



CALIFORNIA
High-Speed Rail Authority

**Request for Qualifications for Fresno
Station, Operations Control Center and
Related Design Services**

RFQ No.: HSR16-09

October 14, 2016

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List of Forms and Certifications

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

1 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.

Any services or work performed must be consistent and/or compliant with the conditions set forth in the following documents:

1. 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.
2. California High-Speed Rail Program 2016 Business Plan (2016): http://www.hsr.ca.gov/About/Business_Plans/2016_Business_Plan.html.
3. 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 Purpose and Overview of RFQ

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

1. The Authority is issuing this RFQ to receive Statements of Qualifications (SOQs) from qualified firms (Offeror) for Fresno Station, Operations Control Center and Related Design Services (Project). The purpose of this RFQ is to award an Agreement to one successful Offeror (also referred to as Designer or Consultant) to provide professional consultant and design services for all design stages through final design, Bid Support,



Construction Administration, and Commissioning of the Fresno Station and Operational Control Center (OCC), and other related design services that are required by the Authority.

2. This qualification-based selection 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.
3. The term of the Agreement resulting from this RFQ will be six years.
4. The not-to-exceed dollar value for this Agreement is \$11 million, and shall be actual costs on a time and material basis.
5. Any services to be provided by the successful Offeror shall only be performed pursuant to a task order and/or work plan that provides a detailed description of the services to be performed, and the time for the Work to be performed (through task orders), the amount to be charged and estimates costs for time and materials for satisfactory performance.
6. A sample Scope of Work is provided in the draft contract Agreement in Attachment D, Exhibit A to give an indication of the anticipated level of effort required by the Authority to successfully complete the work.
7. 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.
8. 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.
9. 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.
10. 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).
11. The Consultant shall work in close cooperation with the Authority's program management consultant, the Rail Delivery Partner (RDP).
12. For each task order and/or work plan, 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 work plans are established.
13. Negotiations shall be held with the top ranked Offeror.
14. 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 http://www.hsr.ca.gov/About/Doing_Business_with_HSR/contracts_for_bid. All questions regarding this RFQ must be submitted in writing to the individual identified in Section 3.1 of this RFQ by the date and time listed in Table 1 in Section 0. Responses to questions submitted will be posted on the State's Contract Register for the benefit of all Offerors.



2.1 Project Summary

The Project generally consists of developing design and construction documents for two facilities:

1. Passenger Station:
 - a. Passenger embark and disembark and connectivity to other transportation options.
 - b. Passenger information, ticketing, security.
 - c. Rail operations support: spaces for train operators staff, cleaners etc.
2. High-Speed Rail Operations Control Center:
 - a. All operations for the HSR will be managed from this facility including central control, incident command, and systems operation.
 - b. It is a mission critical facility for rail operations and will require additional security and redundancy measures.
3. The Designer will need to integrate their work with design and construction activities by others.
4. The two facilities shall be managed, designed, and documented as two separate projects.

2.2 The Scope of Work

The Scope of Work generally consist of the following Tasks and Activities required to manage the project, identify the design scope of work, develop a design solution, and develop the documents required to obtain approvals, bid, and construct the facility(s):

Task 1 - Contract Administration:

Develop a management plan to document how the Consultant will ensure they meet the requirements, goals, and objectives of the Authority.

Activity 1 - Prepare a Project Management Plan:

Develop an integrated project management approach documenting how the project will be planned, executed, monitored and controlled, and closed.

Activity 2 - Prepare a Building Information Modeling (BIM) and Asset Management Plan:

Develop a Building Information Modeling and Asset Management Plan defining how the building data will be developed, organized, and managed.

Activity 3 - Prepare a Sustainability Management Plan:

Develop a Sustainability Management Plan defining how the project will meet requirements, goals, and objectives for high performing, zero net energy (ZNE), and LEED Platinum facilities.

Task 2 - Pre-Design Services:

Collect and analyze information about the site(s) and the Program to develop three initial concepts for the Authority to review and approve.

