and Final environmental document(s) for the SF-CVY Corridor. The Consultant will use the guidance on content and document layout developed by the Authority to produce the Administrative Draft, Draft and Final versions of the EIR/EIS.

Under direction from the Authority, the Consultant will be responsible for undertaking all activities associated with the development, publishing, circulation, and approval of the environmental document(s) for the SF-CVY Corridor, including:

a) Update or prepare notice(s) of intent (NOI) and notice(s) of preparation (NOP).

b) Finalize an NOI/NOP mailing list.

c) Noticing and Circulation of the NOI/NOP, as needed.

d) Confirm environmental methodologies and evaluation criteria.

e) Writing the environmental document(s).

f) Publishing the notice of availability.

g) Printing, distributing, and circulating the draft environmental document(s), including an Initial Preferred HSR Alternative.

h) Developing a summary of public comments.

i) Drafting responses to comments (including any additional environmental/engineering work).

j) Editing/refining/changing the environmental document(s) based on, Authority and FRA direction.

k) Printing, preparing and sending notices of completion and availability.

l) Distributing the final environmental document(s).

The EIR/EIS will evaluate the direct and indirect construction and operation impacts of the proposed SF-CVY Corridor. Topics to be considered will include:

- Transportation
- Air Quality and Global Climate Change
- Noise and Vibration
- Electromagnetic Fields and Electromagnetic Interference
- Public Utilities and Energy

- Biological Resource and Wetlands
- Hydrology and Water Resources
- Geology, Soils, Seismicity and Paleontological Resources
- Hazardous Materials and Wastes
- Safety and Security
- Socioeconomics and Communities
- Station Planning, Land Use and Development
- Agricultural Farmland and Forest Land
- Parks, Recreation, and Open Space
- Aesthetics and Visual Quality
- Cultural Resources
- Regional Growth
- Cumulative Impacts
- Section 4(f) and Section 6(f) Evaluations
- Environmental Justice
- Other CEQA/NEPA Considerations
    - Significant and Unavoidable Adverse Impacts
    - Relationship between Short-term Use of the Environment and the Enhancement of Long-term Productivity
    - Significant Irreversible Environmental Changes that Would Result from the Proposed Project if Implemented
- Public and Agency Involvement

The Consultant will respond to four rounds of review on the administrative draft and final EIR/EIS. Consultant shall provide 15 CDs and 15 hard copies for each of the four following rounds of administrative reviews:

1. First round of review by the Authority and FRA.
2. Second round of review by cooperating and responsible agencies.

3. Third round of review will be a final review by the Authority and FRA.

4. Fourth round of review will be clearance of the Draft and Final EIS for circulation.

All comments received during the public review period for the Draft EIR/EIS will be logged, coded, and appropriate responses developed using the RDPs program called CommentSense. Through the comment coding process, the Consultant will identify specific comments that require input from the RDP, Authority and FRA. Up to 2,000 individual comments may require responses.

Draft EIR/EIS Circulation

The Consultant will prepare and distribute hard copies and CDs of the Draft EIR/EIS to federal, state, and local agencies, public libraries and interested parties. Documentation typically produced for the Draft EIR/EIS includes the following:

- Up to 150 hard copies (each consisting of two volumes with approximately 800 double-sided pages) and 150 CDs of the Draft EIR/EIS and appendices for distribution to public agencies and repositories.

- Up to 2,000 CDs for public distribution and a .pdf version of the Draft EIR/EIS for posting on the Authority and FRA websites.

- Preparation of a Notice of Completion (CEQA) and Notice of Availability (NEPA) for publication in the Federal Register that includes the comment period dates, review copy locations, public hearing dates, and where to direct comments. FRA will post the Notice of Availability on the Federal Register.

- Letters to accompany the documents, up to 5,000 postcards for public distribution, and local newspaper advertisements.

Final EIR/EIS Circulation

The Consultant will prepare and distribute hard copies and CDs of the Final EIR/EIS to federal, state, and local agencies, public libraries and interested parties. Documentation typically produced for the Final EIR/EIS includes the following:

- Up to 150 hard copies (each consisting of two volumes with approximately 800 double-sided pages) and 150 CDs to accompany the hard copies of the Final EIR/EIS and appendices for distribution to public agencies and repositories.

- Up to 2,000 CDs that include the Final EIR/EIS (including response to comments) and appendices.

- 500 hard copies of the Final EIR/EIS Executive Summary with standard responses only.

Posting the Notice of Availability in local papers and providing information for posting on the Authority and FRA websites.

2.8 Task 8 – Certification of Environmental Document(s) and Permitting

The Consultant will prepare other related environmental documents that are required as part of the certification of the project environmental document(s), including analyses, agency consultation, and documentation required by Section 4(f) of the US Department of Transportation Act of 1966 and Section 6(f) of the Land and Wildlife Conservation Fund Act of 1965; analyses, documentation, public review, and file revision of Air Quality Conformity Determination; Findings of Fact and Statement of Overriding Considerations; the Record of Decision/Notice of Determination (ROD/NOD); and the Mitigation, Monitoring and Enforcement Plan (MMEP).

