



CALIFORNIA
High-Speed Rail Authority

**Request for Qualifications for
Geotechnical Site Investigation Services
in the Silicon Valley to Central Valley
Line**

RFQ No.: HSR15-172

June 15, 2016

Table of Contents

1.0	CALIFORNIA HIGH-SPEED RAIL AUTHORITY BACKGROUND	1
2.0	PURPOSE AND OVERVIEW OF RFQ	1
2.1	BACKGROUND FOR THE RFQ.....	3
2.2	DEFINITIONS	5
2.3	ACRONYMS.....	7
	INSTRUCTIONS TO OFFERORS	8
3.0	PROCUREMENT SCHEDULE AND PROCESS.....	8
3.1	AUTHORITY'S DESIGNATED POINT OF CONTACT	8
3.2	Addenda to Request for Qualifications.....	8
3.3	Non-Commitment of Authority	8
3.4	Property Rights.....	9
3.5	Improper Communications and Contacts	9
3.6	ORGANIZATIONAL CONFLICTS OF INTEREST	10
3.7	CONFIDENTIALITY.....	11
3.8	THE CALIFORNIA ENVIRONMENTAL QUALITY ACT	12
4.0	SUBMITTAL OF THE STATEMENT OF QUALIFICATIONS.....	12
4.1	STATEMENT OF QUALIFICATIONS SUBMITTAL INFORMATION	12
4.2	Late Submittals.....	13
4.3	Modification or Withdrawal of SOQs	13
	STATEMENT OF QUALIFICATIONS	14
5.0	STATEMENT OF QUALIFICATIONS REQUIREMENTS.....	14
5.1	GENERAL REQUIREMENTS.....	14
5.2	TRANSMITTAL LETTER	15
5.2.1	MINIMUM QUALIFICATIONS.....	16
5.3	EXECUTIVE SUMMARY	16
5.4	CONTENTS OF THE SOQ	16
5.4.1	PAST PERFORMANCE AND EXPERIENCE	16
5.4.1.1	REFERENCES.....	17
5.4.2	ORGANIZATION AND KEY PERSONNEL.....	18
5.4.2.1	KEY PERSONNEL AND ROLES	18
5.4.3	UNDERSTANDING OF PROJECT ELEMENTS AND REQUIREMENTS	19
5.4.4	SMALL BUSINESS PARTICIPATION	20
6.0	EVALUATION AND NEGOTIATION	20
6.4	STATEMENT OF QUALIFICATIONS REVIEW	20
6.5	STATEMENT OF QUALIFICATIONS	21



6.6	OFFEROR MINIMUM QUALIFICATIONS	21
6.7	DISCUSSIONS EVALUATION.....	21
6.8	FINAL SCORING.....	21
6.9	AGREEMENT NEGOTIATION PROCESS	21
6.10	DEBRIEFINGS	22
7.0	PROTEST PROCEDURES	22
7.4	APPLICABILITY	22
7.5	REQUIRED EARLY COMMUNICATION FOR CERTAIN PROTESTS	22
7.6	DEADLINES FOR PROTESTS	23
7.7	CONTENT OF PROTEST.....	23
7.8	FILING OF PROTEST	23
7.9	BURDEN OF PROOF	24
7.10	DECISION ON PROTEST	24
7.11	LIMITATION ON THE AUTHORITY'S LIABILITY	24

List of Tables

Table 1:	Key RFQ Dates:	8
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List of Figures

Figure 1:	RFQ Section Map	4
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List of Attachments

- Attachment A: Minimum Qualifications Checklist
- Attachment B: Criteria for Awarding Points for the SOQ
- Attachment C: Criteria for Evaluation of Discussions and Final Score Worksheet
- Attachment D: Sample Agreement, including Scope of Work
- Attachment E: Cost Proposal/Rate Sheet Form



List of Forms and Certifications

Form A:	Schedule of Subcontractor(s)/ Subconsultant(s)
Form B:	Organizational Conflicts of Interest Disclosure Statement
Form C:	Disabled Veteran Business Enterprise Declaration
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



1.0 California High-Speed Rail Authority Background

The California High-Speed Rail Authority (Authority) is responsible for planning, designing, building, and operation of the first high-speed rail system in the nation. California High-Speed Rail will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a state-wide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the state's 21st century transportation needs.

The Authority may enter into contracts with private and public entities for the design, construction and operation of high-speed rail trains including all tasks and segments thereof pursuant to California Public Utilities Code Section 185036. Additional authority for a state agency to enter into this Agreement includes but is not limited to, Government Code Sections 4525, *et seq.*

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.

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

- California State Budget Act 2012-13, SB1029 (Chapter 152, Statutes of 2012): http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_1001-1050/sb_1029_bill_20120718_chaptered.pdf.
- California High-Speed Rail Program 2016 Business Plan (2016): http://www.hsr.ca.gov/About/Business_Plans/2016_Business_Plan.html.
- 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/HSRFRA_CooperativeGrantAgreement_Amendment6_051816_Redacted.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 Authority is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Geotechnical Site Investigation services. The purpose of this RFQ is to award an agreement (Agreement) to one (1) successful Offeror (Consultant) to provide Geotechnical Site Investigation services in the Silicon Valley to Central Valley Line.
- This procurement consists of evaluating SOQs in response to this RFQ with the intent to award an Agreement to a successful, responsive, qualified Offeror whose qualifications conform to the requirements of this RFQ and are considered the most qualified by the Authority.
- The term of the Agreement resulting from this RFQ will be three (3) years.
- The not-to-exceed dollar amount for this Agreement is \$28 million.
- Any services to be provided by the successful Offeror shall only be performed pursuant to a task order and/or workplan that provides a detailed description of the services to be performed, and the time for the Work to be performed. Task orders shall state, as applicable, the method of compensation, time and materials, fixed price and/or, not-to-exceed compensation for satisfactory performance.
- 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 the Offeror that time is of the essence in the performance of each assigned task. 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 deployment of the deliverable by the Authority during and throughout the performance of any Agreement resulting from this procurement.
- The RFQ shall follow the process in California Code of Regulations, Title 21, Division 6, Section 10000.1 et seq., and the evaluation/selection will be based on the factors/criteria contained in Attachments A through C.
- Offerors will be required to commit to exercise good faith efforts to achieve the Authority's 30 percent utilization goal for Small Business and Disadvantaged Business Enterprises (see Form A and Cert. 2).
- The Consultant may be expected to work in close cooperation with the Authority's program management consultant, the Rail Delivery Partner (RDP).
- For each task order and/or workplan, the Consultant may be required to 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 and/or workplans are established.
- Negotiations shall be held with the top ranked Offeror.



- The RFQ will be available in electronic format on the State's Contract Register at <http://caleprocure.ca.gov> and a link can be found on the Authority's website at www.hsr.ca.gov.
- All questions regarding this RFQ must be submitted in writing to the individual identified in Section 3.0 of this RFQ by the date and time listed in Table 1. Responses to questions submitted will be posted on the State's Contract Register for the benefit of all Offerors.

2.1 Background for the RFQ

This RFQ solicits SOQs for Geotechnical Site Investigation services in the Silicon Valley to Central Valley Line of the California High-Speed Rail System.

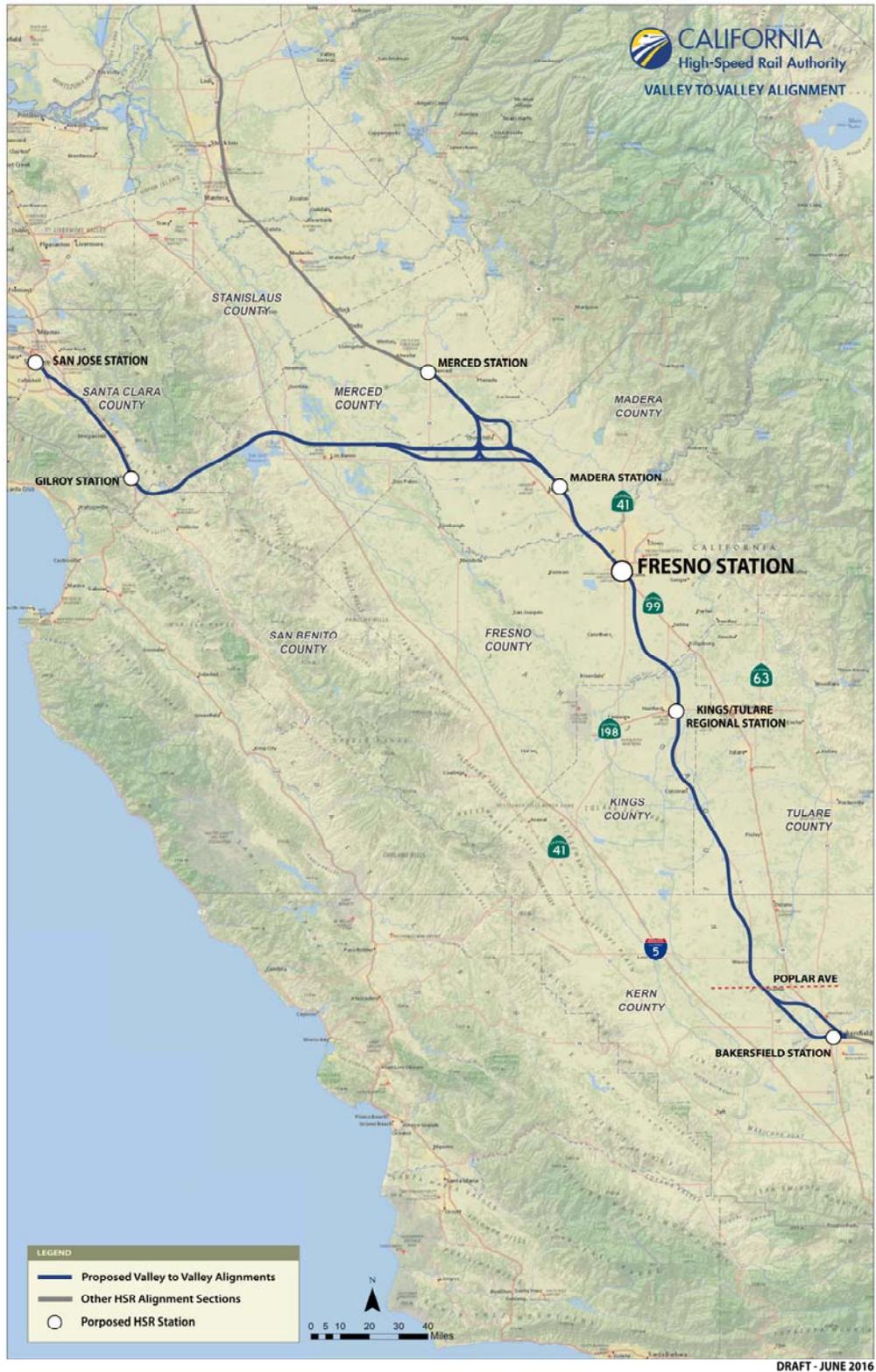
Exhibit A of Attachment D of this RFQ represents the full scope of services that the selected Consultant may be called upon to deliver during the course of the contract. Depending on the status and development of the IOS and the needs of the Authority, the selected Consultant may be asked to provide varying levels of and types of professional services within those identified in Exhibit A of Attachment D.

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 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 D may have commenced and are currently being performed by Authority and RDP staff.

For each task order required by the Authority, the selected Consultant will provide a basic time-phase 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.



Figure 1: RFQ Location Map



2.2 Definitions

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

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

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

Authority Contract Manager – The representative from the Authority managing the Agreement resulting from this procurement.

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. Lists of federal and State holidays can be found at <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays> and <http://www.calhr.ca.gov/employees/pages/state-holidays.aspx>.

Construction Package 1 (CP 1) – The portion of the first construction segment bounded by Avenue 19 in the County of Madera to the north, and by East American Avenue in the County of Fresno to the south.

Construction Package 2-3 (CP 2-3) – The portion of the first construction segment bounded by East American Avenue in the County of Fresno to the north, and a point approximately one mile north of the Tulare/Kern county line in the County of Tulare to the south.

Construction Package 4 (CP 4) – The portion of the first construction segment bounded by a point approximately one mile north of the Tulare/Kern county line in the County of Tulare to the north, and Poplar Avenue in the County of Kern to the south.

Consultant – The successful offeror's team, including the prime Consultant and all Subconsultants.

Day – Calendar day, unless otherwise noted.

Design-Builder – The Design-Builder performing the design and construction work for Construction Packages as detailed in the Design-Build Contract.

Design-Build Contract – The contract between the Design-Builder and the Authority for design-build services to be performed for Construction Packages.

Disadvantaged Business Enterprise – 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 – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States military, which has at least a 10 percent



service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.

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

Key Personnel – Those individuals identified in the Offeror’s SOQ to fill the positions specified in Section 5.4.2.1.

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

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

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

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

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

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

Project – The portion from Silicon Valley to Central Valley.

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 delivery of the System.

Small Business – A for profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration and California Department of General Services for certification as a Small Business.

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. Both State and/or federal certified SB firms are eligible to be credited toward meeting the SB goal on a U.S. DOT-assisted contract.

State – The State of California.

Subcontractor/Subconsultant – Defined as follows:

- a. Prior to award of the Agreement resulting from this RFQ, 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 Agreement resulting from this RFQ, any Person with whom the Offeror has entered into a subcontract for any part of the Work, or with whom any Subcontractor/Subconsultant has further subcontracted any part of the Work, at all tiers.

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

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

2.3 Acronyms

ARRA	American Recovery and Reinvestment Act of 2009
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act of 1970
CO	Change Order
DB	Design-Build
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
MB	Microbusiness
NEPA	National Environmental Policy Act of 1969
NTP	Notice to Proceed
RDP	Rail Delivery Partner
RFQ	Request for Qualifications
SB	Small Business
SOQ	Statement of Qualifications
U.S. DOT	United States Department of Transportation



INSTRUCTIONS TO OFFERORS

3.0 Procurement Schedule and Process

Table 1: Key RFQ Dates:

Key Dates	Activity Description
June 15, 2016	RFQ advertised
TBD	Pre-bid conference location: Sacramento. The pre-bid conference is not mandatory.
June 28, 2016	Last day to submit written questions
July 6, 2016	Authority to Post Responses to Offeror Questions
July 14, 2016	SOQs due to Authority's office by 12:00 PM Pacific Time.
July 22, 2016	Invitation to Discussions sent
July 27-28, 2016	Discussions with Offerors held in Sacramento
July 29, 2016	Notice of Proposed Award
August 9, 2016	Negotiation with selected Offeror
September 13, 2016	Authority Board consideration of Agreement award
September 27, 2016	Notice to Proceed Issued
*All dates subsequent to the SOQ due date may be modified at the discretion of the Authority without issuing a formal addendum to this RFQ.	

3.1 Authority's Designated Point of Contact

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

Richard Vanderzanden
California High-Speed Rail Authority
 770 L Street, Suite 620 MS 3
 Sacramento, CA 95814
 Phone: 916-669-6617
 Fax: (916) 322-0827
 Email: Richard.Vanderzanden@hsr.ca.gov

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

3.2 Addenda 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 an Agreement, 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 Agreement for Geotechnical Site Investigation services shall belong exclusively to the Authority. All products used or developed in the execution of any Agreement resulting from this RFQ will be governed in accordance with the Ownership of Data Rights and Patent Rights section(s) in Attachment D.