Activity 1 - Site(s) Investigation:

Investigate, identify, and document all existing conditions of the site(s) and surrounding areas as required and at a sufficient level to allow for the Consultant to engage with the Authority and Stakeholders in developing the Project.



Activity 2 - Site(s) Analysis Programming:

Programming defines opportunities to efficiently develop the site(s) and integrate it with the surrounding community and define constraints that limit the site(s) or create risks for the delivery of the facility(s).

Activity 3 - Facility(s) Programming:

Develop the Owners Project Requirements (OPR) addressing performance criteria and the facility(s) space programs, and prepare three preliminary design concepts for the site(s) and facility(s).

Activity 4 - Cost Estimate:

Prepare a cost estimate for the Consultants preferred Preliminary Design Concept.

Activity 5 - Schedule:

Prepare a construction schedule that identifies the sequencing of the facility(s) systems.

Task 3 - Design Services:

Prepare the Design Documents required to define, obtain regulatory approvals, bid, and construct the facility(s).

Activity 1 - Schematic Design:

Develop an approved Preliminary Design Concept further to illustrate relationships of spaces, initial building(s) systems descriptions, and the integration of the facilities to the site(s) and rail infrastructure.

Activity 2 - Design Development:

Develop the Schematic Design to further clarify the spatial relationships and finalize the building(s) systems descriptions.

Activity 3 - 50 percent Construction Documents:

Develop the documents required to successfully obtain regulatory approvals, bid, and build the facility(s).

Activity 4 - 100 percent Construction Documents:

Complete all documents required to successfully construct the facilities.

Activity 5 - Regulatory Approvals:

Prepare all required documents required to submit for obtain regulatory approvals, manage the process, and make all required revisions to the work to satisfy the regulatory agencies.

Activity 6 - Ready to Bid:

Incorporate approved revisions and obtain regulatory approvals in accordance with State, federal and Authority requirements into a Ready to Bid (RTB) package as required in the resulting contract.

Task 4 - Bid Support:

Consultant shall assist the Authority during the procurement process in order to procure a construction Contractor.

Activity 1 - Design Support:

Respond to Bidder's Inquiries, assist in preparation of Addendums, and support Authority in addressing issues regarding the design and bidding.



Activity 2 - Meetings:

Lead Pre-Bid and site(s) visit, participate in procurement work and other meetings as required with Authority and Bidders.

Activity 3 - As Bid Documents:

Incorporate all design corrections and clarifications issued during Bid Phase into the Design Documents and BIM.

Task 5 - Construction Administration Support:

Support the Authority to ensure the project is constructed in accordance with the contract documents and regulatory requirements.

Activity 1 - Request for Information (RFI) Responses:

Prepare responses as required.

Activity 2 - Submittal Review:

Support PCM and Authority with submittal review.

Activity 3 - Site(s) Observation:

Visit the site(s) to attend on-site(s) meetings and/or to view construction as required to support the Authority, the PCM, and the Contractor in addressing design issues.

Activity 4 - Shell and Core Substantial Completion Evaluation:

Visit the site(s) to inspect the work for defects and/or incomplete items that require correction by the Contractor prior to the Authority's acceptance of the facilities.

Task 6 - Commissioning Support:

At the completion of construction for the Shell and Core and again at the end of the Operators Integration Fit-out, the Consultant shall provide support for commissioning activities.

Activity 1 - Shell and Core Commissioning:

All building(s) systems and the building(s) envelope.

Activity 2 - Integrated Facility(s) Commissioning:

Fixtures, furnishings, equipment, operational interfaces i.e. paging, AV, wayfinding, etc.

Activity 3 - Project Close Out:

Complete all remaining work documentation and support Contractor in preparation of As-Built Documents.

Task 7 - Other Services:

The Authority may require the Consultant to provide similar design services at other station locations.



2.3 Background for the RFQ

This RFQ solicits SOQs for a Project in the Silicon Valley to Central Valley Line segment of the California High-Speed Rail System. The focus of this scope of work will be the completion of the station design for Fresno Station and the OCC and other related services. The Authority encourages innovation and design excellence as well as the development of creative approaches, methodologies, and solutions with applications broader than the single station. In responding to the RFQ, the Offeror shall explain its vision for the Work and how it intends to accomplish these goals.