Further detail on Authority guidance in support of environmental and permitting tasks is summarized in Appendix A: California High-Speed Rail Authority Technical Guidance and Data Resources in the Project Level EIR/EIS Environmental Methodology Guidelines.

The Consultant will be required to conduct, as directed by the Authority or FRA, all investigations and analyses, support agency, tribal and stakeholder consultations, and prepare all reporting, decision, and agreement documentation in accordance with Section 106 of the National Historic Preservation Act and the Programmatic Agreement (PA) between the Advisory Council on Historic Preservation, FRA, the Authority, and the State Historic Preservation Officer (SHPO).

The Consultant will be required to conduct investigations and analyses, support agency consultations, prepare applications and support the processing of all permits required for compliance with the Section 404(b)(1), 401 and 402 of the Clean Water Act and applicable regulation, state and federal Endangered Species Acts and applicable regulations, Section 1600 *et al.* of the State Fish and Game Code, Clean Air Act and applicable regulations, any other applicable laws or regulations. The Consultant will be required to initiate consultation through Section 7 of the federal Endangered Species Act on behalf of the FRA; including preparation of biological assessment(s) and coordination with the United States Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration (NOAA). The Consultant shall also engage the California Department of Fish and Wildlife Service (DFWS) to obtain authorization under a Section 2081 Incidental Take Permit for State listed species.

The Consultant may lead consultation with the United States Army Corps of Engineers for authorization to modify federal flood control facilities under Section 14 of the Rivers and Harbors Act and permissions pursuant to Section 404 of the Clean Water Act.

The Consultant will be required to prepare the biological and wetland resources survey plan and methodology to identify resources subject to permitting requirements and to determine the anticipated permit requirements. The Consultant may be required to develop a conceptual mitigation plan for anticipated permits, including an appropriate mix of on-site and off-site compensatory mitigation. Services related to the mitigation plan may include real estate services to evaluate lands needed for mitigation through options or other instruments in advance of fee or easements acquisition.

The Consultant will be required to conduct investigations and analyses, conduct interagency coordination in support of agency consultations, and prepare all reporting, decision-support, and agreement documentation, and evaluate project alternatives to support the identification of a Least Environmentally Damaging Practical Alternative (LEDPA) (for the Draft environmental documents) and the LEDPA Determination (for the Final environmental documents) under Authority and FRA direction. The criteria and methodology for LEDPA-related evaluations and determinations will be consistent with the requirements of the Memorandum of Understanding between the Authority, FRA, US Army Corps of Engineers, and US Environmental Protection Agency on the integration of NEPA, Clean Water Act Section 404, and Rivers and Harbors Act Section 14 (NEPA MOU[9]).

The Consultant will conduct investigation, analyses, and support agency consultation for compliance with Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations and any other applicable laws or regulations. The Consultant may be required to conduct all investigations and analyses, support agency consultations, prepare applications and process regulatory permits required to implement the project, including but not limited to fire and life safety, utility connections, grade crossings, and quiet zone application support, as directed by the Authority.

The Consultant will be required to coordinate with the Authority, its consultants or counsel, and other regional consultants for purposes of permit strategy development, streamlining and consistency. Subsequent to NOD/ROD and approval of regulatory permits, the Consultant will provide services to support MMEP implementation, environmental and permit re-evaluations for final project design, and compliance with MMEP and other applicable regulatory requirements during project construction.

2.9 Task 9 – Right-of-Way Preservation Services

For the portions of the Corridor where a general alignment has been defined and selected, the Consultant shall conduct assessments to identify segments at risk of imminent development or other changes in use that could significantly increase implementation costs and difficulty. The Consultant shall identify potential public and private utilities in place or planned that may be affected and require modifications or relocations as a result of the project. The Consultant may develop recommendations for protective advance acquisition consistent with state and federal requirements and shall perform any necessary coordination with other federal, state and local agencies and may support the Authority in making acquisitions to the extent such acquisitions have been approved and authorized by the Authority and consistent with available funding. All services rendered shall conform to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

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[9] See www.hsr.ca.gov/docs/programs/eir_memos/Proj_Guidelines_NEPA404_408MOU.pdf. This MOU is subject to change; subsequent versions will supersede and be applicable at the time of signatory acceptance.

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

a) Shared right-of-way with rail owners and operators,

b) Shared capital and operating costs,

c) Types of improvement required to maintain existing operations while allowing high-speed train operations, and

d) Other critical matters such as:

   1. Liability indemnification,

   2. Insurance requirements, and

   3. Other operational matters

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

2.10 Task 10 – Right-of-Way Services

Consultant is responsible for determining all right-of-way needed to perform fieldwork for all preliminary engineering and technical studies. The Consultant shall provide necessary right-of-way services to support the complete execution of required environmental analyses and documentation, including but not limited to:

- Permissions to Enter sites to conduct field investigations for the collection of data for preliminary engineering, environmental and community impact analyses.