3.5 Improper Communications and Contacts

The following rules of contact shall apply during this procurement that began upon the date of issuance of this RFQ and will be completed with either the execution of the Agreement resulting from this procurement or the cancellation of the procurement. These rules are designed to promote a fair and unbiased procurement process. Contact includes but is not limited to face-to-face, telephone, facsimile, electronic mail (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 Subconsultants that are shared between two or more Offeror Teams. In such cases, those Subconsultants may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor/Subconsultant 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 Subconsultants 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 regarding this RFQ:
 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 restrictions 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 (Policy) that will apply to this procurement and the resulting Agreement, 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_Final_9152011.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/Subconsultants 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, familial 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 Agreement 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 consultant, all joint venture prime members if operating as a joint venture, and all Subcontractors/Subconsultants. 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 Agreement through this procurement process, the resulting Agreement 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.

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 exempt from disclosure, such Offeror should specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its SOQ. 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. Part 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 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 project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the High-Speed Rail project.

4.0 Submittal of the Statement of Qualifications

4.1 Statement of Qualifications Submittal Information

SOQs submitted in response to this RFQ shall be mailed or hand delivered to:

If hand-delivered:	If delivered by mail:
<p style="text-align: center;">Attention: Richard Vanderzanden California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p>	<p style="text-align: center;">Attention: Richard Vanderzanden California High-Speed Rail Authority 770 L Street, Suite 620 MS3 Sacramento, CA 95814</p>



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

RFQ No.: _____ HSR15-172 _____

California High-Speed Rail Authority
Geotechnical Site Investigation services in the Silicon Valley to Central Valley Line
Statement of Qualifications

Offeror: _____

4.2 Late Submittals

In accordance with California Public Contract Code Section 10344, SOQs received after the specified date and time are considered late and will not be accepted. There are no exceptions to this law. Postmark dates of mailing, e-mail and facsimile transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for SOQ delivery. A SOQ is late if received any time after the date and time listed in Table 1 in Section 3.0. SOQs received after the specified time will not be considered and will be returned unopened to the Offeror. Offerors are responsible for requesting a receipt or delivery confirmation for delivery of their SOQ packages.

4.3 Modification or Withdrawal of SOQs

Any SOQ received may be withdrawn or modified before the SOQ submittal deadline by written request to the Authority. The only method for an Offeror to modify its SOQ is by withdrawing its submission in its entirety prior to the SOQ deadline, by written notification to the Authority. A complete, corrected submission package may be resubmitted prior to the SOQ submission deadline. Modifications offered in any other manner will not be considered.



STATEMENT OF QUALIFICATIONS

5.0 Statement of Qualifications Requirements

SOQs submitted in response to this RFQ shall include one (1) original and ten (10) 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 10 on their spines. Each Offeror shall include one electronic version of its SOQ in an unprotected searchable .pdf format on a CD or DVD. SOQs must be received no later than the date and time listed in Table 1 in Section 3.0, addressed in accordance with Section 4.1.

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.

5.1 General Requirements

The SOQ shall be typewritten and shall be manually signed. Forms and Certifications may be completed in ink, though providing typewritten Forms and Certifications is preferred. Scanned or faxed responses are not acceptable.

The SOQ shall comply with the following requirements:

- Documents should 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, they should do so sparingly. Large format pages will be included in the page limit.
- Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 50, Page 2 of 50, etc.). Pages should be numbered at the bottom of the page.
- The SOQ shall be no more than 50 pages in length, exclusive of the transmittal letter, resumes as required by Section 5.4.2.1, references as required by Section 5.4.1.1, and the Forms and Certifications.
- Brochures and miscellaneous materials not specifically requested will not be evaluated.
- Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
- Forms A-B and Certification Nos. 1-10 must be signed and included. Form C should be completed and included as applicable. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.



- The SOQ shall be divided into sections as described below:
 - A blank page should precede each section with an index tab extending beyond the side of the page; these blank pages will not be counted within the page count.
 - The index tab should have the appropriate section number typed thereon.
 - At a minimum, the items described in Section 5.0 shall be addressed.
 - Sections in the SOQ should be presented in the same order as they appear in this RFQ.

5.2 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. The Transmittal Letter should also identify the Principal-in-Charge who is ultimately responsible for performance of the contract in both this section and in the Agreement. All Forms and Certifications shall be manually signed and included as attachments in the Transmittal Letter section. The Transmittal Letter, the Forms and Certifications, resumes, and contract information for references will be excluded in the page count.

The Transmittal Letter shall include the following:

1. The Offeror must hold valid and appropriate licensure to do business in the State of California. Offerors shall attach copies of licenses to the Transmittal Letter.
2. The Offeror must identify the Offeror's Contract Manager or relevant Key Personnel 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 consistent with Section 5.4.4. 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 Agreement in Attachment D of this RFQ. Certificates of insurance are due to the Authority before or at the time of execution from the successful Offeror.
6. The Offeror must provide three (3) references for the firm as required in Section 5.4.1.1 (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 not received a civil judgment or criminal conviction in the past five (5) years.

5.2.1 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 may result in the immediate rejection of the submission. The Authority reserves the right to request clarifications of Minimum Qualifications. The successful Offeror must continue to satisfy all of the Minimum Qualifications throughout the term of any Agreement resulting from this RFQ.

The Minimum Qualifications for this RFQ are:

1. The Offeror shall satisfy the requirements of Section 5.2 of this RFQ.
2. The Offeror shall satisfy all of the requirements of Section 5.4.1.1 of this RFQ References.
3. All Key Personnel shall submit a signed statement attached to the Transmittal Letter indicating that they understand the project office will be located in the Silicon Valley to Central Valley Line and are willing to work as required at the location as determined by the work schedule, as required by Section 5.4.2.1 of this RFQ.
4. At least one (1) person responsible for direction and control shall hold the requisite professional license in the State of California by the time the Agreement is executed, as required by law and Section 5.4.2.1 of this RFQ. Additional requirements are listed in Section 5.4.2.1.

5.3 Executive Summary

Offerors may include an Executive Summary, preferably not exceeding three (3) pages, stating key points of their SOQ which they believe highlight their qualifications to provide the service covered under this RFQ. 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 will be included the page limitation.

5.4 Contents of the SOQ

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

5.4.1 Past Performance and Experience

The Authority intends to contract with a team with a proven track record of successfully providing:

1. Site reconnaissance;



2. Geologic/fault trench mapping;
3. Field testing;
4. Coordination with federal, State, and local agencies for permit application (e.g., drilling permits, utility clearance);
5. Access for drilling and field testing;
6. Traffic management;
7. Collecting geotechnical and hydraulic data through drilling;
8. Field/laboratory testing;
9. Geologic/fault trench mapping;
10. Geophysical investigations;
11. Furnishing piezometer monitoring equipment;
12. Installing piezometers and measuring groundwater levels from piezometers;
13. Furnishing inclinometer monitoring equipment;
14. Installing inclinometers and measuring ground movements from inclinometers;
15. Compiling geotechnical and hydraulic data;
16. Surveying for stake out of exploration locations and determination of as-built locations and elevations;
17. Developing Logs of Test Borings;
18. Preparation of boring location plans; and
19. Preparing Geotechnical Data Reports (GDRs) and Fault Crossing Displacement Reports (FCDRs) for similar projects.

Describe how the past projects identified provide the experience preferred in this RFQ. Provide examples of cost saving methodologies utilized on past assignments.

5.4.1.1 References

Provide names, addresses and telephone numbers for at least three (3) clients for whom the Offeror (i.e. the prime consultant submitting an SOQ, the joint venture submitting an SOQ, or each individual prime member of the joint venture) has performed work on Geotechnical Site Investigation projects. Contact information for the references should be attached to the transmittal letter; the all other information regarding references and past performance shall be attached to the body of the SOQ and be included in the page count.

References shall be for:

- If a single entity is the prime consultant submitting the SOQ, the references shall be submitted for the prime consultant.



- 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, the Offeror shall 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; and
- Examples of innovative approaches that contributed to project quality and/or cost or schedule savings.

5.4.2 Organization and Key Personnel

The Authority intends to contract with a Geotechnical Site Investigation services team with organizational and staffing plans that are appropriate for the Geotechnical Site Investigation Agreement, and with experienced personnel in key roles. Describe the composition of the Geotechnical Site Investigation 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.

Discuss in general the expected work elements based on the activities as described in the scope of work in Attachment D, Exhibit A. Describe generally the accomplishments that can be achieved and how your team's past experience relates to your ability to achieve these.

5.4.2.1 Key Personnel and Roles

The Authority seeks a Geotechnical Site Investigation services team that includes personnel with knowledge of applicable standards, regulations, codes and technology. There shall be no change in the Key Personnel without prior written approval by the Authority.



All Key Personnel shall submit a signed statement attached to the Transmittal Letter indicating that they understand the project office will be located in the Silicon Valley to Central Valley Line, and are willing to work as required 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 (1) key person responsible for direction and control of the Geotechnical Site Investigation services shall be a California registered Geotechnical Engineer by the time the Agreement is executed.

Provide resumes for Key Personnel positions identified in the organization and management plan, including Subcontractors/Subconsultants' Key Personnel. Resumes shall be limited to three (3) 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. Subcontractors/Subconsultants' Key Personnel shall be identified in the same manner.

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

1. **Project Manager:** This individual will be responsible for the day-to-day activities of the Consultant team and liaison with the Authority's representative. At least 10 years of experience managing large geotechnical investigation projects is required. A geotechnical engineer or certified engineering geologist licensed in the State of California is preferred.
2. **Lead Geotechnical Engineer:** This individual will be responsible for delivery of all technical requirements in the Scope of Work described in Attachment D, Exhibit A. At least 10 years of recent geotechnical investigation experience is required. This individual is required to be a geotechnical engineer licensed in the State of California.

5.4.3 Understanding of Project Elements and Requirements

The Authority intends to contract with a Geotechnical Site Investigation services team with a strong understanding of the Geotechnical Site Investigation in the Silicon Valley to Central Valley Line and the Scope of Work described in Attachment D, Exhibit A and the requirements for its successful management. A detailed discussion of the understanding of the project elements, project requirements, and how the Geotechnical Site Investigation services function adds value and works toward the goal of achieving optimal efficiency for delivering the Project to the Authority.



5.4.4 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 (3) percent Disabled Veteran Business Enterprise (DVBE) goal for this Agreement. 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 Offeror in its SOQ should provide an explanation of how it will meet the SB/DBE Program goals at Agreement award, as well as how it will continue to meet these goals for the term of the Agreement.

The successful Offeror will be 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 Agreement duration. The successful Offeror shall clearly identify firms being utilized to meet the SB/DBE Program goals, including the Agreement value and scope of work that will be used to meet these goals and requirement. The successful Offeror 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. The Offeror should 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 any Agreement resulting from this procurement.

The Authority SB/DBE Program Plan will be incorporated by reference into any Agreement resulting from this procurement. 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

6.0 Evaluation and Negotiation

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

6.4 Statement of Qualifications Review

The Authority Evaluation/Selection Committee will review and evaluate each SOQ to determine if it meets the requirements contained in Section 5.0 and Attachment A. 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 Agreement requirements if the Offeror is awarded the Agreement.

6.5 Statement of Qualifications

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 6.0 and in Attachment B.

6.6 Offeror Minimum Qualifications

The Offeror must submit all of the required information as described in Attachment A: Minimum Qualifications Checklist. All of the information identified must be included for the SOQ to be considered responsive. SOQs with missing or incomplete information may be rejected. If an Offeror passes this phase, its SOQ will be evaluated and scored.

6.7 Discussions Evaluation

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

6.8 Final Scoring

At the conclusion of the SOQ review and the Discussions, the Evaluation/Selection Committee will rank the Offerors on the basis of total weighted SOQ score (60%) plus total weighted Discussion score (40%), and recommend the Offeror with the highest final score for award of the Agreement. For example, if an Offeror scores 75 on their SOQ and 80 on their Discussion, then the final score would be:

$$(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$$

6.9 Agreement Negotiation Process

At the conclusion of the SOQ review and Discussions, the Authority will recommend the top ranking Offeror for award of the Agreement. The top ranking Offeror shall submit their Cost Proposal/Rate Sheet to the Authority within five (5) Business Days of the Notice of Proposed Award is released. The selected Offeror will provide the Cost Proposal/Rate Sheet and Schedule of Other Direct Costs in Attachment E for the selected Offeror and all proposed Subconsultants. In addition, the Offeror must submit the following information for each firm:

- A payroll register for each proposed employee. If a classification is proposed, payroll registers must be submitted to support the high and low range of the classification.
- Current overhead supporting documentation, to include:
 - A cognizant rate approval letter, if available, or
 - Audited Schedule of Indirect Costs, if available, or



- Internally prepared Schedule of Indirect Costs. Supporting documentation will be requested by the Authority directly from each firm.
- Other direct cost rate supporting documentation, e.g. internal reproduction rates, company owned vehicle rate breakdown, etc.

The Authority will enter into limited negotiations with the Offeror ranked “1” for the scope of the Agreement. If limited negotiations are unsuccessful, the Authority will terminate all discussions with the top ranked Offeror and enter into limited negotiations with the next highest ranked Offeror and so on sequentially. After completion of successful negotiations, the Authority shall recommend an Offeror for Agreement award. Fee and escalation shall be in accordance with Exhibit B of Attachment D and Government Code 4525, *et. seq.*

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

6.10 Debriefings

After the Notice of Proposed Award is posted, each 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 Offerors to receive feedback on their SOQ and may provide insight to improving SOQ preparation and Discussion performance for future solicitations. Debriefings will be held after the Agreement has been executed.

7.0 Protest Procedures

7.4 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 Minimum Qualifications;
- C. Invitations to discussions; and
- D. Final selection.

7.5 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(A) may be filed only after the Offeror has informally discussed the nature and basis of the protest with the Authority, following the procedures prescribed in this Section 7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered via e-mail to the Authority’s Designated Point of Contact provided in Section 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.

7.6 Deadlines for Protests

Protests concerning the issues described in Section 7.1(A) must be filed as soon as the basis for the protest is known, but no later than 10 days prior to the SOQ submission deadline. If the protest relates to an addendum to the RFQ, the protest must be filed no later than 5 Business Days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 7.1(A) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 6.1(A).

Protests concerning the issues described in Section 7.1(B) must be filed no later than five (5) Business Days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(C) must be filed no later than five (5) Business Days after the earliest of the invitations to discussions and the public announcement thereof.

Protests concerning the issues described in 7.1(D) must be filed no later than five (5) Business Days after the Notice of Proposed Award is posted.