Exhibit A of the draft contract Agreement in Attachment D of this RFQ represents the full scope of work that the selected Consultant may be called upon to deliver during the course of the contract. Depending on the status and development of the Silicon Valley to Central Valley Line 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 anticipated percentage of hours budgeted over the duration of the task order.



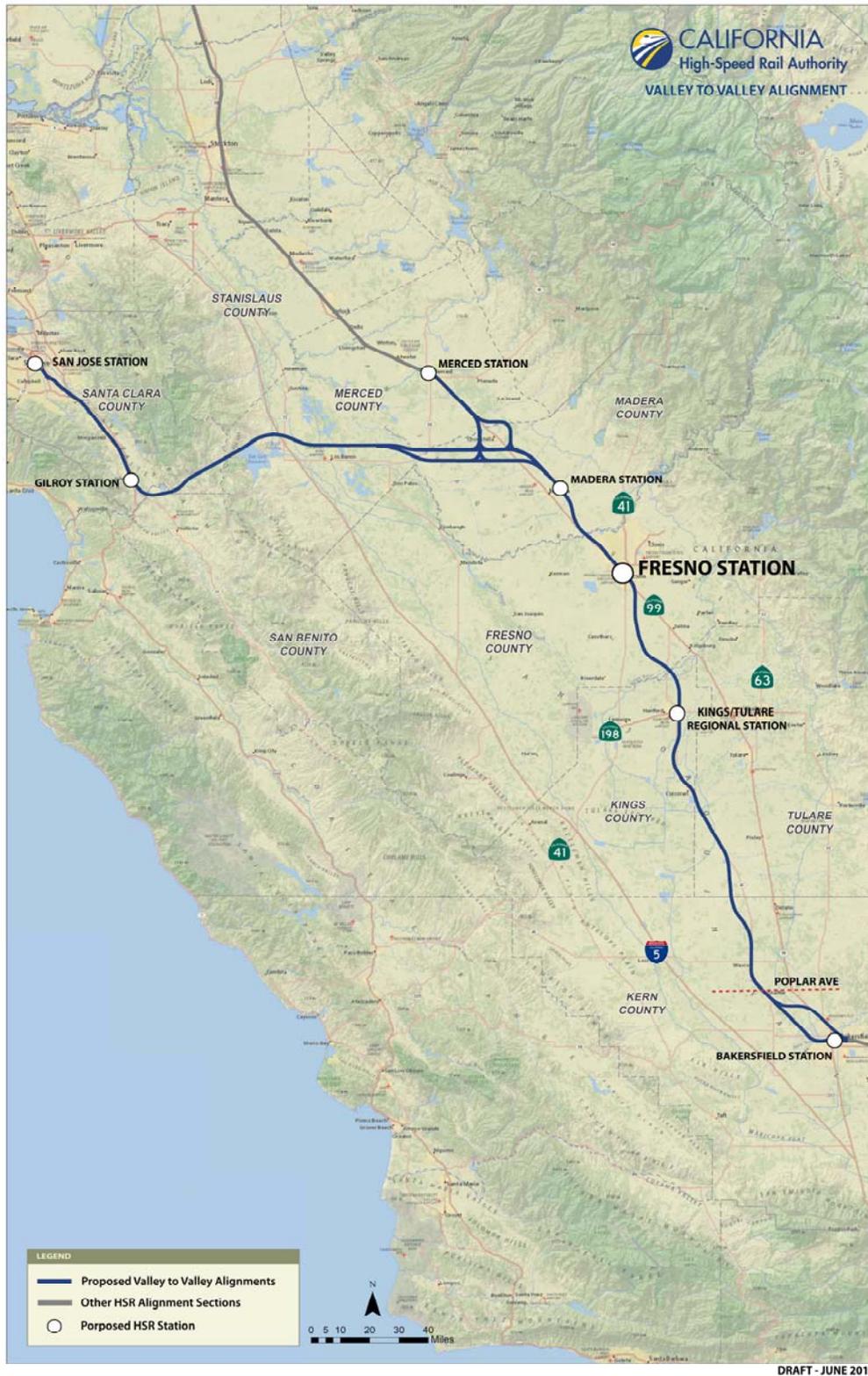


Figure 1: RFQ Section Map



2.4 Definitions

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

Agreement – The contract between the Authority and the successful Offeror executed as a result of this procurement.