- Analyses of displacements, relocations, and conversion of land uses associated with the construction, operation, and maintenance of HSR facilities, equipment, and services.

At the option of the Authority, the Consultant may be requested to perform the following additional services:

- Perform right-of-way engineering, appraisal and acquisition services in support of separate contracts, including but not limited to geotechnical investigations (Phase 2) and final design/build services.

2.11 Task 11 – Preliminary Engineering for Procurement (PE4P)

At the option of the Authority and subject to Task Orders, the Consultant may be requested to perform the following services:

a) Update and prepare preliminary engineering design for the HSR alignments, stations and station sites, grade crossings, maintenance facilities, signal and electric power facility sites, emergency/maintenance access roads, retaining walls, tunnels and bridges or other structures, and special provisions for design-build procurement contract(s), in accordance with all Authority adopted guidance including, but not limited to the most current version of TM 0.1.1 Preliminary Engineering for Procurement Guidelines (PE4P)

b) Develop quantities and support preparation of detailed cost estimates, documenting all HSR components for design-build procurement contract(s), in accordance with all Authority-adopted guidance including, but not limited to the most current version of TM 0.1.1 Preliminary Engineering for Procurement Guidelines (PE4P)

c) Update the staged construction plan for the design-build procurement(s)

d) Perform additional geotechnical investigations (GI Phase 2) needed for the design build procurement(s). These additional investigations may include some or all of the geotechnical investigations on private right-of-way.

e) Prepare a final geotechnical baseline report for the design build procurement(s).

3.0 Task Orders

The Authority Contract Manager has the sole authority and responsibility to make amendments and revisions to the scope of work, schedule, cost or deliverables in a task order.

The Authority will prepare a draft task order, less the cost estimate. The draft task order shall identify (with specificity) the following:

- Scope of services.
- Deliverables.
- Performance criteria or performance tests for the services (which demonstrate that the deliverables and schedule to submit deliverables satisfy the purpose or goal of the task order.
- Period of performance, the task order term, dates of service or project schedule, and/or due dates.
- Any milestone deliverables (including, but not limited to, any deliverables that shall be delivered and accepted prior to subsequent work being performed.
- Sufficient data to tie the task order to the Contract (including contract number, name of the Authority Contract Manager, and name of the Consultant).

The draft task order shall be delivered to the Consultant for review.

The Consultant shall review the draft task order. Any questions regarding deliverables, expected results, schedule, etc., should be directed to the Authority Contract Manager for clarification.

The Consultant shall submit a work plan and a cost estimate including, at a minimum, the names of the individuals proposed to work on the task, the individuals' classifications, the duties the individual shall perform for such task, a written estimate of the number of hours per staff

person under each duty or activity, any anticipated reimbursable expenses, and an estimate of SB/DBE/DVBE utilization for the task. The total dollar amount shall be based on the rates in the Cost Proposal of the Contract.

The cost estimate shall be in the format prescribed in the draft task order. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of professional judgment. Provided agreement is reached on the negotiable items, both the Authority and the Consultant shall finalize the task order. If the Authority and Consultant are unable to reach an agreement, the Authority may terminate the Contract. No payment shall be due or made for any work performed under an unsigned task order, and the Authority shall not pay for any work described in an unsigned task order.

Other information may be required at the request of the Authority Contract Manager. The Authority shall provide the Consultant electronic templates of task order formats and required boilerplate language. All personnel to be used in the task order shall be among those identified in the Consultant's Cost Proposal.

At the Authority Contract Manager shall monitor and verify Consultant's performance and deliverables. The Authority Contract Manager shall have the ultimate responsibility and authority to verify Consultant's performance cost, schedule and deliverable(s).

Any services to be provided by the Consultants shall only be performed pursuant to a Task Order that provides a detailed description of the services performed, the time frame for the Work to be performed, the not to exceed amount to be charged, and the estimated expenses.

It is acknowledged by the Consultant that it shall perform all incidental work required to complete the services described in the Task Order, including Work for which no specific proposal item was included, and the including Work that is required to furnish final, complete Work consistent with the intent of the Agreement. All such incidental Work shall not be considered extra Work for which additional compensation or an increase in the not to exceed compensation can be claimed.

The services described herein are not exclusive, and the Authority reserves the right to enter into other agreements covering the same or similar services or to perform the same or similar services itself or through its agents. A task order could include work for all or part of any of the tasks listed in this scope of services. A task order may require integration of work performed by others into a final work product to be prepared by the Consultant.

The Authority requires its professional Consultants to provide services of the highest quality within a constrained schedule in order to meet program commitments. It is acknowledged by the Consultant that time is of the essence in the performance of each task of this Agreement. The services and any defined deliverables shall be completed and delivered to the Authority or its agent in a prompt and timely manner so as to permit the effective review and employment of the deliverable by the authority during and throughout the performance of the Agreement.