7.7 Content of Protest

Offerors may provide an initial statement of the protest by the deadlines provided in Section 7.3 above, provided that the Offeror provides a full statement of the protest within five (5) Business Days of the initial statement. Protests shall state, completely and succinctly, the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

7.8 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Protest Official with a copy to 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:

Mark McLoughlin
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814



7.9 Burden of Proof

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

7.10 Decision on Protest

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

7.11 Limitation on the Authority's Liability

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



Attachment A: Minimum Qualifications Checklist

#	Minimum Qualification	Yes	No
1.	Was the SOQ received no later than the date and time listed in Table 1?		
2.	<p>Did the SOQ include one original and ten (10) hard copies in separate 3-ring binders contained in a sealed shipping package?</p> <p>Is the Original is marked "Original" on its face and spine, and each copy is marked with the Offeror's name and numbered 1 through 10 on their spines?</p>		
3.	Did the Offeror include one electronic version of their SOQ in an unprotected searchable .pdf format on a CD or DVD?		
4.	Is the SOQ typewritten and signed manually?		
7.	Is the SOQ no more than 50 pages in length, exclusive of the transmittal letter, resumes, references, and the Forms and Certifications?		
8.	<p>Did the Offeror submit a Transmittal Letter with the following information?</p> <ul style="list-style-type: none"> a. Proof of valid and appropriate licensure as qualified to do business in the State of California; b. Identification of a Contract Manager; c. Resumes for all identified Key Personnel; d. All necessary information and forms required showing proof of small business participation; e. Affirmation that Offeror has or is able to obtain the required insurance, specified in the Sample Agreement in Attachment D of this RFQ; f. References for the firm as required in Section 5.4.1.1; and g. Affirmation that Offeror has not been terminated from another contract for default or has not received a 		



#	Minimum Qualification	Yes	No
	civil judgment or criminal conviction in the past five years.		
9.	Is at least one person responsible for direction and control of the Work shall be a California Geotechnical Engineer?		
10.	Have all Key Personnel submitted a signed statement attached to the Transmittal Letter indicating that they are willing to work as required at the location as determined by the work schedule, as required by Section 5.4.2.1 of this RFQ?		
11.	Form A: Schedule of Subcontractor(s)/Subconsultant(s) (Offeror Only)		
12.	Form B: Organizational Conflicts of Interest Disclosure Statement (Offeror and Subcontractor(s)/Subconsultant(s))		
13.	Form C: Disabled Veteran Business Enterprise Declaration (DVBE firms)		
14.	Cert 1: Certification Regarding Miscellaneous State Requirements (Offeror Only)		
15.	Cert 2: Offeror's Overall Project Small Business Goal Commitment Affidavit (Offeror Only)		
16.	Cert 3: Iran Contracting Certification (Offeror Only)		
17.	Cert 4: Darfur Contracting Act Certification (Offeror Only)		
18.	Cert 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Offeror and Subcontractor(s)/Subconsultant(s) >\$25,000)		
19.	Cert 6: Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Subcontractor(s)/Subconsultant(s))		
20.	Cert 7: Non-Collusion Affidavit (Offeror)		
21.	Cert 8: Equal Employment Opportunity Certification (Offeror, Joint Venture Members and		



#	Minimum Qualification	Yes	No
	Subcontractor(s)/Subconsultant(s)		
22.	Cert 9: Non-Discrimination Certification (Offeror and Subcontractor(s)/Subconsultant(s))		
23.	Cert 10: Certification Regarding Lobbying (Offeror Only)		



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

NOTE: These criteria are 60% of the final score		Maximum Score	Actual Score
1.	PAST PERFORMANCE AND EXPERIENCE <ul style="list-style-type: none"> Has the Offeror successfully delivered on past projects of similar scope and complexity? 	30	
2.	ORGANIZATION AND KEY PERSONNEL <ul style="list-style-type: none"> Does the proposed project organization present a clear and logical framework? Does the management approach reflect an integrated team, responsive to the RFQ requirements? 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 <ul style="list-style-type: none"> Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? Is their past experience applicable and indicative of success on this project? Does the project manager have sufficient authority within their organization to effectively lead and manage the project? 	30	
3.	UNDERSTANDING OF PROJECT REQUIREMENTS <ul style="list-style-type: none"> Has the Offeror demonstrated a thorough knowledge of the project? Is there sufficient evidence of analysis to lend credibility to the commitments made? Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the Geotechnical Site Investigation services for a project of this complexity and magnitude with innovation and autonomy? 	30	
4.	SMALL BUSINESS PARTICIPATION <ul style="list-style-type: none"> Does the approach to Small Business utilization demonstrate the Offeror's responsiveness in meeting the Authority's Small Business goal objectives? 	10	
Total SOQ Score		100	
Total Weighed Score with 60% Weighting Factor (SOQ Score x 0.6)		60	



Attachment C: Criteria for Evaluation of Discussions and Final Score Worksheet

NOTE: These criteria are 40% of the final score		Maximum Score	Actual Score
1.	PRESENTATION <ul style="list-style-type: none"> Quality and appropriateness of the presentation Logic of the chosen speakers relative to project challenges Project Manager control over the team 	25	
2.	PROJECT MANAGER PARTICIPATION <ul style="list-style-type: none"> Clear and responsive answers to questions Understanding of Geotechnical Site Investigation services challenges and requirements Perceived level of involvement with SOQ structure, content and presentation plan 	25	
3.	KEY STAFF PARTICIPATION <ul style="list-style-type: none"> Clear and responsive answers to questions Understanding of assignment challenges and requirements Perceived level of involvement with SOQs preparation Demonstration of an integrated team displaying awareness and understanding of the project. 	25	
4.	UNDERSTANDING OF PROJECT <ul style="list-style-type: none"> 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, including lessons learned or challenges, with projects of this magnitude and complexity? 	25	
Total Discussions Score:		100	
Total Weighted Discussion Score with 40% Weighing Factor (Discussion Score x 0.4)		40	

Total Score for Statement of Qualifications and Discussion	Maximum Score	Actual Score
Total Weighted SOQ Score	60	
Total Weighted Discussion Score	40	
Final Score	100	

Final Score Example

If an Offeror scores 75 on their Statement of Qualifications and 80 on their Discussion, then the final score would be: $(75 \times 0.6) + (80 \times 0.4) = 45 + 32 = 77$



Attachment D: Sample Agreement



EXHIBIT A
SCOPE OF WORK

1 BACKGROUND AND PURPOSE

- 1.1 The California High-Speed Rail Authority (Authority) is responsible for planning, designing, building, and operating the first high-speed rail system in the nation. California high-speed rail will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a 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.
- 1.2 The Authority may enter into agreements with private and public entities for the design, construction and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code Section 185036. Additional authority for a state agency to enter into this Agreement includes but is not limited to, Government Code Sections 4525, *et seq.*
- 1.3 This Agreement (Agreement) is between the Authority, an agency of the State of California, and _____, a _____.
- 1.4 To facilitate the construction of the California High-Speed Rail Project (Project), the Authority requires the Consultant to perform work as described in Section 2 of this Exhibit.
- 1.5 All inquiries during the term of this Agreement will be directed to the representatives identified below:

AUTHORITY	CONSULTANT
Contract Manager: Randy Anderson	Contract Manager:
Address: 770 L Street, Suite 620 MS 2 Sacramento, CA 95814	Address:
Phone: 916-403-2683	Phone:
Fax:	Fax:
Email: randy.anderson@hsr.ca.gov	Email:

The Consultant shall provide geotechnical investigation services as directed by the Authority's Contract Manager in executed Task Orders. The Authority's Contract Manager will monitor the work and verify deliverables.



EXHIBIT A SCOPE OF WORK

The Authority's Contract Manager may be changed without amendment (as specified in Exhibit D, Section 1).

2 SCOPE OF WORK

2.1 Background

To facilitate the design and construction of the California High-Speed Rail System, the Authority requires a Consultant to perform subsurface investigation work. The Consultant will provide subsurface investigation work in the Silicon Valley to the Central Valley Line.

A limited amount of geotechnical data is being obtained with early exploration by the Authority through its designated representatives. Data will be provided to the Consultant upon review and acceptance by the Authority.

2.2 Purpose of Contract

The Consultant shall perform geotechnical site investigation services as described in this Scope of Work, and any other requirements of the Contract, as directed through the issuance of Task Orders. The Consultant shall provide services to the Authority including, but not limited to: site reconnaissance; geologic mapping; field testing; coordination with federal, state, and local agencies for permit application (e.g., drilling permits, utility clearance); access for drilling and field testing (including temporary access roads); traffic management; collecting geotechnical and hydrologic data through drilling; field/laboratory testing; geologic/fault trench mapping; geophysical investigations; furnishing piezometer monitoring equipment; installing piezometers and measuring groundwater levels from piezometers; furnishing inclinometer monitoring equipment; installing inclinometers and measuring ground movements from inclinometers; compiling geotechnical and hydrological data; surveying for stake out of exploration locations and determination of as-built locations and elevations; developing Logs of Test Borings; preparation of boring location plans; evaluating and summarizing geotechnical/geologic data (existing data and the data collected under this Agreement); and preparing Geotechnical Data Reports (GDRs), and Fault Crossing Displacement Reports (FCDRs). The Geotechnical Investigation Plans (GIPs), which will show the locations of the investigations, will be developed by the Authority and its designated representatives. The Geotechnical Baseline Report (GBR) will be developed by the Authority and its designated representatives.

2.3 Period of Performance

The Agreement will extend for a period of three (3) years. Task Orders for the work will be issued to the Consultant once access to private property is obtained by the Authority. Some sites may require the use of aerial placement of drill rigs and related equipment using helicopters and/or use of directional horizontal drilling for subsurface investigation. It is anticipated that the work will be assigned in coordination with on-going alignment studies and design development subject to verification or



EXHIBIT A SCOPE OF WORK

modification by the Authority or its designated representatives. Phase 1 will be on public right-of-ways (ROW) and Phase 2 will be on private, state or federal land. The geotechnical investigation work will be assigned based on the Authority's clearance of the Permit to Enter (PTE), permitting and other factors. Geotechnical Investigation locations may vary geographically and multiple investigations may need to take place concurrently to meet the Authority's schedule.

2.4 Location of Work

The Silicon Valley to the Central Valley Line of the California High-Speed Rail Program is approximately 113 miles long. Right-of-way will be needed to accommodate all elements of the proposed high-speed rail line. Extensive tunnel, bridge, embankments and retaining wall work is expected. PTE and/or access easements are expected to be needed for the preliminary engineering, geotechnical investigations, and environmental studies.

2.5 Reports

2.5.1 Prior to commencement of the drilling work the Consultant shall submit (1) a Quality Management Plan that addresses how all the require drilling and testing process and procedures will be coordinated and communicated within the Consultant's team, and (2) a Subsurface Investigation Work Plan(s) of the drilling program to the Authority for review and acceptance.

2.5.2 The Consultant shall produce Geotechnical Data Reports (GDRs) for the subsurface investigation completed and Fault Crossing Displacement Reports (FCDRs) for each of the Faults investigated. These reports shall be signed by a California licensed Geotechnical Engineer (GE) and/or a California licensed Certified Engineering Geologist (CEG) with at least ten (10) years of experience in the planning, conducting, supervision, inspection and data reporting for subsurface investigations related to aerial structure/at-grade structure foundations, tunneling, retaining walls, and soil/rock slopes. Drafts of these reports shall be submitted to the Authority and/or designated representative for review, and final reports addressing Authority's and its designated representatives' review comments shall be submitted for acceptance. The GDRs will be included in the contract procurement documents used for bidding and construction. All reports and data should be in U.S. Customary units (English).

2.5.3 Deliverables:

2.5.3.1 Quality Management Plan

2.5.3.2 Subsurface Investigation Work Plans (Work Plans)

2.5.3.3 Site-Specific Health and Safety Plans

2.5.3.4 Draft GDRs to be submitted to the Authority for review and comment within 60 days upon completion of each phase of the subsurface program



EXHIBIT A SCOPE OF WORK

- 2.5.3.5 Final GDRs to be submitted within 45 days upon receipt of comments from the Authority
- 2.5.3.6 Draft FCDRs to be submitted to the Authority for review and comment within 45 days upon completion of fault mapping for each fault crossing
- 2.5.3.7 Final FCDRs to be submitted to the Authority within 30 days upon receipt of comments from the Authority
- 2.5.3.8 Final Logs of Test Borings
- 2.5.3.9 Final As-Built boring/CPT location plan

2.6 Personnel

- 2.6.1 The Consultant's personnel shall be capable of performing geotechnical site investigations and/or preparing reports with recommendations as described in this "Scope of Work/Deliverables."
- 2.6.2 The following professionals shall be defined by the following:
 - Registered Geotechnical Engineer in the State of California (GE)
 - Registered Civil Engineer in the State of California (PE)
 - Professional Geologist in the State of California (PG)
 - Certified Engineering Geologist in the State of California (CEG)
 - Professional Geophysicist in the State of California (PGP)
 - Licensed Land Surveyor in the State of California (LS)
- 2.6.3 Project Manager – The Consultant's Project Manager shall be a GE, CEG or PE. The Consultant's Project Manager shall coordinate all project development and design engineering issues/matters with the Authority's Contract Manager. In addition to other specified responsibilities, the Consultant's Project Manager shall be responsible for all matters related to the Consultant's personnel operations and day-to-day operations including but not limited to, the following:
 - Reviewing, monitoring, training and directing the Consultant's and Subconsultants'/Subcontractors' personnel.
 - Assigning personnel to complete the required work as specified.



EXHIBIT A SCOPE OF WORK

- Tracking the project progress and providing written monthly progress reports that track percentage of work completed and budget expenditures to date.
 - Ensuring that geotechnical services are compliant with all applicable laws, regulations and local ordinances.
 - Commuting non-compliance issues to the Contract Manager with recommendations for prompt resolution.
- 2.6.4 The Consultant's staff shall be experienced in the use of gINT boring/test pit software platform and the formatted boring record template standardized by the Caltrans Logging Manual, 2010 version. All data shall be presented in English units.
- 2.6.5 The Consultant shall, through the life of the Agreement, retain within its firm or through Subconsultants/Subcontractors, a staff of people qualified to perform each of the tasks within the specified time duration by the Authority.
- 2.6.6 It is possible that the Consultant may be asked to attend certain special training recommended by the Authority's Contract Manager.
- 2.6.7 The drilling subcontractors to be used for conventional drilling and in situ testing shall have a minimum of ten (10) years of experience in conducting drilling programs in mountainous terrain with vertical and inclined boreholes to depths of not less than 2,000 feet under hydrostatic pressure. The drilling foremen shall each have a minimum five (5) years of experience, including experience drilling for least three (3) underground structures (bored and cut-and-cover tunnels) that have been constructed.
- 2.6.8 The drilling subcontractors to be used for horizontal directional drilling for coring (HDDC) shall have a minimum of three (3) years of experiences in HDDC for subsurface investigations, including at least two (2) projects requiring HDDC to a depth/length of at least 3,000 feet.
- 2.7 General Subsurface Investigation Requirements
- 2.7.1 The Consultant shall prepare and submit a Work Plan that details how the work will be performed and sequenced and documents the proposed drilling and field/laboratory testing equipment.
- 2.7.2 The subsurface investigation shall be performed to determine the nature of the ground conditions including: soil, rock, groundwater and other subsurface conditions such as gassy or potentially gassy ground, if applicable.
- 2.7.3 The Consultant shall refer to Technical Memo TM-2.9.1 Geotechnical Investigation Guidelines for performing the subsurface investigations. For tunnel investigation guidelines, the Consultant



EXHIBIT A SCOPE OF WORK

shall refer to Technical Manual for Design and Construction of Road Tunnels – Civil Elements, FHWA-NHI-09-010.