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>.

Commercially Useful Function – In collective consideration of CUF standards set forth by Government Code 14837, California Code of Regulations § 1896.4(h), Military and Veteran Code 999(b) (5) and 49 CFR Part 26.55 (c)-(d), the Authority will uniformly apply CUF Best Practices standards. A SB, DBE, DVBE, or MB is deemed to perform a CUF if the business meets the following CUF standards:

1. Performs a CUF when a SB/MB/DBE/DVBE is responsible for the execution of a distinct element of work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
2. Performs work that is normal for its business services and functions.
3. Be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.
4. A SB/MB/DBE/DVBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB/MB/DBE/DVBE participation.
5. A SB/MB/DVBE does not perform a CUF if it subcontracts a greater portion of the work than would be expected by normal industry practices. A DBE does not perform a CUF if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.

Construction Package 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 – 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 – 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 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.

Disabled Veteran Business Enterprise – A for-profit business concern that is at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability as established in Military and Veterans Code section 999. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.

Disadvantaged Business Enterprise – A for-profit business concern that is at least 51 percent owned by one of more individuals who are both socially and economically disadvantaged. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially economically disadvantaged individuals who own it and has been certified as Disadvantaged in accordance with 49 C.F.R. Part 26. The Authority recognizes DBE certifications issued by the California Unified Certification Program and the 8(a) Disadvantaged Business certification from the U.S. Small Business Administration.

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 \$3.5 million 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.



Operations Control Center – The facility from which all California High-Speed Rail railroad operations and maintenance functions will be coordinated and dispatched.

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

Project – Final design of the Fresno Station and related services as described herein.

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.

Shell and Core – Components of the facility including the building structure, envelope, and common areas (vertical circulation, public spaces, physical plant support spaces).

Small Business – A Small Business is independently owned and operated with its principal office located in California, and with owners living in California, has grossed \$14 million or less over the previous three tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services.

State – The State of California.

Subcontractor/Subconsultant – Defined as follows:

1. 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
2. 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 of the tasks required under the Agreement resulting from this RFQ.

2.5 Acronyms

ABA	Architectural Barriers Act
ADA	Americans with Disabilities Act
AIA	American Institute of Architects
ARRA	American Recovery and Reinvestment Act of 2009
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASTM	American Society of Testing and Materials
BIM	Building Information Management
CALGreen	California Green Buildings Standards Code
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act of 1970
CFD	Computational Fluid Dynamics Modeling
CO	Change Order



COBie	Construction-Operations Building Information Exchange
CP 1	Construction Package 1
CP 2-3	Construction Package 2-3
CP 4	Construction Package 4
CSI	Construction Specifications Institute
CPTED	Crime Prevention Through Environmental Design
CSEP	Certified Systems Engineering Professional
CUF	Commercially Useful Function
DB	Design-Build
DBE	Disadvantaged Business Enterprise
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
FF&E	Furniture, Fixtures, and Equipment
FOIA	Freedom of Information Act
FRA	Federal Railroad Administration
ICCTA	Interstate Commerce Commission Termination Act 1995
IPD	Integrated Project Delivery
ITS	Intelligent Transportation Systems
LEED	Leadership in Energy and Environmental Design
MB	Microbusiness
MEP	Mechanical, Electrical, and Plumbing
NEPA	National Environmental Policy Act of 1969
NTE	Not to Exceed
NTP	Notice to Proceed
OCC	Operations Controls Center
OPR	Owners Project Requirements
PA	Public Address
PCM	Project and Construction Manager
PMI	Project Management Institute
RDP	Rail Delivery Partner
RFQ	Request for Qualifications
ROM	Rough Order of Magnitude
RTB	Ready to Bid
SB	Small Business
SCADA	Supervising Control and Data Acquisition
SOQ	Statement of Qualifications
SWPPP	Storm Water Pollution Prevention Plan
TVA	Threat and Vulnerability Assessment
U.S. DOT	United States Department of Transportation
USGBC	United States Green Building Council
VMS	Virtual Memory System
WBS	Work Breakdown Structure
ZNE	Zero Net Energy