Consultant will be required to submit a fee proposal and hourly billing rates for the prime Consultant team and for all Subconsultants. The Consultant and all Subconsultants shall maintain an acceptable cost accounting system and a time recording system which is Task Order specific. The Consultant may be required to maintain time records on a sub-task basis.

The Authority will not pay for Work which is defective, does not conform to program requirements or the instructions of the Authority or its agents, or which is delivered in an untimely manner such that it cannot be used for its intended purposes. In the event Work is deemed defective by the Authority in its sole discretion, then at the Authority's discretion the Consultant shall either (1) correct the Work at no charge to the Authority, or (2) adjust its charges to the Authority to remove the charges which resulted in the performance of the defective Work.

For each Task Order the Consultant will propose Performance Targets and Measures suitable for measuring performance towards the Authority's Performance Objectives, which will be provided to the Consultant when the Task Orders are established.

4.0 Agreement Term

This Agreement shall become effective on xxx, 2015, as presented herein and shall remain effective for 5 years from approval date. No work shall begin before that time and the Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed from the Authority Contract Manager.

Exhibit B: Budget Detail and Payment Provisions

1.0 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 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 Consultant or to furnish any other considerations under this Agreement and the Consultant 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 Consultant 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.

2.0 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 Authority's Contract Manager, the Authority agrees to reimburse the Consultant for actual costs incurred The rates in the Budget Detail are rate caps, or the maximum allowed to be billed over the duration of this Agreement.

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

2.1.2 The following certification shall be included on each invoice and signed by the authorized official of the Consultant:

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

2.1.3 The total amount payable by the Authority for this agreement shall not exceed $36 million. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less.

2.1.4 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 45 calendar days after completion of each billing period or upon completion of a task to:

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)

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

3.0 PAYMENT REQUEST FORMAT

3.1 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.

3.2 A request for payment shall reference the Agreement number and shall consist of, but not be limited to, the following:

3.2.1 Agreement number, date prepared, and billing period.

3.2.2 The Consultant's loaded hourly labor rates by individual, inclusive of fees (fringe, direct and indirect overheads, general and administrative fee, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.

3.2.3 Other direct costs, including special equipment if requested by the Authority, travel, miscellaneous, and materials.

3.2.4 An indication if the Consultant is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.

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

3.2.6 Receipts for travel, including departure and return times.

3.2.7 By work plan category or task (as specified in the Budget Detail and by reference to Task Orders, when applicable): cumulative amounts, budgeted per agreement, billed to date, current billing, and balance of funds.

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

3.2.9 Any other deliverables due during the billing period.

3.2.10 Subconsultant awardees and vendors invoices:

3.2.10.1 In addition to requirements listed above, Subconsultant invoices shall also include indication of whether a Subconsultant or vendor is a California Certified Small Subconsultant services and expenses invoiced for payment under this Agreement. Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.

4.0 TRAVEL AND PER DIEM RATES

4.1 Consultant shall be reimbursed for pre-approved travel and per diem expenses using the same rates provided to non-represented state employees. Travel must be pre-approved for each trip; and the Consultant must pay for travel in excess of the approved rates. The Consultant may obtain current rates at the following website: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx.

4.2 All travel not specified in a Task Order requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Consultant's approved Northern California_office location. Travel to the Consultant's approved Northern California office from other locations is not reimbursed under this Agreement.

4.3 The Consultant 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. Travel receipts, shall be submitted with invoices requesting reimbursement from the Authority.

5.0 COST PRINCIPLES

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

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

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

6.0 PROMPT PAYMENT CLAUSE

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

7.0 EXCISE TAX

7.1 The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Consultant. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

8.0 INVOICE DISPUTES

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

9.0 TASK ORDERS

9.1 Any Work to be provided by the Consultant under this Agreement shall only be performed pursuant to an authorized task order that provides a detailed description of the services or tasks to be performed, the estimated required hours, the rates to be charged, and any estimated expenses.

9.2 A task order shall identify at a minimum the following:

a. The scope of services
b. Deliverables
c. Performance criteria
d. Period of performance
e. Method of compensation, e.g., time and materials, lump sum, etc.

9.3 Task orders shall be signed by the Authority's Contract Manager.

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

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

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

If you do not have internet access, please contact the Point-of-Contact identified in Section 3.1of this RFQ to receive a copy

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Exhibit D: Special Terms and Conditions

1.0 CONTRACT MANAGEMENT

1.1 The Consultant's Project Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Consultant 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.

1.2 The Authority may change its Contract Manager at any time by giving written notice to the Consultant.

2.0 SUBCONTRACTS

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

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

2.3 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.

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

2.5 Any substitution of Subconsultants must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute Subconsultant.

2.6 Consultant shall submit monthly progress reports on small businesses, including DBE and DVBE utilization to the Authority. The Authority and Consultant will keep a running tally of actual invoiced amounts by small businesses for work committed to them during the contract performance. The "Monthly SB Invoice Report Summary and Verification" will be used to keep the running tally. The SB Invoice Report Summary and Validation

reporting requirements captures SB utilization at all tiers. This requirement shall also include any amended portion of the contract.