- 2.7.4 The Consultant shall perform geophysical testing including Multi Channel Analysis of Surface Waves (MASW), Spectral Analysis of Surface Waves (SASW), Refraction and Reflection surveys, Refraction Microtremor (ReMi) surveys, downhole compression and shear (PS) seismic suspension logging, cross-hole logging, and others, etc. to supplement missing geotechnical data between borings.
- 2.7.5 Upon execution of the Agreement, the Consultant shall submit a Quality Management Plan within 30 days which addresses how the required drilling and testing process and procedures will be coordinated and communicated within its team and with the Authority and the Authority's designated representatives.
- 2.7.6 Geotechnical Data Reports (GDRs)

Geotechnical investigation of the subsurface conditions, including laboratory and field testing, shall be performed by the Consultant to describe the geologic features of the project area. A summary of geotechnical data and findings, including a summary of the investigation results, mappings, geophysical testing, in situ testing, instrumentation monitoring, and laboratory test data, shall be prepared as a GDR. The GDRs shall contain factual information that has been gathered in the subsurface investigations. The GDRs shall contain at least the following information:

- Project description
- Description of the site exploration program
- Description of investigation procedures and equipment
- Identification of Subconsultants and Subcontractors used to perform the various elements of the investigation
- Site plans showing the locations of subsurface investigations (borings, Cone Penetration Tests (CPTs), geophysical testing, etc.)
- Data obtained from the investigations presented in the form of logs, profiles, data plots, summary tables, rock core photos, etc.
- A detailed description of geological and subsurface conditions (including a description of local geology, site stratigraphy, geologic profiles, geologic hazards, and groundwater conditions) along each alternative alignment
- Rock description including rock types, orientation and nature of jointing, bedding, shear/faulted zones, etc.
- Description of surface water (springs, streams, etc.)
- Boring and rock core logs with soil and rock descriptions and field test results
- Groundwater level measurements from monitoring wells and piezometers



EXHIBIT A SCOPE OF WORK

- Vibration propagation characteristics of soils including surface waves such as Rayleigh waves
- Ground movement measurements from inclinometers
- Description and results of field/in situ testing and rock mapping
- Description and results of laboratory soil and rock tests, including data plots and summary tables
- Material (engineering) properties, strength and deformation properties, chloride content, acidity (pH value) and sulfate content of the surface water, groundwater, and soils
- Soil resistivity
- Statistical analysis for test results (number of specific tests such as grain size, unit weight, shear strength, unconfined compressive strength, consolidation, etc. in terms of histogram) per geotechnical layer
- Results of field and laboratory testing
- Logs of CPTs, seismic cones, trenches, and other site investigations
- Geophysical test results including MASW, SASW, ReMi, refraction and reflection surveys, downhole PS seismic suspension logging, cross-hole logging, and others.
- Standards for laboratory and field testing

The GDRs shall be done in collaboration with the Authority and its designated representatives prior to being submitted to the Authority for review and acceptance.

2.7.7 Fault Crossing Displacement Reports (FCDRs)

Geotechnical investigation of the subsurface conditions, including fault trench mapping, field and laboratory testing, shall be performed to describe the geologic features of the faults crossing the high-speed rail alignment. A summary of geotechnical/fault mapping data and findings, including a summary of the investigation results along with the results of the final field subsurface investigations including geologic trench mappings, field testing, and laboratory testing data, shall be prepared at each of the fault crossings as the FCDR. Each of these FCDRs shall contain factual information that has been gathered in the subsurface investigations/geologic trench mapping. Each FCDR shall contain at least the following information:

- Project description
- Description of desktop study results gathered from existing available data
- Description and discussion of the site exploration/geologic mapping program
- Locations and results of geologic trench mapping, subsurface investigations (borings, CPTs, geophysical testing, etc.), if any, including photo documentation of investigation sites



EXHIBIT A SCOPE OF WORK

- A detailed description of geologic trench mapping and subsurface conditions (including a description of site stratigraphy, and geologic hazards groundwater conditions), and photo documentation of exploratory trenches
- Seismic setting including location of nearby faults
- Fault location and orientation
- Estimated fault-rupture characteristics including surface fault displacement and rock description including rock types, orientation and nature of jointing, bedding, shear/faulted zones, etc.
- Description of surface water (springs, streams, etc.) and groundwater conditions
- Distribution of displacements across fault ruptures
- Boring and rock core logs with soil descriptions and field test results
- Description and results of field/in situ testing and rock mapping
- Description and results of laboratory tests that are related to fault mapping and trenching, if any
- Material (engineering) properties including geophysical test results from MASW, SASW, Re-Mi, refraction and reflection surveys, downhole PS seismic suspension logging, cross-hole logging, and others, if any.

The FCDRs shall be prepared in collaboration with the Authority's designated representatives prior to being submitted to the Authority for review and acceptance.

2.8 Geotechnical Data Management

- 2.8.1 Logs of Test Borings (LOTBs) shall be prepared for all geotechnical borings/CPTs performed for this project, under the Agreement.
- 2.8.2 LOTBs, also known as boring logs, shall be produced for each borehole logged by the Consultant's professional (a PG, CEG, PE, or GE) and final LOTBs shall be signed and sealed (or stamped) by the professional. LOTBs shall comply in form and content with the Caltrans Logging Manual, 2010 version.

2.9 Site Investigations

- 2.9.1 The scope of work for site investigations includes preparation of the Work Plans and Site-Specific Health and Safety Plans, utility clearance, obtaining permits, traffic control, site preparation including but not limited to grading, drilling including drilling with remote access using helicopter and portable rig, sampling, coring, field testing, working at contaminated sites, disposal of drilling waste, surveying, and performing field and laboratory tests and scope of final reports.
- 2.9.2 Unless otherwise directed or authorized by the Authority's Contract Manager, payment will only be made for work defined in the Task Orders. Work performed by the Consultant in addition to



EXHIBIT A SCOPE OF WORK

the scope of the Task Orders, and that is not directed or authorized by the Authority's Contract Manager, shall be at the Consultant's expense, and at no additional cost to the Authority.

- 2.9.3 The Consultant shall perform site investigations in accordance with the following requirements:
- 2.9.3.1 Perform all work in accordance with its Work Plans and Site-Specific Health and Safety Plans.
 - 2.9.3.2 Notify the Authority's Contract Manager at least two (2) working days before the commencement of any field work.
 - 2.9.3.3 Perform all work in accordance with the Scope of Work/Deliverables of the Agreement.
 - 2.9.3.4 Ensure that all required equipment and materials are present at the site and in good operating condition at the beginning of each workday. The Consultant shall supply backup equipment, as needed on-site for each job.
 - 2.9.3.5 Have, or be able to obtain, all the personnel, energy sources, equipment and materials necessary to comply with the provisions of the Agreement throughout the Agreement term. Consultant personnel must hold all appropriate California licenses, including, but not limited to C-57 and/or C-61 licenses.
 - 2.9.3.6 Obtain all necessary regulatory permits in collaboration with the Authority and its designated representatives.
 - 2.9.3.7 Conduct all drilling and sampling under the responsible charge of a PG, CEG, GE, or PE with at least five (5) years' experience conducting geotechnical investigations.
 - 2.9.3.8 Perform all borehole logging in accordance with the Caltrans Logging Manual, 2010 version.
 - 2.9.3.9 Abandon all boreholes in accordance with Section 2.22 and local regulatory requirements.
 - 2.9.3.10 Have, or be able to obtain, all the personnel, energy sources, equipment and materials necessary to conduct geotechnical site investigations in contaminated environments.
 - 2.9.3.11 Characterize, transport, and dispose of all drilling wastes to an appropriately licensed disposal facility and provide appropriate documentation.

2.10 Subsurface Investigation Work Plan

The Consultant shall submit to the Authority's Contract Manager a Work Plan that describes the means for accomplishing this Scope of Work. The Work Plan shall include, sampling/coring, field and laboratory testing, and analysis methodology, work scheduling, traffic management and control plans, traffic control, types of equipment to be used, site access, permits, plans for accomplishing the work and for disposing of drilling wastes, and location of stored cores.



EXHIBIT A SCOPE OF WORK

2.11 Field Preparation

2.11.1 Field Preparation and Safety

2.11.1.1 The Consultant shall develop Site-Specific Health and Safety Plans. The Consultant shall submit each plan to the Authority's Contract Manager at least one (1) week prior to the start of field work. Each site-specific health and safety plan shall conform to any regulatory requirements that may be imposed through permits.

2.11.1.2 Health and Safety Plan shall include at least the following information:

- Name of safety officer and contact information
- Name of the nearest hospital or emergency medical care facility with map and directions from work site
- Underground and overhead utilities impacting site
- Underground Service Alert (USA) inquiry reference numbers; results of inquiry to USA and non-USA utility owners
- Utility owner/operator positive response confirmation
- Provide list of contacts with the phone numbers
- Traffic hazards and plans for mitigation
- Required safety gear and attire
- Fire control and mitigation plan during field operations
- Other site-specific specific hazards and plans for mitigation
- Work and support zones that will confine and delineate specific areas of work by protecting the surrounding environment from potential chemical and physical hazards, by establishing a safety monitoring perimeter for the active work area, by regulating entry into the work area, and by facilitating communication and emergency response between work activities and management support
- Evacuation plans for rain, dense fog, snow, winds, high fire hazards and other transient weather conditions that may affect site, safety and efficiency
- The requirements in Section 2.25

2.11.2 Exploration Permits

The Consultant shall contact local, state, and federal agencies to determine permitting fees and requirements associated with geotechnical drilling, paleoseismic trenching, borehole and CPT abandonment, piezometer/observation well installations, street encroachment, and access. The permits mentioned in the following sections shall be obtained through



EXHIBIT A SCOPE OF WORK

collaboration with the Authority and its designated representatives or dealt with by the Consultant as outlined herein.

Access to federal and state lands for geotechnical exploration will require PTE and or Special Use Permits and encroachment permits from the appropriate state and federal agencies. The Authority will initiate contact with federal and state agencies and authorize subsequent Consultant contact. The Consultant shall coordinate with the agencies, with assistance from the Authority and its designated representatives as necessary, to obtain appropriate access permits for exploration work on federal, state, county and city lands. Obtaining access permits from federal and state agencies can be lengthy (a few months or over a year). As such, the Consultant shall plan the explorations accordingly to schedule the exploration works.

The Consultant shall obtain permits to enter or cross railroad property, to access existing roadways and or create new temporary roadways, as well as those requiring the use of a helicopter.

The Consultant shall estimate the cost of all permit fees to perform the subsurface investigation work. The Consultant shall pay for all permit fees, and submit receipts for payment. The Consultant shall be reimbursed for permit fees at actual cost.

2.11.2.1 Private Access Permits

PTEs will be required for private properties for field reconnaissance, geophysical surveys, boreholes, CPTs, geological mapping and trenching. PTEs will be obtained by the Authority and its designated representatives. The Consultant in collaboration with the Authority and its designated representatives shall contact and coordinate with landowners to arrange access. Exploration locations for the Phase 1 subsurface investigation will be planned and developed by the Authority and its designated representatives on the public right-of-ways. For the Phase 2 investigation, the Authority and its designated representatives will coordinate with the Consultant in the planning and evaluation of all proposed exploration locations to determine if there are any private land access issues with the proposed exploration locations. At locations where access issues exist and access to private land is not obtainable, the Authority and its designated representatives may move the explorations to public land, adjacent private land, or delete the explorations where practicable. The Phase 1 and Phase 2 exploration is subject to change during the course of the Agreement and will depend on the availability of access to private property.



EXHIBIT A SCOPE OF WORK

2.11.2.2 Drilling Permits

In collaboration with the Authority and its designated representatives, the Consultant shall be responsible for acquiring all drilling related permits required by city, county, state, and federal permitting agencies. Permits are required for geotechnical drilling include boreholes, CPTs, fault trench mapping, borehole abandonment, and street encroachment. Drilling activities can only start after appropriate permits are obtained from these agencies, as necessary.

2.11.2.3 Environmental Permits

To the extent possible, the work will be planned such that intrusive activities including boreholes, CPTs, and trenches will be located within the public ROW, away from environmentally sensitive areas. However, in some areas where explorations require deviation from the public ROW, such as specialized areas, unpaved areas, sites of historical significance, a wetland or waterway, or a habitat for threatened or endangered species, environmental permits will be required for these activities. Intrusive activities on private property or in areas with environmental or cultural constraints will require an environmental assessment (EA) in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). This EA will be performed by the Authority.

2.11.2.4 Other Permits to be by the Authority:

- i. Fish & Wildlife Permit - The Authority or its designated representatives will obtain written permission from the California Department of Fish & Wildlife if drilling operations are within a stream, river, or any other location that requires a permit from the agency.
- ii. U.S. Army Corps of Engineers Nationwide Permit - The Authority or its designated representatives will obtain written permission from, or file a written application for a Nationwide Permit (NWP) exemption to, the U.S. Army Corps of Engineers or Regional Water Quality Control Board when proposing to perform drilling operations within any stream, river, or any other location that requires a permit from the agency.

2.11.3 Utility Clearances

The Consultant, along with the drilling subcontractor, shall perform joint walkovers to mark proposed borehole, CPT, and trench locations for utility clearances. Once locations have



EXHIBIT A SCOPE OF WORK

been marked, the respective drilling subcontractor shall be responsible for contacting Underground Service Alert (USA) for each designated location at least 48 hours prior to performing any concrete coring, potholing, drilling, CPTs, or trench excavation.

All exploratory boreholes, CPTs, and trenches shall be surveyed in accordance with the Authority's contract requirements. Explorations shall be located at the time of drilling by GPS within 1-foot accuracy (or better). Exploration locations shall be surveyed by an LS after completion of the Geotechnical Investigation (GI) activities.

2.11.4 Traffic Control

2.11.4.1 The Consultant shall provide traffic control (barricades, portable flashing beacons, cones, lights for night work, detours and closures) necessary to accomplish the work. The Consultant shall coordinate traffic control with the appropriate local or state jurisdiction.

2.11.4.2 The Consultant shall provide traffic control in accordance with the following provisions:

- i. The Consultant shall comply with applicable sections of Caltrans 2010 Standard Specifications for traffic control requirements and applicable sections of Caltrans 2010 Standard Plans for shoulder closure.
- ii. The Consultant shall obtain the necessary encroachment permits and approvals.
- iii. The Consultant shall provide all labor, equipment, and materials that are required for placing, operating, maintaining, repairing, replacing, transporting and removing traffic control and traffic control devices. This includes access to borings in State forest and other restricted/constricted locations where helicopter access is required. Special traffic management shall be undertaken to meet the vibration/noise requirements set forth by federal/state/local jurisdiction.
- iv. The Consultant shall conduct operations so as to offer the least possible obstruction and inconvenience to the public and to have under traffic control no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. All public traffic shall be permitted to pass around the work with a minimum of inconvenience and delay.
- v. The Consultant shall implement protective measures that are necessary to prevent accidents or damage or injury to the public and its employees. No



EXHIBIT A SCOPE OF WORK

operations shall create a condition hazardous to traffic or to the public.

- vi. The Consultant shall enter and leave the highway via existing ramps and crossover in the direction of public traffic. There will be no movement across lanes.
- vii. All trucks or other mobile equipment leaving the public traffic lane to enter the work area shall slow down gradually in advance of the turnoff to allow following traffic an opportunity to slow down.

2.12 Fault Trench Mapping/Investigation

- 2.12.1 The focus of fault trench mapping/investigation is to (1) accurately locate existing faults near proposed high-speed rail infrastructure, (2) identify historic fault rupture activity, and (3) estimate amounts and distribution of past/future fault displacements.
- 2.12.2 Exploratory trenches must be oriented perpendicular to the fault traces, and of adequate length to explore their impact to the proposed high-speed rail alignment.
- 2.12.3 Trenches must be deep enough to extend below Holocene deposits. All trenches shall be excavated in compliance with current Occupational Safety and Health excavation safety regulations.
- 2.12.4 Fault trench mapping/investigation shall be performed by a certified engineering geologist (CEG) or a professional geologist (PG) licensed in the State of California with at least 5 years of experience in a responsible position in the field of engineering geology in California.
- 2.12.5 The Engineering Geologist shall interpret the ages of sediments exposed in the trenches, or when necessary, obtain radiocarbon or other age determinations, to constrain the age of most recent fault movement to determine whether recent (Holocene) displacement has occurred.
- 2.12.6 A field review by the Authority's designated representatives is required during the exploratory trenching. The Consultant shall provide a minimum of 48-hour notice to schedule the field review with the Authority's designated representatives. The trench(es) shall be open and a preliminary log completed at the time of review.
- 2.12.7 A fault crossing displacement report (FCDR) shall be prepared and submitted to the Authority for review in a month after completion of the fault trench mapping/investigation.