INSTRUCTIONS TO OFFERORS

3 Procurement Schedule and Process

Table 1: Key RFQ Dates:

Key Dates	Activity Description
October 14, 2016	RFQ advertised
November 1, 2016	Pre-bid conference and Site Visit location: Fresno. Exact Date and Location TBA (The pre-bid conference is not mandatory.)
November 4, 2016	Last day to submit written questions
November 10, 2016	Authority to Post Responses to Offeror Questions
December 1, 2016	SOQs due to Authority's office by 12:00 PM Pacific Time
December 9, 2016	Invitation to Discussions sent
December 15-16, 2016	Discussions with Offeror held in Sacramento
December 19, 2016	Notice of Proposed Award
January 9, 2017	Negotiation with selected Offeror
February 2017	Authority Board consideration of Agreement award (if applicable)
February 2017	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:

Andrea Mack
California High-Speed Rail Authority
 770 L Street, Suite 620 MS 3
 Sacramento, CA 95814
 Phone: (916) 403-6925
 Fax: (916) 322-0827
 Email: Andrea.Mack@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 Authority 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 shall belong exclusively to the State of California. 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:

1. 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.
2. Offerors shall correspond with the Authority regarding the RFQ only through the Authority's Designated Point of Contact (see Section 3.1)
3. 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.
4. The Offerors shall not contact the entities listed below, including any employees, representatives, and members regarding this RFQ:
 - a. Federal Railroad Administration (FRA)



- b. California State Transportation Agency (CalSTA)
 - c. California Department of Transportation (Caltrans)
 - d. California Department of General Services (DGS)
 - e. California High-Speed Rail Authority (except as provided in this RFQ)
5. 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.
 6. Any communication determined to be improper, at the sole discretion of the Authority, may result in disqualification.
 7. 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:

1. 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;
2. An unfair competitive advantage for any Offeror submitting an SOQ on an Authority procurement; or
3. 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. 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 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: Andrea Mack California High-Speed Rail Authority 770 L Street, Suite 620 Sacramento, CA 95814</p>	<p style="text-align: center;">Attention: Andrea Mack 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.: HSR 16-09

California High-Speed Rail Authority
Fresno Station, Operations Control Center, and Related Design Services 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 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 deadline. Modifications offered in any other manner will not be considered.

STATEMENT OF QUALIFICATIONS

5 Statement of Qualifications Requirements

SOQs submitted in response to this RFQ shall include one original and six hard copies in separate 3-ring binders contained in a sealed shipping package. The original must be clearly marked "Original" on its face and spine, and each copy must be marked with the Offeror's name and numbered 1 through 6 on their spines. Each Offeror shall include one electronic version of its SOQ in a searchable .pdf format on a CD or DVD. The .pdf should not be password protected. SOQs must be received no later than the date and time listed in Table 1 in Section 3 and 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:

1. 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 based on their size, i.e. 11" x 17" shall be counted as two pages per side.
2. Pages should be numbered to show the page numbers and total number of pages in the response (e.g., Page 1 of 25, Page 2 of 25, etc.). Pages should be numbered at the bottom of the page.