2.7 Consultant shall submit the SB 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 SB Invoice Report Summary and Verification are 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 Veteran's Code § 999.5(d).)

2.8 The monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information.

2.8.1 Name of each small business participating under the respective contract.

2.8.2 Type of work assignment designated to each small business.

2.8.3 The eligible dollars committed to each small business.

2.8.4 The eligible dollars invoiced to each small business during the reporting period.

2.8.5 The dollars invoiced to date for each small business.

2.8.6 The dollars invoiced to the small business as a result of a change order or other cost modification.

2.8.7 The dollars invoiced to date as a percentage of the total commitment to each small business.

2.8.8 The tier hierarchy of each Subconsultant.

2.8.9 An Authorized Consultant's Signature that certifies under penalty of perjury that it has complied with all SB 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.

3.0 CONFIDENTIALITY OF DATA

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

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

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

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

3.5 All information related to any construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than the Authority.

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

4.0 CONFIDENTIALITY CLAUSE

4.1 The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with state or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

4.2 Consultant 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 Consultant directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates or representatives to the Consultant.

5.0 CONFLICT OF INTEREST

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

5.2 The Consultant may be required to submit an Economic Interest Statement (Fail Political Practices Commission's Form 700) from each employee or Subconsultant whom the Authority's Legal Division, 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 Subconsultant. Each employee and Subconsultant determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who performed the same nature and scope of work as the Consultant.

6.0 SETTLEMENT OF DISPUTES

6.1 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.

6.2 To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section 5.1 above will be decided by the Authority's Chief Program Manager, who may consider any written or verbal evidence submitted by the Consultant. The decision of the Chief Program Manager, issued in writing, will be the final decision of the Authority. The final decision of the Authority is not binding on the Consultant.

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

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

7.0 TERMINATION

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

7.2 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 Consultant.

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

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

8.0 NON-WAIVER

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

9.0 CAPTIONS

9.1 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 of intent of the clauses.

10.0 STOP WORK

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

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

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

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

Exhibit E: Supplemental Terms and Conditions

1.0 ORDER OF PRECEDENCE

1.1 The Work performed under this Agreement shall be in accordance with the scope of work as detailed in Exhibit A, and the Consultant's Statement of Qualifications (SOQ) dated xxxx, 2015, which is attached hereto as Attachment 1 and Request for Qualifications. 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.

1.1.1 Terms of this Agreement, and any amendments.

1.1.2 Task orders or approved work plans.

1.1.3 Consultant's SOQ dated [TBD].

1.1.4 Request for Qualifications for Environmental, Engineering and Design Services dated [TBD], RFQ No. HSR 15-[XX].

2.0 INDEMNIFICATION

2.1 The following Indemnification Clause replaces in its entirety, Section 5 of Exhibit C: GTC 610.

2.2 Consultant agrees to indemnify, defend, and hold harmless the Authority, FRA, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors or omissions of the Consultant. The Consultant will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or wrongful acts, errors, or omissions of the Consultant. The Consultant's indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors or omissions of Consultant with regard to such third parties.

2.3 The Consultant shall not be responsible or obligated to indemnify the Authority from claims, demands, costs, or liability to the extent caused by the Authority's active negligence or sole negligence.

3.0 EVALUATION OF THE CONSULTANT

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

4.0 FORCE MAJEURE

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

4.1.1 Causes beyond the control of both the Consultant and Subconsultant, and

4.1.2 Without the fault or negligence of either of them.

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

5.0 PREVAILING WAGES

5.1 Pursuant to the provisions of Section 1773 of the Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at the Authority's offices, and will be furnished to the Consultant and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Consultant may be required to pay the wage rate of the most closely related craft or classification shown in such determinations. If there is any conflict between the state prevailing wage, the federal prevailing wage and the Authority's Community Benefits Agreement, the highest rate shall be paid.

6.0 STANDARD OF CARE

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

6.1.1 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 conditions;

6.1.2 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 circumstance; and

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

7.0 DAMAGES DUE TO ERRORS AND OMISSIONS

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

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

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

8.0 LEGAL NOTICE

8.1 This clause is not intended to apply to normal, daily communications between the parties related to the progress of the 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. This section is not intended to replace any other applicable legal requirements.

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

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

8.3 The project representatives identified in Exhibit A, Section 1.3 shall be notified via email when a notice is sent.

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

9.0 LICENSES AND PERMITS

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

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

9.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, the Consultant agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30 days following the expiration date. In the event the Consultant fails to keep in effect at all times any 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.

10.0 INSURANCE

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

10.1 Worker's Compensation Insurance

The Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars ($1,000,000)).