2.13 Drilling

- 2.13.1 The Consultant shall be capable of providing multiple drill rigs during drilling operations and support equipment for any of the following types of subsurface boring techniques:



EXHIBIT A
SCOPE OF WORK

- Mud rotary
 - Rock Coring
 - Casing Advancer
 - Solid-stem auger
 - Hollow-stem auger
 - Bucket auger
 - Air-rotary/percussion
 - Electric Cone Penetrometer
 - Dynamic Testing (driving rig)
 - Borehole geophysical testing
 - Horizontal drilling
 - Limited access drill rig
 - All terrain drill rig
 - Air-rotary percussion
- 2.13.2 The Consultant shall have the capability to drill through, core, and sample soft or poorly consolidated material, engineered fill, asphalt, concrete, intermediate geologic material, and rock. Equipment used to make test borings must be capable of recovering continuous soil and rock core samples to a depth of feet below the ground surface.
- 2.13.3 Borehole logging vehicles shall be capable of transporting and operating all borehole geophysical probes requested by task orders.
- 2.13.4 Bucket Auger rigs shall be capable of attaining a minimum of 150 feet depth and shall have the capability to core weak rock. The rig shall be equipped with various samplers that include Standard Penetration Test (SPT) spoon samplers, Shelby tube undisturbed soil samplers, Pitcher or Denison undisturbed soil samplers, wireline sampling, and modified California samplers. The Consultant shall advance test borings in both soil and rock by equipment, techniques, and methods identified in the approved Work Plan. The Consultant shall be able to drill or drive casing that is greater diameter than the drill bit. The Consultant shall anticipate the need to install drill casing to assist drilling, sampling, and core recovery. The Consultant shall use casing, water, bentonite mud, or polymers to keep the borehole open and samples recoverable.
- 2.13.5 The Consultant must maintain adequate water supply and/or water truck to drill at all times. The Consultant will not be reimbursed for any down time that occurs due to lack of water. The Consultant shall make arrangements with the local water district to obtain water and provide copies of the agreement to the Authority or its designated representatives. The Consultant shall obtain the meters from the appropriate authorities and will be responsible for meter usage and care.



EXHIBIT A
SCOPE OF WORK

2.13.6 All drilling shall be performed in conformance with the minimum bit size requirements specified in the following table:

Type of Drilling	Minimum Bit Outside Diameter (inches)
Mud rotary	3.75
Dry solid-stem auger	6
Dry hollow-stem auger	7.5
Bucket auger	24
Air-rotary/percussion	4
Hand augering	As needed

2.13.7 Drill rigs shall be capable of hydraulically pushing thin-walled soil samplers or driving thick-walled soil samplers, and obtaining continuous samples of soil/rock by means of either wireline or conventional equipment, using thin-walled sample tubes, or punch core barrels used within the lead auger system.

2.13.8 The Consultant shall be able to core or cut oversize holes (up to diameter) through existing roadway or bridge asphalt, concrete, and rebar up to 20 inches thick to perform borings beneath such materials.

2.13.9 Drilling lead workers shall have a minimum of five (5) years of experience in conducting drilling operations for geotechnical investigations in both soil and rock, and be knowledgeable about mud rotary and dry auger drilling and sampling techniques.

2.13.10 The Authority and its representatives may inspect the drilling operation to determine whether the operation is in conformance with acceptable drilling and sampling standards and the Upon notice of non-compliance of drilling and/or sampling standards by any of the professionals listed above, the Consultant shall investigate and take immediate action to correct poor performance.

2.13.11 The Consultant shall be able to set up and drill boreholes at each of the locations specified in the Task Orders. The Consultant shall have the capability to drill boreholes in difficult access areas and high ground areas using helicopter access. Access roads proposed by Consultant as a preferred means of access may require environmental clearance and must be approved by the Authority.

2.13.12 The Consultant shall be able to perform horizontal directional drilling for coring (HDDC). The objectives of the HDDC include, but are not limited to the following:

- Identification of ground conditions (rock types; faulted, shear, breccia, and folded zones) in the vicinity of the proposed tunnel alignment, and



EXHIBIT A SCOPE OF WORK

- Studies of rock mass groundwater regime in the vicinity of the proposed tunnel alignment including collection of groundwater pressure data along the borehole to assess the water flow pathways.

2.13.13 The Consultant shall comply with the following specific requirements when performing HDDC:

- The drilling rig and equipment shall be able to drill a directional horizontal hole to a depth/length of at least 5,000 feet.
- Carry out the drilling operation in a round-the-clock (24-hour), 7-days-per-week schedule until the hole is completed.
- Conduct the drilling using a platform mounted drilling rig, equipped with wireline capability and tri-cone roller bits and/or diamond bits of varying sizes to allow for staged casing installation. Commence coring using HQ triple tube core barrels once the hole reaches a horizontal alignment.
- Keep the planned hole trajectory within 0.5 to 1% of the borehole length.
- Transmit the drilling mechanical data from the rig to a secure data hub such that the data is secure and cannot be tampered with by the drilling crew or others.
- Provide continuous core samples and geological information along the planned hole trajectory. The core samples shall be sent to laboratory for testing.
- Provide data on the extent and orientation of problematic rock formations as well as groundwater inflow estimation.
- Provide in situ field geophysical and hydrological tests
- Maintain adequate water supply and/or water truck to drill at all times. Down time because of lack of water shall be avoided.
- Provide adequate access to areas for set up of equipment, drill rigs, pumps, trailers, and other ancillary elements to facilitate continuous drilling of the directional horizontal drill holes.
- Keep the drilling site clean and safe at all times. Reinstate the site to its original conditions upon completion of the drilling operation.

2.13.14 The Consultant shall perform hand augering in advance of drilling where utilities are suspected. In general, hand augering shall be performed to a depth of no less than six feet beneath the ground surface if drilled within three feet of a utility line.

2.13.15 During night drilling, the Consultant is responsible for providing adequate night lighting.

2.13.16 The Consultant shall contain all drilling fluids and dispose of drilling waste as specified in Section 2.21 – Containment, Storage, and Removal of Drilling Waste.



EXHIBIT A SCOPE OF WORK

2.13.17 The Consultant shall conduct Tailgate Safety Meetings as specified in the “Caltrans Safety Manual” (<http://www.dot.ca.gov/manuals.htm>) and the “Code of Safe Drilling Practices and provide the necessary documentation.

2.13.18 Groundwater information shall be provided for each boring. See Logging Manual. Non-measurement of groundwater due to the use of rotary wash drilling will not be acceptable.

2.14 Soil and Rock Logging

2.14.1 All test borings and geologic logging shall be performed by, or under direct supervision of a PG or CEG. The personnel involved in the work shall have at least five (5) years of experience in performing geologic logging for geotechnical investigations. Field personnel shall be qualified and experienced in recording boring data, describing and identifying soils and rock with respect to engineering classifications, and conducting the required field tests.

2.14.2 Borings shall be logged in accordance with the Caltrans Logging Manual. At a minimum, soil samples for logging purposes shall be taken at intervals. Rock coring shall be continuous, starting at the top of rock. Tests and descriptions shall be noted on the log corresponding to the depth of the sample.

2.14.3 Downhole field logging shall be performed for bucket auger borings. Downhole logging shall also include a description and classification of soil cuttings during drilling, prior to entering the borehole. Downhole field logging shall be performed in accordance with all applicable state and federal health and safety regulations. All costs for providing drill rig, winch, harness, safety ring-collar, safety cage, lighting, oxygen, organic vapor analyzer, radio communication, and all other necessary safety equipment, shall be the responsibility of the Consultant.

2.14.4 The Consultant shall and document the inventory of all labeled soil and rock samples, and submit the inventory to the Contract Manager upon invoicing.

2.15 Borehole Geophysical Logging

2.15.1 The Consultant shall perform borehole geophysical logging as directed in the Task Orders and as specified herein. Work shall be performed in accordance with the Geotechnical Investigation Plans (GIPs). The Consultant shall provide the appropriate geophysical instrument for each log to be performed.

2.15.2 The Consultant shall be able to perform the following tests according to the current ASTM standards:

- PS Suspension Logging
- Resistivity
- Electromagnetic (EM) Induction



EXHIBIT A SCOPE OF WORK

- Natural Gamma
- Full Wave Sonic (P-wave velocity)
- Mechanical Caliper
- Sonic Caliper
- Borehole Deviation
- Acoustic Televiwer
- Optical Televiwer
- Fluid Temperature and Conductivity
- Packer/Lugeon Testing

2.15.3 All borehole geophysical logs provided by the Consultant shall contain the following boring information:

- Boring name/number
- Names of technician and inspector
- Location/site name
- Surface Elevation and location coordinates
- Casing height (above surface)
- Depth reference (description)
- Borehole diameter
- Casing information (type, diameter, depth)
- Drilling fluid description required for specific log corrections (e.g., type, resistivity, temperature)
- Level of fluid in borehole at time of logging
- Other information that may impact interpretation (e.g., locations and composition of annular seals, filter pack and screen)
- Drilling information (date drilled, drilled depth, time/date circulation stopped)

2.15.4 All borehole geophysical logs provided by the Consultant shall contain the following log information:

- Type of log
- Run number
- Name(s) of operators, observers
- Date logged
- Probe description (name, serial number)
- Logging speed (if analog equipment is used) (See 2.15.13 of the Scope of Work)
- Recorder scale (if analog equipment is used)
- Module/panel settings (if analog equipment is used)
- Calibration data



EXHIBIT A SCOPE OF WORK

- Listing of all other logs run on same date
 - Additional comments (e.g., adverse weather, logging conditions, any irregularities in calibration, logging procedure)
- 2.15.5 Repeat boring geophysical logs shall be performed for quality control. The repeated portion of the log shall span an interval of maximum signal variation and any intervals of particular interest to the study. Repeat logs shall be documented and the logs included in the LOTB.
- 2.15.6 Log headers shall contain the information listed in sections 2.15.3 and 2.15.4.
- 2.15.7 Where combination probes are used, the borehole measurements shall be corrected for differences in measuring depth between the tools. The correction may be automatic, or may be performed by manually shifting the responses of the accessory logs to align with the primary log. The correction shall be noted in the log header.
- 2.15.8 Geophysical logs shall be presented using linear scales whenever possible. However, when it is necessary to show the range of signal variation, logarithmic scales in the appropriate tracks are acceptable.
- 2.15.9 The vertical scale shall be chosen based on site specific resolution requirements, but shall not be greater 1:200. The horizontal scale for each log shall be chosen to accommodate the expected range of signal variation.
- 2.15.10 Copies of the geophysical log data and header information shall be provided on digital media. The media type to be used shall be acceptable to the Authority. All digital copies of geophysical logs shall conform to Version 2.0 of the CWLS Log ASCII Standard (LAS 2.0).
- 2.15.11 Caliper probes shall be of the finger type, and possess at least three (3) mechanical measuring arms of sufficient length to span the expected range of borehole diameter changes. Where appropriate, an electronic sonic caliper may be used.
- 2.15.12 The appropriate logging speed shall be chosen on a site-specific basis for the geophysical test to be run. Logging speeds shall not exceed 33 feet (10 meters) per minute.
- 2.15.13 Equipment used shall be calibrated not more than three (3) months prior to performing the tests.
- 2.15.14 The Consultant shall provide the borehole geophysical data along with interpretation of the data in a written report. Geophysical reports shall be prepared under the direction of and signed by a PGP.
- 2.15.15 Geophysical reports provided under this section shall contain the following:
- Introduction / description of geophysical tests performed
 - Description of test equipment and procedures



EXHIBIT A SCOPE OF WORK

- Purpose of geophysical tests performed
- Interpretation of test data
- Presentation of graphical results (including copies of all borehole geophysical logs used for interpretation)
- Data quality assessment

2.15.16 Shear-wave velocity measurements acquired by electronic cone penetrometer shall be considered borehole geophysical logging for purposes of the Agreement.

2.15.17 Borehole geophysical logs produced under the Contract shall comply with the appropriate LOTB format requirements. The LOTBs shall be signed by the PGP, CEG, or GE with seal affixed. These copies shall be submitted to the Authority for review and approval within 15 work days of hole completion.

2.16 Sampling, Field Tests, and Storage

2.16.1 The Consultant shall perform field tests and obtain representative samples of the subsurface soil and rock materials for laboratory tests, as specified herein and in the GIPs. The Consultant shall provide the sampling containers, sizes, identification protocol, and quantities in accordance with the Caltrans Logging Manual.

2.16.2 The Consultant shall be able to obtain undisturbed soil samples using thin and/or thick walled sample barrels with brass sleeve inserts. Thin-walled samplers shall be pushed into the soil while thick walled samplers may be driven. Thin-walled Shelby tube samples shall be obtained in accordance with ASTM D1587.

2.16.3 The Standard Penetration Test (SPT) shall be performed in accordance with ASTM Procedure D1586. Disturbed soil samples may also be obtained from the SPT, from punch cores, or from auger cuttings. Representative disturbed soil samples shall be collected and submitted to the soils laboratory for analyses of gradation, corrosion, Atterberg Limit Tests, or other tests as directed in the Task Order. The Consultant shall perform pocket-penetrometer and Torvane tests on cohesive soil samples, and record the values in the field logs and in the LOTB's.

2.16.4 The Consultant shall perform other field tests, as necessary, to describe and classify the soils for logging. If the Consultant desires to perform more tests than necessary by the common state-of-practice then the Consultant will bear the cost of such tests, unless otherwise authorized in writing by the Contact Manager.

2.16.5 Continuous coring of unconsolidated materials (punch cores) shall be recovered by drilling systems configured with a 5-foot long inner tube core barrel. Punch core shall be a minimum of 2.4 inches in diameter requiring either Type "HX" or 94 mm system. Type "NX" core diameter system will only be used at the request of the Authority Contract Manager.



EXHIBIT A SCOPE OF WORK

- 2.16.6 Rock core samples shall be recovered by drilling systems configured with a 5-foot assembly with an outer core barrel and split inner barrel. Rock core shall be a minimum of 2.4 inches in diameter. The Consultant is required to use Type “HX”, 94 mm wireline, or equivalent wireline coring system such as a triple tube on approval from the Authority Contract Manager. The Consultant shall properly store all rock cores in rock core wood boxes and label samples in accordance with the Caltrans Logging Manual listed above. The Consultant shall provide photos of each core box.
- 2.16.7 The Consultant shall keep all soil and rock core samples at the project site or other secure location that is accessible to the Authority’s Contract Manager and its designated representatives for inspection. The storage facilities shall be large enough to store soil/rock samples collected from the drilling programs and shall have adequate lighting, work table, shelving, cleaning tubs, etc. to facilitate inspection. Only the rock core samples within the tunnel envelope shall be stored in a humidity control environment approved by the Authority.
- 2.16.8 The Consultant shall keep all rock cores, within the tunnel envelope at the approved storage facilities until otherwise notified by the Authority. The facilities shall be handed over to the Authority in good operating conditions at the end of the contract. The cost for storage will be reimbursed by the Authority. It is estimated that at least 200 core boxes will require storage. These cores will be used for viewing during the construction procurement process.
- 2.17 Piezometers
- 2.17.1 The Consultant shall furnish and install piezometers at the locations and depths required in the Task Orders to determine groundwater levels during the investigation and provide groundwater information for the design of the project. Piezometers shall consist of 1.5-inch diameter slotted PVC plastic pipe installed within a completed borehole. The Consultant shall also furnish and maintain electronic water level monitoring equipment. Groundwater shall be monitored in the piezometers during the Contract as follows:
- Once upon installation of the piezometer
 - Weekly until the water level readings stabilize
 - Monthly until the end of the Contract period
- 2.17.2 When directed by the Authority Contract Manager, the Consultant shall remove the piezometer by removing the PVC pipe from the borehole. The borehole shall then be abandoned in accordance with the provisions of the Agreement. Groundwater monitoring equipment shall be handed over to the Authority in good operating condition at the end of the Agreement.
- 2.17.3 The annular space between the borehole and the installed PVC pipe shall be tremie-filled with No. 8 Monterey sand or equivalent. These piezometers shall be removed by overdrilling the borehole, and abandoning the borehole in accordance with the provisions of the Contract.