3. The SOQ shall be no more than 25 pages in length, exclusive of the transmittal letter and resumes as required by Section 5.4.2.1, references as required by Section 5.4.1.1, and the Forms and Certifications.
4. Brochures, extraneous publications such as published articles, directories, lengthy client lists, and miscellaneous materials not specifically requested will not be evaluated.
5. Unless otherwise provided, all names and applicable titles shall be typed or printed below the signatures.
6. Forms A-C and Certification Nos. 1-10 must be signed and included. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response.
7. The SOQ shall be divided into sections as described below:
 - a. 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.
 - b. The index tab should have the appropriate section number typed thereon.
 - c. At a minimum, the items described in Section 5 shall be addressed.
 - d. 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. All Forms and Certifications shall be manually signed and included as attachments in the Transmittal Letter section. Neither the Transmittal Letter nor the Forms and Certifications will be included in the page count.

The Transmittal Letter shall include the following:

1. The Offeror must 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 shall identify the Principal-in-Charge for the Offeror team, who shall have the experience below, indicated through a resume attached to the Transmittal Letter. This individual is not intended to be responsible for day-to-day activities.
 - a. Licensed Architect or Professional Engineer: Required
 - b. Minimum of 20 years of experience: Required
 - c. Rail transportation experience: Required
 - d. High-speed rail station experience: Preferred
 - e. Sustainability accreditation: Preferred
 - f. BIM and 3D modeling management experience: Preferred
 - g. Integrated Process Design (IPD) experience: Preferred
 - h. Negotiation and Signature Authority for Offeror and all Subconsultants: Required



3. The Offeror must identify the Offeror's Contract Manager assigned to manage any contract awarded pursuant to this RFQ. This individual is intended to be responsible for day-to-day contract monitoring activities.
4. The Offeror must provide resumes for the Key Personnel. Resumes shall be attached to the Transmittal Letter.
5. 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.
6. 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.
7. 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). Contact information for the references should be attached to the Transmittal Letter, and all other information related to the references shall be included in the body of the Technical Proposal as required in Section 5.4.1.1.
8. The Offeror must provide the Transmittal Letter with all required Forms and Certifications.
9. 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 Authority's headquarters is located in the Sacramento area and that they are willing to work as required at the locations determined by the work schedule, as required by Section 5.4.2.2 of this RFQ.
4. At least one (1) person responsible for the direction and control of the Project Agreement shall be a California licensed Professional Engineer (PE) or a California licensed Professional Architect (RA) by the time the Agreement is executed, as required by law and Section 5.4.2.2 of this RFQ. Additional requirements are listed in Sections 5.4.2.1 and 5.4.2.2 of this RFQ.



5.3 Executive Summary

Offerors may include an Executive Summary, preferably not exceeding three pages, stating key points of their SOQ which they believe highlight their qualifications to provide the 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 it will count against 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 Project team with a proven track record of successfully providing rail station design services on similar projects. The Offeror must demonstrate extensive knowledge and direct experience with rail station area site planning, programming, station design, bid phase support, construction contract administration, and stakeholder coordination. Describe how the past projects identified provide the experience preferred in this RFQ. Provide examples of cost saving methodologies utilized on past assignments.

Offeror shall demonstrate in its SOQ past experience with the successful delivery of past projects of similar scope and complexity, as well as experience with design-bid-build delivery methods, including examples of how contract schedule deadlines and budgets were met. The Offeror should highlight its experience with the following:

1. Project Management including:
 - a. Integrated Project Delivery (IPD) Management
 - b. Scope
 - c. Schedule
 - d. Cost
 - e. Quality
 - f. Human Resources
 - g. Communications
 - h. Risk
 - i. Procurement support
 - j. Stakeholder Management
2. Passenger rail guideway, infrastructure, and related facility design, with high-speed rail experience desirable.
3. Freight and passenger rail, and transit operations in California.
4. Integration of design work with previously completed environmental analysis and impact determinations.
5. Station facilities and area land use planning.
6. Civil engineering planning, coordination, and design.



7. Operations Command and Control (OCC) facilities architecture, operations, planning, coordination, and design.
8. Station facilities architecture, operations, planning, and design Intermodal transportation planning.
9. Structural, seismic and geotechnical/geohazard planning, coordination, and integration.
10. Mechanical, Electrical, Plumbing, Fire Protection, Information Communications Technologies planning, coordination, and integration.
11. High-Performance Buildings, ZNE facilities, LEED certification, and CALGreen Code compliance.