10.2 General Liability Insurance

The Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

10.3 Automobile Liability Insurance

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

10.4 Professional Liability (Errors & Omissions) Insurance

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

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

10.5 Environmental Professional Liability Insurance

Environmental Professional Liability Insurance shall be written on a form acceptable to the Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than five million dollars ($5,000,000) per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” If the insured is using Subconsultants, the Policy must include work performed “by or on behalf” of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. Insurance as required in this paragraph may not exclude:

a) Bodily injury;

b) Property damage;

c) Pollution conditions arising out of environmental work;

d) Asbestos-related claims; and

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

10.6 Railroad Protective Liability

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

10.7 Other Provisions or Requirements

10.7.1 Proof of Insurance

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

10.7.2 Duration of Coverage

The Consultant 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 the Consultant, his agents, representatives, employees or Sub consultants. The Consultant agrees to maintain professional liability insurance for a period of no less than three years after completion of the work.

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

10.7.4 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 A1 (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 ACM.

10.7.5 Waiver of Subrogation

Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this Agreement, except for professional liability, shall specifically allow the Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees, and volunteer. The Consultant hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its Subconsultants.

10.7.6 Enforcement of Contract Provisions (non estoppel)

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

10.7.7 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. All insurance coverage and limits provided by the Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

10.7.8 Notice of Cancellation

The Consultant agrees to oblige its insurance agent or broker and insurers to provide to the Authority within 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.

10.7.9 Additional Insured Status

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

10.7.10 Authority's Right to Revise Specifications

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

10.7.11 Self-Insured Retentions

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

10.7.12 Timely Notice of Claims

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

10.7.13 Additional Insurance

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

10.7.14 Subconsultants

To the extent that the Consultant engages the services of Subconsultants, the Consultant agrees to require the same insurance as required of the Consultant, except as to limits. The limits for Subconsultants shall be no more than one million dollars ($1,000,000) in coverage on insurance for which a limit is specified above, unless another limit is specified for Subconsultants.

11.0 CONTINGENT FEE

11.1 The Consultant warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon contract 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 Consultant 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.

12.0 OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT

12.1 The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Consultant where such expense is charged to and/or reimbursed from contract funds.

12.2 No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the Authority. All equipment of any kind, purchased or reimbursed with contract funds or furnished to the Authority under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered the property of the Authority.

12.3 The Authority may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Consultant's invoice to the Authority, or require the Consultant to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Authority with no expense to the Authority.

12.4 The Consultant should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (State Administrative Manual Section 8600). A copy of the inventory record must be submitted to the Authority on request of the Authority.

13.0 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

13.1 By entering into this Agreement that mentions or refers to The California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and state environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the High-Speed Rail (HSR) project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR project.

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

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

1.0 FEDERAL REQUIREMENTS

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

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

2.0 COMPLIANCE WITH FEDERAL REQUIREMENTS

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

3.0 FEDERAL PROCUREMENT STANDARDS

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

4.0 FEDERAL LOBBYING ACTIVITIES CERTIFICATION

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

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

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

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

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

5.0 DEBARMENT AND SUSPENSION

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

OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

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

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

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

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

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

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

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

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

6.0 SITE VISITS

The Consultant agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishment and for other reasons. If any site visit is made by the FRA on the premises of the Consultant or any of its Subconsultants under this Agreement, the Consultant shall provide and shall require its Subconsultants to provide, all reasonable facilities and assistance for the safety and

convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Consultant or Subconsultant.

7.0 SAFETY OVERSIGHT

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

8.0 ENVIRONMENTAL PROTECTION

The Consultant and any Subconsultant under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

8.1 Clean Air: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et. seq. The Consultant agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.

8.2 Clean Water: The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et. seq. The Consultant agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

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

8.4 Agreement not to Use Violating Facilities: The Consultant agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Consultant shall promptly notify the Authority if the Consultant or any Subconsultant receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities, provided, however, that the Consultant's duty of notification hereunder shall extent only to those communications of which it is aware, or should reasonably have been aware.

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

8.6 Incorporation of Provisions: The Consultant shall include the above provisions 8.1 through 8.5 in every subcontract hereunder exceeding $50,000 financed in whole or in part with federal assistance provided by the FRA.

9.0 CIVIL RIGHTS

The following requirements apply to this Agreement:

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

9.2 Equal Employment Opportunity: The following equal employment opportunity requirements apply to this Agreement:

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

9.2.2 Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C § 623, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements that the FRA may issue.

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

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

9.4 The Consultant also agrees to include these requirements in each Subconsultant financed in whole or in part with federal assistance provided by the FRA, modified only if necessary to identify the affected parties.

10.0 ARRA FUNDED PROJECT

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

11.0 ENFORCEABILITY

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

12.0 PROHIBITION ON USE OF ARRA FUNDS

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

13.0 REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS

The Consultant agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, 49 C.F.R. § 24405(a), which provides that federal funds may not be obligated unless steel, iron, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the U.S. Secretary of Transportation. For more information on the FRA's Buy America requirements and processes please see the FRA's Answers to Frequently Asked Questions (FAQ) available at http://www.fra.dot.gov/Page/P0391.