EXHIBIT A SCOPE OF WORK

2.18 Slope Inclinometers (SI)

2.18.1 The Consultant shall furnish and install slope inclinometers in completed boreholes at the locations and to the depths required in the Task Orders. Slope inclinometer pipe shall be made of 70-mm diameter solid Acrylonitrile Butadiene Styrene (ABS) with a wall thickness of 5-mm. The pipe shall be longitudinally grooved at 90-degree intervals within the circumference. The pipe shall be installed such that the grooves within the pipe are aligned in the direction of suspected slope movement. The Consultant shall grout the annulus between the slope inclinometer pipe and the borehole from the bottom to the surface. The Consultant shall use reverse-thread tremie pipe and end caps and taped joints to prevent flow of grout into SI casing. The grout mixture shall be according to the following batch specification: 28 gallons water; one (94 lbs) sack Portland cement; 1/4 sack (25 lbs) of powdered bentonite. The Consultant shall supply and install 6-inch locking well covers flush to the ground surface on the completed Slope inclinometers, or raised well covers as directed by the Authority Contract Manager. The Consultant shall survey and provide the locations and top elevations of the slope inclinometers on the final as-built plans.

2.18.2 Frequency of slope inclinometers shall be as follows:

- Take an initial measurement 7 days after installation of the inclinometer
- Take readings monthly for a period of six (6) months after installation
- Take readings every 3 months for the remainder of the Agreement
- Take additional readings as directed in the GIPs or as directed by the Authority Contract Manager

2.18.3 The Consultant shall provide inclinometers with portable readout units for in-place inclinometers, dataloggers, and software for dataloggers and portable readout unit

2.18.4 Slope indicator monitoring equipment shall be handed over to the Authority in good operating condition at the end of the Agreement.

2.19 Geophysical Test Boreholes

The Consultant shall install PVC casing and grout the annulus of completed boreholes. The grout mixture shall be according to the following batch specification: 28 gallons water; one (94 lbs) sack Portland cement; 1/4 sack (25 lbs) of powdered bentonite. Casing and grouting shall be used when borehole geophysical testing cannot be performed immediately in an open borehole or when other conditions exist that may necessitate casing and grouting. The casing pipe shall be made of 3-inch diameter solid Schedule 40 PVC.

2.20 Laboratory Tests



EXHIBIT A
SCOPE OF WORK

- 2.20.1 The Consultant's laboratory shall be approved by the Authority's Contract Manager unless it is a Caltrans certified testing facility.
- 2.20.2 The Consultant shall comply with all requirements requested by the Authority or its designated representatives for performing the laboratory tests.
- 2.20.3 The Consultant's laboratory shall report results according to the test method including graphical presentations and summaries of the laboratory data. The laboratory report shall state the condition of the soil and rock samples, their suitability for testing, and the reliability of the results.
- 2.20.4 Laboratory tests shall be in conformance with California Test Method, ASTM or AASHTO standards as appropriate.
- 2.20.5 The Consultant shall label, identify, preserve, transport and store all soil samples and rock core in a facility approved by the Authority.
- 2.20.6 The Consultant shall be able to perform the following laboratory tests on soils and/or rock according to current ASTM designations including but not limited to:

2.20.6.1 Soil:

- Unit Weight
- Percent Moisture Content
- Specific Gravity
- Mechanical Analysis
- Atterberg Limits
- Consolidation
- Triaxial – Unconsolidated Undrained - UU
- Triaxial – Consolidated Undrained with pore pressure meas. – CU (e)
- Sand Equivalent CTM-217
- Durability Index CTM-229
- Triaxial – Consolidated Drained - CD
- Unconfined Compression (soil/rock)
- Direct Shear
- Permeability – Falling head
- Permeability – Constant head
- Compaction Curve CTM-216
- Tube Calibration CTM-110
- Maximum-Minimum Density
- Shrinkage Limit



EXHIBIT A SCOPE OF WORK

- Swell Pressure
- Swell Volume
- CTM No. 301 – Soil R-value
- Corrosivity per Caltrans Standards: CTM’s 201, 202, 417, 422, 643

2.20.6.2 Rock:

- Unit Weight
- Unconfined and Confined Compressive Strength for Rock Sample
- Direct Shear
- Young’s Modulus and Poisson’s Ratio
- Point Load
- Brazilian Tension
- Rock Hardness
- Punch Penetration
- Thin-section Petrography of Rock Samples
- Petrographic Analysis
- X-ray Diffraction
- Differential Thermal Analysis
- Cerchar Abrasivity of Rock Samples within Tunnel Portions
- Ultrasonic Velocity Test (unconfined)
- Slake Durability

2.21 Containment, Storage, and Removal of Drilling Waste

2.21.1 The Consultant shall perform the following:

2.21.1.1 Contain drilling wastes within a portable drilling mud-tub during the drilling operation. The Consultant shall contain all drilling fluids at all times during the operation.

2.21.1.2 Store excess drilling wastes in drums or other sealed containers after each day’s work. Drums must be properly labeled and removed to an approved drum storage site. Perform all analytical tests deemed necessary by the Consultant, in consultation with the accepting waste facility, to characterize the drilling wastes prior to transporting the drilling wastes off site. The Consultant shall provide copies of the analytical reports performed on the wastes to the Authority for reference.



EXHIBIT A SCOPE OF WORK

2.21.1.3 Drilling waste shall be transported and disposed of at a licensed waste disposal facility in accordance with all applicable state and federal regulations. Documentation verifying proper chain of custody associated with the disposal of drilling wastes to a state-regulated Class 2, Class 3, or unclassified disposal facility is the responsibility of the Consultant.

2.21.2 The Consultant shall notify the Authority or its designated representatives if analytical results of tests performed on the drilling wastes indicate the drilling waste is classified as 'hazardous waste' in accordance with state or federal regulations. The Consultant shall be responsible for providing transportation and disposal of hazardous waste using appropriately licensed subconsultants at disposal facility approved by the Authority. In addition, the Consultant shall provide an EPA Generator Identification Number, and sign all Uniform Hazardous Waste Manifests and Waste Profiles.

2.22 Borehole Abandonment

2.22.1 Unless otherwise noted in the Task Orders or directed by the Authority Contract Manager, all boreholes constructed by the Consultant shall be properly abandoned in accordance with any governing state or local regulatory agency upon completion of the drilling and testing at the borehole. The Consultant shall perform the following:

- Unless otherwise specified by local regulatory agency, grout all boreholes from the bottom to the original ground surface using tremie pipe.
- Contain, store, transport, and dispose of all drilling wastes displaced from the grouting operation in accordance with Section 2.21 – Containment, Storage, and Removal of Drilling Waste of this Scope of Work/Deliverables.
- The Consultant shall mix grout according to the following batch specification: 28 gallons water; one (94 lbs) sack Portland cement; 1/4 sack (25 lbs) of powdered bentonite.

2.22.2 The Consultant shall have available all necessary equipment to tremie materials into boreholes, mix grout, and pump grout in one continuous operation.

2.22.3 Bucket auger borings and test pits shall be backfilled and tamped with the drill cuttings generated from the drilling operation.

2.22.4 The surface at all borings, CPTs, and test pits shall be restored to original grade and condition.

2.23 Cone Penetration Test (CPT)

2.23.1 Electric Cone Penetrometer or Cone Penetrometer Test (CPT) rigs shall be 20-ton rig or equivalent. The probe shall consist of a piezocone with 10 cm² projected tip area, 60° apex, and 150 cm² friction sleeve. The soundings shall be performed according to ASTM D5778 standard



EXHIBIT A SCOPE OF WORK

using electric Type-1 and Type-2 piezocones. The sounding data shall be provided in both hard copy and digitized version in ASCII formats.

2.23.2 Conduct the tests in accordance with ASTM D5778 (Standard Test Method for Electronic Friction Cones and Piezocone Penetration Testing of Soils).

2.23.3 The CPT instrument shall also be capable of providing the generation and recording of seismic shear wave velocity at a 3-foot test interval. Present and submit the seismic shear wave velocity with depth for each logging to the Authority for reference.

2.24 Locating Boreholes/CPTS

2.24.1 The Consultant shall determine the elevations of all boreholes and CPTs at the project site. The Consultant shall use the benchmarks provided by the Authority as its primary reference to determine borehole elevation. Borehole elevations shall be measured to within an accuracy of 0.5 inch. All survey control shall be based on the North American Vertical Datum of 1988 (NAVD88) as defined by the National Geodetic Survey (NGS). All surveying shall be done by an LS.

2.24.2 The Consultant shall develop as-built boring/CPT location plan. The borehole coordinates and elevation shall be shown on the field notes for each borehole or CPT. The surveyed locations shall be provided in N- and E- coordinates according to project coordinate system

2.24.3 Borehole/CPT locations shall be measured to a horizontal accuracy of one (1) foot.

2.25 Contaminated Sites

2.25.1 For sites that are characterized as environmentally contaminated, the Consultant shall review reports describing the nature and extent of contamination with respect to its proposed Work Plan. The Consultant shall provide a site specific Health and Safety Plan prepared and signed by a California licensed Certified Industrial Hygienist (CIH) that addresses protection measures to be taken while conducting the field exploration. The Health and Safety Plan shall include, at minimum, the following:

- Name and contact information for designated Health and Safety Officer
- Health and safety hazards – chemical and physical
- Level of Protection required for site work
- Air monitoring plan
- Personal protective equipment selected for the project
- Work zone delineation and decontamination procedures
- Worker training requirements



EXHIBIT A SCOPE OF WORK

- Medical surveillance program for field staff that complies with Cal-OSHA, the California Code of Regulations, and Federal OSHA requirements
- Plan for testing and disposal of drilling wastes

2.25.2 The Consultant shall complete all work in accordance with the Health and Safety Plan, and shall ensure that all employees, including employees of any Subconsultants and drilling contractors, comply with the Health and Safety Plan requirements. All personnel engaged in field investigations shall be properly trained and certified for work in contaminated environments. The Consultant shall have current training certificates of these personnel available at the request of the Authority Contract Manager. Training shall include, but not be limited to, the use of personal protection equipment, decontamination procedures, hazard recognition, safe operation procedures, and emergency response.

2.26 Overnight Site Security and Lighting

The Consultant shall provide lighting and night security, including a night watchman and portable fuel generated light machines at night where it is anticipated that the drilling rigs will either remain on a borehole overnight due to required depths conditions or where the site is located in an area that has a potential for theft and vandalism.

The Consultant shall be solely responsible for the safety and security of its equipment including any associated costs at its own expense for securing its equipment.

2.27 Manuals and Guideline Documents

The following manuals, documents and links to the internet are anticipated to be necessary in the production of the services and deliverables for the Contract. The list is not all-inclusive, but is intended to illustrate the type of sources.

The Consultant is responsible to verify that the latest version or update is used for all services and deliverables. The Consultant is responsible for obtaining all necessary manuals, reference documents and other materials at no cost to the Authority.

- Current CHSRA Design Criteria Manual – Chapter 10 Geotechnical.
- Current CHSRA Technical Memorandum TM-2.9.1 Geotechnical Investigation Guidelines.
- Current Geotechnical Services Standards and Polices. These standards and policies are available from the Geotechnical Services website at:
<http://www.dot.ca.gov/hq/esc/geotech/>



EXHIBIT A SCOPE OF WORK

- Technical Manual for Design and Construction of Road Tunnels – Civil Elements, FHWA-NHI-09-010.
- “Foundation Report Preparation for Bridge Foundations”, or referred to as, “Foundation Guidelines” which is available at:
http://www.dot.ca.gov/hq/esc/geotech/requests/fr_preparation_bridge.pdf
- “Soil and Rock Logging Classification and Presentation Manual”, 2010 edition (Logging Manual), which is available at:
http://www.dot.ca.gov/hq/esc/geotech/sr_logging_manual/page/logging_manual_2010.pdf
- “Soil and Rock Logging Classification and Presentation Manual”, 2010 edition (Logging Manual), QA/QC procedures, which is available at:
http://www.dot.ca.gov/hq/esc/geotech/requests/logging_manual/MEMO_all_staff_LOTB_QMP_07012007.pdf
- Caltrans “Standard Specifications” Section 7 (Public Convenience, Public Safety) and Caltrans’ “Standard Plans”, Section 12 and “Standard Plans” T10 for shoulder closures at.
 - http://www.dot.ca.gov/hq/esc/oe/specs_html/2010_specs.html
 - <http://www.dot.ca.gov/hq/traffops/signtech/signdel/stdplans.htm>
- “Caltrans Safety Manual” available at:
<http://www.dot.ca.gov/manuals.htm>
- Version 2.0 of the CWLS Log ASCII Standard (LAS 2.0), available at:
http://www.cwls.org/docs/LAS20_Standards
- “Code of Safe Drilling Practices”, which is available at
http://www.dot.ca.gov/hq/esc/geotech/drilling_services/page/CoSDP_September2015.pdf

3 NOTICE TO PROCEED

- 3.1 The Authority will issue a Notice to Proceed (NTP) to the Consultant to commence work after the execution of the Agreement by both parties.

4 TERM

- 4.1 The term of this Agreement is three (3) years as identified in Section 2 of the Standard Agreement (STD. 213).

5 AMENDMENT



EXHIBIT A
SCOPE OF WORK

- 5.1 This Agreement may be modified by amendment with mutual consent of the parties as to scope, time, amount, and other provisions to the extent allowable by law. The amendment shall be made in accordance with GTC 610, Section 2. Amendment.
- 5.2 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and all necessary approvals have been obtained. No oral understanding or agreement not incorporated in agreement is binding on any of the parties.
- 5.3 The Consultant shall only commence work covered by an amendment after the amendment is executed and NTP has been provided by the Authority's Contract Manager.
- 5.4 There shall be no change in the Consultant's Project Manager or key members of the project team, as listed in Exhibit B, Attachment 1, without prior written approval by the Authority's Contract Manager. If the Consultant obtains approval from the Authority's Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form (to be obtained from the Contract Manager) or written request on the Consultant's letterhead, a copy of the resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.
- 5.5 This provision is in addition to the amendment requirements contained in the GTC-610. If this provision conflicts with the GTC-610, the terms of the GTC-610 control over the terms of this clause.



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1 BUDGET CONTINGENCY CLAUSE

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

2 INVOICING AND PAYMENT

- 2.1 For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to reimburse the Consultant for actual hours worked on an actual cost basis (direct hourly wage plus overhead and fee). The Consultant agrees to compensate all Subconsultants with the same payment structure. The direct actual labor rates in Exhibit B, Attachment 1 are rate caps. Actual overhead rates will be adjusted on an annual basis.
- 2.1.1 No payment shall be made in advance of services rendered.
- 2.1.2 The total amount payable by the Authority for this Agreement shall not exceed the amount on the STD. 213. It is understood and agreed that this total is the maximum amount payable to the Consultant and the actual amount of work requested by the Authority may be less.
- 2.1.3 Provide one paper original and two copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 30 calendar days after completion of each billing period or upon completion of a task to:

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

(1 original and 2 copies)

AND



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

2.2 Applicable Fees and Escalation

- 2.2.1 The following is the fee structure for the Consultant and Subconsultants: Fixed fee of [XX] percent for Consultant and Subconsultants for the life of the Agreement.
- 2.2.2 An escalation rate is set each Fiscal Year (starting July 1), with the March (updated around April 30 annually) rate published on the latest Employment Cost Index (ECI) data published by the Bureau of Labor Statistics, Table 9. WAGES AND SALARIES: Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry, the category of Professional, Scientific, and Technical Services. A copy of the latest ECI can be found at <http://www.bls.gov/news.release/eci.t09.htm>.
- 2.2.3 The escalation rate is capped at [XX] percent, even if the ECI rate is higher for the Fiscal Year.