5.4.1.1 References

Provide names, addresses, and telephone numbers for at least three clients for whom the Offeror (i.e. the prime consultant, the joint venture, or each individual prime member of the joint venture submitting an SOQ) has performed work on rail stations and ancillary facilities, preferably high-speed rail; other passenger transportation facilities; or similar facilities. Contact information for the references should be attached to the transmittal letter; 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:

1. If a single entity is the prime consultant submitting the SOQ, the references shall be submitted for the prime consultant.
2. 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.
3. 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:

1. The name of the client;
2. The title of the project or assignment;
3. Current contact phone numbers and email addresses for the client;
4. The scope of the project or assignment;
5. The name of each proposed service team member working on the project or assignment;
6. The date of service of the project or assignment;
7. A summary statement for each project or assignment; and
8. Examples of innovative approaches that contributed to project or assignment quality and/or cost or schedule savings.

5.4.2 Organization and Key Personnel

The Authority intends to contract with a Project team with experienced personnel in key roles to successfully oversee the required technical capabilities and with the organizational and staffing capacity required to successfully provide Project. The Offeror's organization and management approach will be evaluated on the extent to which it includes and describes all pertinent



disciplines required to successfully complete the Work. Offerors shall provide sufficient information to enable the Authority to understand and evaluate the Offeror's organization and management approach. The Offeror shall also demonstrate that it is an integrated team with awareness and understanding of the design process.

Discuss the following:

1. Describe the composition of the Project team, and how activities are assigned.
2. Discuss how mobilization will be accomplished.
3. Submit an organization chart indicating specific personnel nominations for primary and technical support positions.
4. 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.
5. Describe the specific project deliverables that will 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 Project 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 Authority's headquarters is located in the Sacramento area and that they are willing to work as required at the locations determined by the work schedule, as required by Section 5.4.2.2 of this RFQ.

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 Project Agreement, shall be a California registered professional engineer or licensed architect by the time the Agreement is executed. The Project team shall include LEED accredited architects and engineers with substantial experience designing rail transit facilities.

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.

At least two (2) of the Key Personnel individuals shall have required experience in delivering high-performance buildings, including ZNE buildings and management of projects.

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



- a. CA Licensed Architect or Professional Engineer: Required
 - b. PMI Project Management Professional (PMP) or recognized equivalent: Required
 - c. Minimum of 15 years of experience as a PE or LA: Required
 - d. Rail transportation experience: Required
 - e. High-speed rail station experience: Preferred
 - f. Sustainability accreditation: Preferred
 - g. BIM and 3D modeling management experience: Required
 - h. IPD experience: Preferred
 - i. Cost, schedule, management, and other relevant software experience: Required
2. Architectural Design Principal
- a. CA Licensed Architect: Required
 - b. Minimum of 15 years of experience: Required
 - c. Rail transportation project experience: Required
 - d. OCC facility experience: Required
 - e. High-speed rail station experience: Preferred
 - f. Sustainability accreditation, LEED AP: Required
 - g. BIM and 3D modeling experience: Required
 - h. IPD experience: Preferred
3. Discipline specific Engineering Professionals for core systems (Structural, Civil, Geotechnical, Mechanical, Electrical, Plumbing, Fire Protection, Information Communication Technologies, etc.)
- a. CA Licensed Professional Engineer in relevant discipline: Required
 - b. Minimum 15 years of experience: Required
 - c. High-speed rail or other rail transportation project experience: Preferred
 - d. Sustainability accreditation, LEED AP: Required
 - e. High Performance and/or ZNE Facilities: Required
 - f. BIM and 3D modeling management experience: Required
 - g. IPD experience: Preferred
 - h. Specialized engineering software: Required
4. Sustainability Specialist
- a. Sustainability accreditation, LEED AP: Required
 - b. Minimum of 10 years of experience: Required
 - c. High performance facility experience: Required
 - d. ZNE facilities experience: Required
 - e. Living Building Challenge reporting systems experience: Required
 - f. USGBC LEED reporting systems experience: Required