Should the Consultant fail to demonstrate compliance with 49 U.S.C. § 24405(a) and a waiver has not been granted, the Consultant must take the necessary steps in order to achieve compliance, at no cost to the Authority. The Consultant's failure to comply with this provision shall be a material breach of this Agreement.

If evidence indicates noncompliance with Buy America requirements, the Authority will initiate an investigation. The FRA may also initiate its own investigation. The Consultant shall have the burden of proof to establish compliance. If the Consultant fails to demonstrate compliance, then the Consultant shall substitute sufficient domestic materials without revision of the Agreement terms. Failure to comply with the provisions of this clause may lead to the initiation of the debarment proceedings pursuant to 49 C.F.R. Part 29.

Where the Consultant is unable to certify that it will meet the Buy America requirements and believes it may qualify, pursuant to 49 C.F.R. § 24405(a)(2) for a waiver from the Buy America requirements set forth therein, the Consultant must submit to the Authority a written justification detailing the reasons it believes it meets the particular waiver exception(s). At a minimum, the Consultant's written waiver request justification shall contain:

a. A description of the project;

b. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;

c. A description of the percentage of U.S. content in the steel, iron, or manufactured goods, as applicable;

d. A description of the efforts made to secure the Buy America compliant steel, iron, or manufactured goods;

e. A description of the bidding process used in the procurement (e.g., whether open or closed, how many bids were received, were any compliant products offered in competing bids);

f. If a waiver request is based on price, cost differential(s) that would be incurred in order to secure compliant Buy American steel, iron, or manufactured goods;

g. Citation to specific waiver categories in 49 U.S.C. § 24405(a)(2) under which the waiver is sought;

h. Justification supporting the application of the waiver categories cited; and

i. Contact information for the responsible party.

14.0 ACCESS AND INSPECTION OF RECORDS

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

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

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

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

14.3 The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a).

14.4 The Consultant shall include this provision in all lower-tier subcontracts.

15.0 WHISTLEBLOWER PROTECTION

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

1. Gross mismanagement of a contract relating to ARRA funds;
2. Gross wastes of ARRA funds;
3. A substantial and specific danger to the public health or safety related to the implementation or use of the ARRA funds;
4. An abuse of authority related to implementation or use of ARRA funds; or
5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a consultant) awarded or issued relating to ARRA funds.

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

16.0 FRAUD AND FALSE CLAIMS ACT

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

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

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

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

17.0 WAGE RATE REQUIREMENTS

Payment of prevailing wages on the Project is required by 49 U.S.C. § 24405(c)(2) and ARRA Section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Consultant shall comply with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. §§ 151, et. seq.) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not sue rights-of-way owned by a railroad, the Consultant shall comply with the provisions of 40 U.S.C. § 3141, et. seq. The Consultant shall also comply with the Copeland “Anti-Kickback” Act provisions of 18 U.S.C. § 874 and 28 C.F.R. Part 3.

When prevailing wage rates apply, The Consultant must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

a. If there is any conflict between the state prevailing wages, the federal prevailing wages, and the Authority’s Community Benefits Agreement, the highest rate shall be paid.

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

18.0 SEISMIC SAFETY

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

19.0 REPORTING REQUIREMENTS

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

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

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

19.3 A detailed list of all projects or activities for which funds were expended or obligate, including:

1. The name of the project or activity;
2. A description of the project activity;
3. An evaluation of the completion status of the project or activity; and
4. An estimate of the number of jobs created and/or retained by the project or activity.

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

1. The name of the entity receiving the contract;
2. The amount of the contract;
3. The transaction type;
4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
5. The local of the entity receiving the contract;
6. The primary location of the contract, including city, state, congressional district, and county;
7. The DUNS number, or name and zip code for the entity headquarters, if known;
8. A unique identifier of the entity receiving the contract and the parent entity of the Consultant, should the entity be owned by another; and
9. The names and total compensation of the five most highly compensated officers of the company if received:
    a. 80% or more of its annual gross revenues in federal awards;
    b. $25,000,000 or more in annual gross revenue from federal awards; and

c. If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986;

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

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

20.0 REPRINTS OF PUBLICATIONS

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

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

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

21.0 LABOR PROVISIONS

49 U.S.C. § 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier" as defined by 49 U.S.C. §§ 10102(5), for the purposes of Title 49U.S.C., and any other statute that adopts the definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. §§ 231, et. seq.), the Railway Labor Act (43 U.S.C. §§ 151, et. seq.), and the Railroad Unemployment Insurance Act (45 U.S.C. §§ 351, et. seq.). To the extent required by 49 U.S.C. § 24405(b) and other laws referenced above, the Consultant shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

22.0 LABOR PROTECTIVE ARRANGEMENTS

The Consultant agrees to comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. § 836 with respect to employees affected by actions taken in connection with the Project. The Consultant also agrees to include the application protective arrangements established by the U.S. DOL under 45 U.S.C. § 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

23.0 PROPERTY, EQUIPMENT AND SUPPLIES

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

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

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

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

23.5 The Consultant agrees that the FRA may:

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

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

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

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

23.6.2 Obligating itself in any manner to any third party with respect to Project property or equipment.

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

24.0 FLY AMERICA

The Consultant agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of federal funds and their consultants are required to use U.S. flag carriers for U.S. government-financed international air travel and transportation of their personal effects of property, to the extent such service is available, unless travel by foreign air carriers is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Consultant shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

25.0 SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES

The Authority encourages the Consultant to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the contract. The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a ten percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Authority has established a 30 percent Small Business (SB) goal as described above. The Consultant is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the duration of this Agreement. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB

Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, are included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts – August 2012. The document is on the Authority's Small Business web page: http://www.hsr.ca.gov/Programs/Small_Business/index.html.