3 INVOICE 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 at the address listed in Section 2.1.3 of this Exhibit.
- 3.2 An invoice 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 actual loaded hourly labor rates by individual, inclusive of fees (hourly rate, fringe, indirect/overhead, general and administrative, fee, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
 - 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. Subconsultant and vendor invoices shall also indicate whether a Subconsultant or vendor is 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.



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 3.2.6 Receipts for travel, including departure and return times.
- 3.2.7 By Work Plan category or task (as specified in Exhibit B, Attachment 1 and by reference to Task Orders, when applicable): cumulative amounts, budgeted per Agreement, billed to date, current billing, and balance of funds.
- 3.2.8 A documentation to support the progress of the work performed during the billing period.
- 3.2.9 A narrative that documents the progress of the work during the billing period.
- 3.2.10 Any other deliverables due during the billing period.
- 3.2.11 Subconsultants' and vendors' invoices.

4 TRAVEL AND PER DIEM RATES

- 4.1 The Consultant shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented state employees. The Consultant must pay for travel in excess of these rates. The Consultant may obtain current rates at the following website: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- 4.2 All travel not specified in a Work Plan and/or Task Order requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Consultant's approved office location. Travel to the Consultant's approved office from other locations is not reimbursed under this Agreement unless specifically authorized.
- 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.

5 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 allowability of individual items of cost.
- 5.2 The Consultant agrees to comply with 49 C.F.R. Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments..
- 5.3 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 18, are subject to repayment by the Consultant to the Authority.



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

6 PROMPT PAYMENT ACT

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 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 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.



EXHIBIT C
GENERAL TERMS AND CONDITIONS

GTC 610

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

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

If you do not have internet access, or otherwise cannot access the GTC 610, please contact the Office of Procurement and Contracts below to receive a copy:

Contracts and Procurement Branch
(916) 324-1541
770 L Street, Suite 620 MS3
Sacramento, California 95814

For contracts with the University of California or the California State Universities, the UTC 116 will be applied in place of the GTC 610. The UTC 116 can be found at

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

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1 CONTRACT MANAGEMENT

- 1.1 The Consultant's Contract Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Consultant may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract 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 without an amendment.

2 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 Exhibit B, Attachment 1.
- 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 business 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.

All applicable Consultants shall submit monthly progress reports on small businesses (SB), including microbusinesses (MB), DBE and DVBE utilization to the Authority. The Authority and Consultants will keep a running tally of actual invoiced amounts by small businesses for work committed to them during the Agreement performance. The "Monthly SB Invoice Report Summary and Verification" will be used



EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

All Consultants 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 Veterans Code Section 999.5(d)).

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

- a. Name of each small business participating under the respective Agreement.
- b. Type of work assignment designated to each small business.
- c. The eligible dollars committed to each small business.
- d. The eligible dollars invoiced to each small business during the reporting period.
- e. The dollars invoiced to date for each small business.
- f. The dollars invoiced to the small business as a result of a change order or other cost modification.
- g. The dollars invoiced to date as a percentage of the total commitment to each small business.
- h. The tier hierarchy of each Subconsultant.
- i. 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.

2.6 Subcontracting is not allowed under this agreement.



EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

4 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 the Consultant directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Consultant.
- 4.3 Consultant agrees to include in all subcontracts and enforce the requirements of this Confidentiality Clause. This provision is intended for the benefit of the Authority.



EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5 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 (Fair Political Practices Commission's Form 700) from each employee or Subconsultant whom the Authority's Legal Department, in consultation with the Authority 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 performs the same nature and scope of work as the Consultant.

6 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 6.1 above will be decided by the Authority's Contract Officer, who may consider any written or verbal evidence submitted by the Consultant. The decision of the Contract Officer, issued in writing will be the final decision of the Authority. The final decision of 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 Contract Officer will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

7 TERMINATION

- 7.1 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.



EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 7.2 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.
- 7.3 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.
- 7.4 Consultant Claims Against this Agreement Under Early Termination: The Consultant agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Consultant of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing project files for return to the Authority as required by Section 13 of this Exhibit D .

8 NON-WAIVER

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

9 HEADINGS AND RULES OF CONSTRUCTION

- 9.1 The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.



EXHIBIT D
SPECIAL TERMS AND CONDITIONS

10 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 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 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 30 days from the date of receipt of the stop work notice.

11 NONDISCRIMINATION COMPLIANCE

- 11.1 During the performance of this Agreement, the Consultant and its Subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, , sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, , sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 11.2 The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900, *et seq.*) the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Section 11000, *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- 11.3 The Consultant shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.



EXHIBIT D SPECIAL TERMS AND CONDITIONS

- 11.4 The Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 11.5 The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12 EVALUATION OF THE CONSULTANT

- 12.1 An evaluation of the Consultant's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Consultant for comment. The evaluation, together with the comments, shall be retained by the Authority. Consultant performance evaluations may be considered in the evaluation of future solicitations.
- 12.2 Performance of the Consultant under this Agreement shall be evaluated. At the conclusion of the Agreement, the evaluation shall be prepared on Contract/Consultant Evaluation Sheet, STD. 4. A copy of any negative evaluation for agreements over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.

13 OWNERSHIP OF DATA

- 13.1 During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Consultant shall furnish the Authority all necessary copies of data.
- 13.2 "Generated data" is data that the Consultant has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the 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. "Generated data," as defined herein, shall not include proprietary data, as defined below.
- 13.3 "Proprietary data" is such data as the Consultant has identified in a satisfactory manner as being under Consultant's control prior to commencement of performance of this Agreement, and which Consultant has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary



EXHIBIT D
SPECIAL TERMS AND CONDITIONS

data" shall remain with the Consultant throughout the term of this Agreement and thereafter. The extent of the Authority access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.



EXHIBIT E ADDITIONAL PROVISIONS

1 ORDER OF PRECEDENCE

- 1.1 The Work to be 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 [DATE] which is attached hereto as Attachment 1. 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 Approved Task Orders.
 - 1.1.3 Consultant's SOQ dated [DATE].
 - 1.1.4 Request for Qualification for Geotechnical Site Investigation Services dated [DATE], RFQ No. 15-172.

2 INDEMNIFICATION

- 2.1 The following Indemnification Clause is in addition to Section 5 of Exhibit C: GTC-610.
- 2.2 Consultant agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, 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 the Consultant with regard to such third parties. Parsons Brinkerhoff, Inc. is an intended third party beneficiary of this indemnity clause.
- 2.3 The Consultant shall not be responsible for 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 ACCESS TO SITES AND RECORDS

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

4 FORCE MAJEURE



EXHIBIT E ADDITIONAL PROVISIONS

- 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:
- a) Causes beyond the control of both the Contractor and Subcontractor, and
 - b) 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 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 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.
- 5.2 The Consultant is required to maintain ongoing registration with the Department of Industrial Relations pursuant to Labor Code 1771.1 beginning at the time of Proposal (if applicable) or Agreement execution, whichever is earlier, through Agreement completion. The Authority will also notify the Department of Industrial Relations of public work construction Agreement awards via form DIR-PWC-100.



EXHIBIT E ADDITIONAL PROVISIONS

6 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 circumstances;
 - 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 circumstances; 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 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 or other work products furnished under its Agreement.
- 7.2 When a modification to a construction Agreement is required because of an error or deficiency in the services provided under this Agreement, the Authority Contract Manager (with the advice of technical personnel) shall consider the extent to which the Consultant may be reasonably liable.
- 7.3 Authority 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 Authority 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 LEGAL NOTICE

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



EXHIBIT E
ADDITIONAL PROVISIONS

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
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- 8.3 The project representatives identified in Exhibit A, Section 1.5. 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 LICENSES AND PERMITS

- 9.1 The Consultant shall be an individual or firm authorized to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law, including professional licenses and registrations, 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 that state's equivalent documentation) 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, Consultant agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- 9.4 All Subconsultants shall be licensed for the Work they are conducting if licensing would be required of the Consultant for that Work.



EXHIBIT E
ADDITIONAL PROVISIONS

10 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 Workers' Compensation Insurance

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

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 an amount not less than one million dollars (\$1,000,000) 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.

10.5 Environmental Professional Liability Insurance

Environmental Professional Liability Insurance shall be written on a form acceptable to Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. This coverage may be arranged in combination with



EXHIBIT E

ADDITIONAL PROVISIONS

Professional Liability insurance or as a stand-alone policy. The policy limit shall be no less than one million dollars (\$1,000,000) 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 sub consultants, the Policy must include work performed “by or on behalf” of the insured. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement. The cost of such insurance shall be included in Consultant’s bid. Insurance as required in this paragraph above may not exclude:

- (a) Bodily injury;
- (b) Property damage;
- (c) Pollution conditions arising out of environmental work;
- (d) Asbestos-related claims;
- (e) Testing, monitoring, measuring operations, or laboratory analyses.

10.6 Other Provisions or Requirements

10.6.1 Proof of Insurance

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

10.6.2 Duration of Coverage

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

10.6.3 Authority’s Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly



EXHIBIT E
ADDITIONAL PROVISIONS

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

10.6.4 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 A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Contract Manager.

10.6.5 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 volunteers. 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.

10.6.6 Enforcement of Agreement 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.

10.6.7 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.

10.6.8 Notice of Cancellation



EXHIBIT E ADDITIONAL PROVISIONS

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

10.6.9 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.

10.6.10 Authority's Right to Revise Specifications

The Authority reserves the right at any time during the term of the 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.

10.6.11 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.

10.6.12 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.

10.6.13 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.

10.6.14 Subcontractors/Subconsultants

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

11 COMPUTER SOFTWARE



EXHIBIT E
ADDITIONAL PROVISIONS

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

12 EQUIPMENT RENTAL AGREEMENTS

- 12.1 The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

13 OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT

- 13.1 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 Agreement funds.
- 13.2 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 Agreement funds or furnished by 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.
- 13.3 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.
- 13.4 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 (SAM Section 8600). A copy of the inventory record must be submitted to the Authority on request by the Authority.



EXHIBIT E
ADDITIONAL PROVISIONS

14 FORCED, CONVICT, AND INDENTURED LABOR

14.1 No foreign-made equipment, materials, or supplies furnished to the California High-Speed Rail Authority pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor, or abusive forms of child labor or exploitation of children in sweatshop labor. By submitting a bid to the California High-Speed Rail Authority or accepting a purchase order, the Consultant agrees to comply with this provision of the Agreement.

15 CONTINGENT FEE

15.1 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 Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the 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.

16 NON ELIGIBLE ALIEN CERTIFICATION

16.1 In accordance with 8 U.S. Code Section 1621, the Consultant certifies by execution of this Agreement, that it is not an alien who is not:

- a) a qualified alien (as defined in 8 U.S. Code Section 1641),
- b) a nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 *et seq.*], or
- c) an alien who is paroled into the United States under Section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year.

17 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

17.1 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
FEDERAL TERMS AND CONDITIONS

1 FEDERAL REQUIREMENTS

The Consultant understands that the Authority has received Federal funding from the Federal Rail 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 FRA requirements.

2 COMPLIANCE WITH FEDERAL REQUIREMENTS

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

3 FEDERAL PROCUREMENT STANDARDS

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

4 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 agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

- 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. Section 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, which exceed \$100,000, and that all such Subconsultants shall certify and disclose accordingly.

5 DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Consultant is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. Section 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;



**EXHIBIT F
FEDERAL TERMS AND CONDITIONS**

3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. Section 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. Section 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 Agreement 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 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 accomplishments and for other reasons. If any site visit is made by 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 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 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. Sections 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



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

notification to the FRA and the appropriate Environmental Protection Agency 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 extend 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. Sections 4321 *et seq.*
- 8.6 **Incorporation of Provisions:** The Consultant shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

9 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. Section 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132; and 49 U.S.C. Section 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 FRA may issue.



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

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

- i. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 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. Section 2000e note), and with any applicable federal statutes, 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 FRA may issue.
- ii. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 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 FRA may issue.
- iii. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 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. Section 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 FRA may issue.

The Consultant also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527



EXHIBIT F FEDERAL TERMS AND CONDITIONS

of the Public Health Service Act of 1912 (42 U.S.C. Section 290 dd), 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 FRA may issue.

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

10 ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the America 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 ENFORCEABILITY

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 PROHIBITION ON USE OF ARRA FUNDS

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 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. Section 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 FRA's Answers to Frequently Ask Questions (FAQ) available at, <http://www.fra.dot.gov/Page/P0391>.

Should the Consultant fail to demonstrate compliance with 49 U.S.C. Section 24405(a) and a waiver has not been granted, the Consultant must take the necessary steps in order to achieve compliance, at



**EXHIBIT F
FEDERAL TERMS AND CONDITIONS**

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 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 U.S.C. Section 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:

- i. A description of the project;
- ii. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
- iii. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
- iv. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;
- v. 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);
- vi. 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;
- vii. Citation to specific waiver categories in 49 U.S.C. Section 24405(a)(2) under which the waiver is sought;
- viii. Justification supporting the application of the waiver categories cited; and

Contact information for the responsible party.

14 ACCESS AND INSPECTION OF RECORDS

A. In accordance with ARRA Sections 902, 1514, and 1515, the Consultant agrees that it shall permit the State of California, the United States Comptroller General, the United States



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

- i. Access and reproduce any books, documents, papers and records of the Consultant that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and
 - ii. Interview any officer or employee of the Consultant or any of its Subconsultants regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- B. Pursuant to 49 C.F.R. Section 18.26(i)(11), 49 C.F.R. Section 19.26, or A-133 (whichever applicable), the Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Consultant agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Consultant shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
- C. 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. Section 552(a).

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

15 WHISTLEBLOWER PROTECTION

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

- A. Gross mismanagement of a contract relating to ARRA funds;
- B. Gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a Consultant) awarded or issued relating to ARRA funds.

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

16 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. Section 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 false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 or any other applicable law on the Consultant, to the extent the federal government deems appropriate.

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

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

17 CARGO PREFERENCE

As required by 46 C.F.R. Part 381, the Consultant agrees to the following:



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

- 17.1 To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 17.2 To furnish within 20 Working Days following the date of loading for shipments originating within the United States, or within 30 Working Days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in Part A of this section. This bill-of-lading shall be furnished to the Authority (through the Consultant in the case of a Subconsultant’s bill-of-lading) and to the Division of National Cargo and Domestic Trade, Maritime Administration, 1200 New Jersey Ave SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- 17.3 To include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

18 WAGE RATE REQUIREMENTS

Payment of prevailing wages on the Project is required by 49 U.S.C. Section 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. Section 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act (45 U.S.C. Section 151, *et seq.*) are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Consultant shall comply with the provisions of 40 U.S.C Sections 3141, *et seq.* The Consultant shall also comply with the Copeland “Anti-Kickback” Act provisions of 18 U.S.C. Section 874 and 29 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 Authority 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 sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

19 SEISMIC SAFETY

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

20 REPORTING REQUIREMENTS

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

- 20.1 The total amount of funds received by the Consultant during the time period defined in the Authority's request;
- 20.2 The amount of funds actually expended or obligated during the time period requested;
- 20.3 A detailed list of all projects or activities for which funds were expended or obligated, including:
 - i. The name of the project or activity;
 - ii. A description of the project activity;
 - iii. An evaluation of the completion status of the project or activity; and
 - iv. An estimate of the number of jobs created and/or retained by the project or activity.
- 20.4 For any contracts or subcontracts equal to or greater than \$25,000:
 - i. The name of the entity receiving the contract;
 - ii. The amount of the contract;
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
 - v. The location of the entity receiving the contract;
 - vi. The primary location of the contract, including city, state, congressional district, and county;
 - vii. The DUNS number, or name and zip code for the entity headquarters, if known;
 - viii. A unique identifier of the entity receiving the Agreement and the parent entity of Consultant, should the entity be owned by another; and



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

- ix. The names and total compensation of the five most highly compensated officers of the company if received:
- 80% or more of its annual gross revenues in Federal awards;
 - \$25,000,000 or more in annual gross revenue from Federal awards and;
 - If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986;
- 20.5 Any other information reasonably requested by the State of California or required by state or federal law or regulation.