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

26.0 PATENT RIGHTS

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

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

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

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

26.5 "Generated data" is data that the Consultant has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. "Generated data," as defined herein, shall not include data developed solely from preexisting or proprietary data owned by the Consultant prior to the execution of this Agreement. Any electronic data processing program, model, or software system developed or

substantially modified by the Consultant in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement.

27.0 RIGHTS IN DATA AND COPYRIGHT

27.1 The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes, but it is not limited to, graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

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

27.2.1 Except for its own internal use, the Consultant may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the FRA.

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

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

27.2.2.2 Any rights of copyright to which a Grantee, subgrantee, or a third party consultant purchases ownership with federal assistance.

27.3 The FRA may make available to any FRA Grantee, subgrantee, third party consultant, or third party Subconsultant, either the FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as the FRA may direct.

27.4 To the extent permitted by State law, the Consultant agrees to indemnify, save and hold harmless the FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of

privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement. The Consultant shall not be required to indemnify the FRA for any such liability arising out of the wrongful acts of employees or agents of the FRA.

Forms and Certifications

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

Form B: Organizational Conflicts of Interest Disclosure Statement

Cert. 1: Certification Regarding Miscellaneous State Requirements

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

Cert. 3: Iran Contracting Certification

Cert. 4: Darfur Contracting Act Certification

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

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

Cert. 7: Non-collusion Affidavit

Cert. 8: Equal Employment Opportunity Certification

Cert. 9: Non-discrimination Certification

Cert. 10: Certification Regarding Lobbying

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

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

(Add rows/pages as needed)

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

Organization Name, Address, and Telephone

Signature of Team Representative

Printed Name

Title

Date

Form B: Organizational Conflicts of Interest Disclosure Statement

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

1. Definition

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

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

2. Disclosure

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

3. Explanation

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

4. Certification

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

_____
Signature

_____
Printed Name

_____
Printed Title

_____
Offeror

Cert. 1: Certification Regarding Miscellaneous State Requirements

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

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

CONTRACTOR CERTIFICATION CLAUSES:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sweatfree Code Of Conduct -

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

AFFIDAVIT

STATE OF _____ §
§
§
COUNTY OF _____ §

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

_____
(Contact Name)

is the Official Representative of

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

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

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

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

_____
Signature

_____
Printed Name

_____
Title

ACKNOWLEDGEMENT

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEAL

_____
Notary Signature

Cert. 3: Iran Contracting Certification

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

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

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

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this RFQ HSR [15-XX].

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

Date: _____

Entity: _____

Signature: _____

Printed Name _____

Title: _____

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

Cert. 4: Darfur Contracting Act Certification

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

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

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

OR

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

OR

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

CERTIFICATION for Paragraph No. 3

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

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

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

Primary Covered Transactions

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

In accordance with the provisions of 2 C.F.R. Part 180, the Offeror certifies to the best of its knowledge and belief, that it and its principals:

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

(Mark one, below, with an “x”)

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

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

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

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

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

Lower Tier Covered Transactions

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

In accordance with the provisions of 2 C.F.R. Part 180, the prospective lower tier participant (subcontractor) certifies to the best of its knowledge and belief, that it and its principals:

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

(Mark one, below, with an “x”)

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

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

Signature of Person Certifying

Printed Name

Title

Date

Organization Name,
Address, and Telephone

Cert. 7: Non-Collusion Affidavit

State of _____ §
§
§
County of _____ §

The undersigned declares:

I am the _____ of _____ ,
(Position / Title) (Company)
the party making the foregoing Proposal, and that the Proposal is:

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

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

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

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

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

That all statements contained in the SOQ are true.

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

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

_____
(Offeror)

ACKNOWLEDGEMENT

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of the satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEAL

_____
Notary Signature

Cert. 8: Equal Employment Opportunity Certification

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

The undersigned certifies on behalf of _____ that:

_____

(Name of entity making certification)

Check one of the following boxes:

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

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

Check one of the following boxes:

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

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

Signature: _____

Title: _____

Date: _____

If not the Offeror, relationship to the Offeror: _____

Cert. 9: Non-Discrimination Certification

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

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

Cert. 10: Certification Regarding Lobbying

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

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

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

Executed this ____day of _____, 20 _____.

Company Name: _____

By: _____
(Signature of Company Official)

_____
(Title of Company Official)

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