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

21 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 developed under the Agreement, in the following terms:

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



**EXHIBIT F
FEDERAL TERMS AND CONDITIONS**

22 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 49, U.S.C., and any other statute that adopts that 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.

23 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 applicable 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.

24 PROPERTY , EQUIPMENT AND SUPPLIES

- 24.1 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, or supplies during its useful life, the Consultant agrees that the FRA may require the Consultant to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The Consultant further agrees to notify the Authority when any 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.
- 24.2 The Consultant agrees to comply with the property standards of 49 C.F.R. Sections 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued.
- 24.3 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.



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

- 24.4 The Consultant agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to the FRA, upon request, such information as may be required to assure compliance with this section.
- 24.5 The Consultant agrees that the FRA may:
- i. Require the Consultant to transfer title to any property, equipment, or supplies financed with FRA assistance, as permitted by 49 C.F.R. Sections 19.30 through 19.37 inclusive.
 - ii. Direct the disposition of property or equipment financed with FRA assistance as set forth by 49 C.F.R. Sections 19.30 through 19.37 inclusive.
- 24.6 Unless expressly authorized in writing by the Authority, the Consultant agrees to refrain from:
- i. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Authority's or the FRA's interest in any Property or equipment; or
 - ii. Obligating itself in any manner to any third party with respect to Project property or equipment.

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

25 MAINTENANCE

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

26 FLY AMERICA

The Consultant agrees to comply with 49 U.S.C. Section 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 sub-recipients of Federal funds and their Consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier 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,



**EXHIBIT F
FEDERAL TERMS AND CONDITIONS**

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.

27 RECYCLING CERTIFICATION

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

28 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 Agreement. 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.

29 EXISTING INTER-CITY RAIL



EXHIBIT F FEDERAL TERMS AND CONDITIONS

49 U.S.C. Section 24405(d) requires any entity providing intercity passenger railroad transportation on an FRA-funded project to comply with certain requirements with respect to its employees and the employees of preexisting intercity rail passenger services. The Consultant shall comply with the applicable provision of 49 U.S.C. Section 24405(d) to the extent it is or becomes a provider of intercity passenger railroad transportation. If it is not the operator or provider of the intercity passenger rail services benefitting from the Project funded under this Agreement, then it shall notify its selected operator of the requirements imposed by Section 24405(d).

30 FLOOD HAZARDS

The Consultant agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. Section 4012(a), with respect to any construction or acquisition Project.

31 PATENT RIGHTS

- 31.1 If any invention, improvement, or discovery of the Consultant or any of its third party contractors 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 contractors 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.
- 31.2 If the Consultant secures a patent with respect to any invention, improvement, or discovery of the Consultant or any of its third party contractors 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.
- 31.3 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.
- 31.4 “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.



**EXHIBIT F
FEDERAL TERMS AND CONDITIONS**

31.5 “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.

32 RIGHTS IN DATA AND COPYRIGHT

32.1 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 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.

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

- i. Except for its own internal use, the Consultant may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the FRA.
- ii. As authorized by 49 C.F.R. Section 18.34, or 49 C.F.R. Section 19.36, as applicable, the FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
 - a. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or other third party contract, irrespective of whether or not a copyright has been obtained; and
 - b. Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with federal assistance.

32.3 The FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either the FRA’s license in the copyright to the “subject data”



EXHIBIT F
FEDERAL TERMS AND CONDITIONS

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.

- 32.4 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.
- 32.5 The Consultant agrees to include the requirements of this section in its lower-tier subcontracts for planning, research, development, or demonstration under the Project.

33 SIGNAGE

The Contractor is strongly encouraged to post a sign at all fixed project locations at the most publicly accessible location and a plaque in all purchased or rehabilitated rail cars announcing that the project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act. The configuration of the signs or plaques will be consistent with guidance issued by the Office of Management and Budget and/or the Department of Transportation and approved by the FRA.



Attachment E: Cost Proposal/Rate Sheet Form

STATE OF CALIFORNIA - CALIFORNIA HIGH-SPEED RAIL AUTHORITY (1)

(2) Agreement #: HSRXX-XX
 Consultant: _____

COST PROPOSAL/RATE SHEET FORM

Date: XX/XX/XX
 Page 1 of #

HSR 210 (Rev. 01/2015)

	(3)	Fringe Benefit %	General Administrative %		Indirect Rate %
STRAIGHT		xx% +	xx% +	=	(4a) xx%
OVERTIME		xx% +	xx% +	=	(4b) xx%
			(5) FEE %		
			xx%		

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate ³	Hourly Range for Class ⁴
	Straight	Overtime	From	To			
(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)

- Costs proposed must comply with 49 CFR, Part 18.
- For all key team members, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification.
- For named employees enter the actual hourly rate.
- For classifications only, list the average and hourly rate range for that classification.



State of California - California High-Speed Rail Authority

**CONSULTANT INSTRUCTIONS FOR
DEVELOPING CONTRACT COST PROPOSAL/RATE SHEET
HSR 210 (Rev. 01/2015)**

The California High-Speed Rail Authority's Contracts and Procurement Branch (Contracts) will work directly with the Prime Consultant concerning the Agreement and the Cost Proposal/Rate Sheet. The Prime Consultant (Prime) is responsible for coordinating with their Subconsultant(s) to develop the Cost Proposal/Rate Sheet. The Prime Consultant is responsible for obtaining valid cost proposal information and/or forms from its Subconsultant(s) and submitting that information to Contracts. The Prime Consultant is required to have a designated Point of Contact to work with Contracts.

Authority Review of Cost Proposal/Rate Sheet - The Consultant's Cost Proposal/Rate Sheet will be subject to review.

- To assist Authority personnel, the Prime Consultant shall provide a contact person's name, telephone number, fax number and email address for themselves and each Subconsultant.
- For each Subconsultant the Prime shall identify the estimated total percentage(s) or dollar value of the work anticipated to be performed by the Subconsultant on Form A.
- The Consultant and its Subconsultants are required to provide supporting documentation for all proposed costs and rates.
- If a revised Cost Proposal/Rate Sheet is required of the Prime and Subconsultants as a result of audit findings or cost negotiations, the Consultant will provide a new Cost Proposal/Rate Sheet with all requested revision(s) and a revised date. The revised Cost Proposal/Rate Sheet date shall be the same for the Prime and Subconsultants and the revised date shall be on each page of the revised Cost Proposal/Rate Sheet.

Instructions for completing the Cost Proposal are enumerated on the Cost Proposal Form as follows:

1. The Prime and Subconsultant's Cost Proposal must be submitted in the format of the Cost Proposal Form (HSR 210) and Schedule of Other Direct Cost Items (HSR 211).
2. On the right hand side of the page indicate the Agreement number(s), the attachment letter, the firm's name, date prepared, and page number of numbers (i.e. 1 of 6, 2 of 6, 3 of 6, etc.).
3. In the middle, center of the page, indicate the firm's percentages for the fringe benefits and general administrative, for straight and overtime percentages, as applicable. The firm's indirect rate percentage is subject to Authority review.



4. **Indirect Rate %** - The combined percentage is the combination of the fringe benefit and general administrative, percentages for both Straight and Overtime percentages. Provide rates separately for “Straight” and Overtime”.

The indirect percentage figures for “Straight” and “Overtime” hours may remain the same if the firm’s business practice does not accumulate overhead costs separately for “Straight” and “Overtime” hours.

5. **Fee** - As a separate line item, indicate the fee percentage proposed. It should be noted that the fee percentage is subject to negotiation.
6. **Name and Classification** - For all key team members and at least one named person for each subconsultant, list the name and corresponding job classification. The job classification title should be descriptive of the function the team member will perform for the project. For all other proposed employees list the job classification. When the Consultant has a “pool” of employees that can perform the necessary tasks and may need to assign different personnel within the same classification to perform the work, identify the “hourly range for class”.

On the Cost Proposal/Rate Sheet form, note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).

7. **Loaded Hourly Billing Rate** - Under “Loaded Hourly Billing Rates” the firm will list the “Straight”, and “Overtime” rates for all named and/or unnamed classifications. To complete the “Loaded Hourly Billing Rates” section combines the applicable hourly wage rate with the combined overhead and fixed fee percentages. Below is the formula for calculating the “loaded rate” (with example figures):

Actual/Average Hourly Rate	X	Combined %	=	(A)
\$30.75		1.1234		= \$34.54455 (\$34.54)
Actual/Average Hourly Rate	+	(A)	=	(B)
\$30.75		+ \$34.54		= \$65.29
(B)	X	Fee %	=	(C)
\$65.29		X 0.05		= \$3.2645 (\$3.26)
(B)	+	(C)	=	Loaded Rate
\$65.29		+ \$3.26		= \$68.55

Overtime may be “not applicable” (N/A) for some of the classifications.

Overtime is not available for all contracts. Overtime should be “N/A” for exempt employees and with a figure for employee(s) subject to the Fair Labor Standards Act (FLSA).

8. **Effective Date of Hourly Rates** - The initial date of the “Effective Date of Hourly Rates” will be the date of the Interviews, as listed in the RFQ. The “Effective Date of Hourly Rates” should cover the performance period stated in the



Agreement. If the contract is for a three-year duration, the Consultant should list each state fiscal year on a separate line for each named individual and/or classification.

9. **Escalation for Cost of Living** - Escalation shall be in compliance with Attachment D, Exhibit B, Section 2.2.
10. **Actual Hourly Rate** - Where a specific employee is named, provide the “Actual Hourly Rate” and the effective dates of the rate.

Classification Employee(s) - Identify “Actual Hourly Rate” or the “Hourly Range for Class” rate for that classification.

11. **Other Direct Costs** - Utilizing the format of the “Schedule of Other Direct Cost Items” HSR 211 ODCs attached, indicate any anticipated “Other Direct Cost” (ODC) items, including in-house billing rates. ODC items are expenditures that are directly related to the contract/project, which are not captured in the Consultant’s Overhead Percentages. Each Consultant is responsible for billing the Authority for their ODCs at “actual” cost, without any additional markup or profit. ODCs are subject to Authority review.

- In-house billing rates are generally for those services provided by the Consultant rather than by an outside vendor. For example, a Consultant may perform all of its printing and reproduction work in-house and bill at an established per page billing rate. The established in-house billing rate should be based on actual costs incurred by the Consultant. Or, a Consultant may send out their printing and reproduction work and pay an outside vendor, in which case the rate would be “Actual” and the amounts billed supported by vendor invoice.
- If part of the contracted work is to be subcontracted, the Prime Consultant shall submit ODCs for each Subconsultant.
- Only one ODC sheet should be included with the Prime Consultant’s Cost Proposal/Rate Sheet that combines the Prime and Subconsultants ODC items. Normally, ODC items will vary from Consultant to Consultant depending on the accounting method utilized by the Consultant; the ODC items listed on the “Schedule of Other Direct Cost Items” form may vary from one Consultant to another. If an item listed on the “Schedule of Other Direct Cost Items” form is captured in the Consultant’s Overhead Percentages, the Consultant should note “not applicable” (N/A) in that section.



Form HSR 211

State of California
 California High-Speed Rail Authority
 Prime Consultant's Name
 Agreement #: HSRXX-XX

Sample

Attachment #
 Date XX/XX/XX
 Page 1 of #

(12)

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME			SUBCONSULTANT (1)			SUBCONSULTANT (2)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		

* - Explanation of any asterisk comments.
 NOTES

1. List applicable direct cost items with estimated rates for this Agreement. These rates should be supported with appropriate documentation.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items listed when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
4. Travel related costs are reimbursed in accordance to State of California travel reimbursement rates and guidelines.



Forms and Certifications

- Form A: Schedule of Subcontractor(s)/ Subconsultant(s)
- Form B: Organizational Conflicts of Interest Disclosure Statement
- Form C: Disabled Veteran Business Enterprise Declaration
- 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 & Percentage of Work	Small Business Status (Check all that apply)	Previous Year's Annual Gross Receipts		
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> < \$500K		
Street Address:						
City, State Zip:			Check all that apply Certification #	<input type="checkbox"/> \$500K-\$2 Mil		
Phone:						
Fax:						
Tax ID:						
Contact Person:					<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:						
		Age of Firm:	<input type="checkbox"/> > \$5Mil			
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> < \$500K		
Street Address:						
City, State Zip:			Check all that apply: Certification #	<input type="checkbox"/> \$500K-\$2 Mil		
Phone:						
Fax:						
Tax ID:						
Contact Person:					<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:						
		Age of Firm:	<input type="checkbox"/> > \$5Mil			
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> < \$500K		
Street Address:						
City, State Zip:			Check all that apply Certification #	<input type="checkbox"/> \$500K-\$2 Mil		
Phone:						
Fax:						
Tax ID:						
Contact Person:					<input type="checkbox"/> DBE <input type="checkbox"/> SB <input type="checkbox"/> MB <input type="checkbox"/> DVBE	<input type="checkbox"/> \$2 Mil-\$5 Mil
Email:						
		Age of Firm:	<input type="checkbox"/> > \$5Mil			

(Add rows/pages as needed)

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

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 Contractor/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/Subconsultants identified at the time of the submittal of its SOQ, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with the RFQ.



[Empty rectangular box for organizational conflicts of interest disclosure statement]



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



Form C: Disabled Veteran Business Enterprise Declaration

Please complete and submit the Disabled Veteran Business Enterprise Declaration for any DVBE participation. The form is located at <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>.



Cert. 1: Certification Regarding Miscellaneous State Requirements

Please complete and submit the CCC-307 form located at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.



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

AFFIDAVIT

STATE OF _____ §

§

§

COUNTY OF _____ §

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

(Contact Name)

is the Official Representative of

(Offeror’s Name)

the Offeror submitting the foregoing Proposal.

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

The Offeror has carefully examined all documents that form this Request for Qualification and is aware that the 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 Geotechnical Site Investigation 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 commit 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



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 HSR15-172.

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

PLEASE READ THE DIRECTIONS OF THIS CERTIFICATION CAREFULLY. DO NOT COMPLETE THE SIGNATURE BOX UNLESS YOU HAVE INITIALED PARAGRAPH No. 3.

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

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials 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. _____ We currently have, or we have had within the previous three years, business
Initials 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 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/Subconsultants, 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/Subconsultants, shall be furnished by the Contracting Officer upon request (see Cert. 6).

Signature of Person Certifying

Printed Name

Title

Date

**Organization Name,
Address, and Telephone**



Cert. 6: Subcontractor/Subconsultant 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/Subconsultant) 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 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 submitting the foregoing SOQ, and that the SOQ 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 Cost Proposal of the Offeror or any other Offeror, or
- Fix any overhead, profit, or cost element, or that of any other Offeror, or
- Secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

That all statements contained in the SOQ are true.

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

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

(Offeror)



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

Signature of Affiant



Cert. 8: Equal Employment Opportunity Certification

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

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. Section 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 Geotechnical Site Investigation 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. Section 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.