- g. CALGreen Code experience: Required
- h. BIM and 3D modeling experience: Required
- i. IPD experience: Preferred

5.4.2.2 Additional Expertise

The Offeror acknowledges that the Work may require a variety of tasks where the following specialized expertise would be required. Resumes and identification of specific individuals for such specialized Work is not required as part of the SOQ. As task orders are issued by the Authority, the selected Consultant will be required to submit resumes for such individuals, which will be subject to approval by the Authority. Additional expertise may include:

1. BIM Manager
 - a. Minimum of 10 years of experience: Required
 - b. Experience managing and delivering projects utilizing BIM processes: Required
 - c. Knowledge and experience with National CAD Standard, National BIM Standard, Uniform Drawing System, Building component classifications systems i.e. Unifomat, CoBie, BOMA: Required
 - d. Model visualization, coordination, clash detection, and quantity surveying software experience: Required
2. Quality Manager
 - a. Certified Manager Quality and Organizational Excellence and Certified Quality Auditor: Required
 - b. Minimum of 15 years of experience in a quality management position: Required
3. Project Controls Manager
 - a. PMI Project Management Professional (PMP), Program Management Professional (PgMP) or other internationally recognized certification: Required
 - b. Minimum of 15 years of experience in a lead project controls and management system: Required
4. Project controls methodologies and software experience including Primavera P6, and Excel: Required
5. Cost Estimator
 - a. Council of Engineering and Scientific Specialty Boards Association for the Advancement of Cost Engineering (AACE) Cost Professional (CCP), Certified Estimating Professional (CEP), American Society of Professional Estimators (ASPE) Certified Professional Engineer (CPE) or other internationally recognized certification/accreditation program: Required
 - b. Minimum of 15 years of experience with quantity surveying and cost estimation: Required
 - c. Knowledge of specialized engineering software: Required
 - d. Integrated Process Design (IPD) experience: Required
 - e. Experience interfacing with BIM and 3D models: Required



6. Value Engineer
 - a. Society of American Value Engineers (SAVE) Certified Value Specialist (CVS): Required
7. Landscape Architects
 - a. CA licensed: Required
8. Transportation Planners
9. Parking Planners
10. Graphic Designers
11. Interior Designers
12. Acoustical Engineers
13. Lighting Designers
14. Seismic Engineers
15. Rail Engineers
16. Rail Operations Consultants
17. Pedestrian movement modeling
18. Life Safety Consultants
19. Fire and Smoke Modeling Consultants
20. Vertical Circulation Consultants
21. Retail Consultants
22. Envelope Consultants
23. Accessibility Consultants
24. Security Consultants
25. Hardware Consultants
26. Climate Consultants
27. Materials Consultants
28. ICT Systems Integrators
 - a. BICSI Certified: Preferred
29. Construction Management Specialists
30. Arts Consultant
31. Renewable Energy Consultants
32. Independent Technical Reviewers
33. Historical Preservation
34. Archeological Preservation

5.4.3 Understanding of Project Elements and Requirements

The Authority intends to contract with a Project team with a strong understanding of the Project and/or scope of work described in the draft contract Agreement, in Attachment D, Exhibit A, and



the requirements for its successful management. A detailed discussion of the understanding of the project elements and project requirements should be provided to communicate the process, coordination, and management to be employed to ensure implementation of the Offeror's approach, especially the successful management of Task Orders.

Information provided in this section of the SOQ will be used to evaluate the Offeror's in-depth, working knowledge of design of high-speed rail infrastructure, stations, and related facilities. Discuss in general Offeror's understanding concerning the expected work elements based on the tasks described in Attachment D, Exhibit A. Describe generally Offeror's expectations regarding what can be achieved and how your team's past experiences relate to your ability to accomplish project requirements, including your ability to meet the specified contract schedule and sustainability performance. The description shall include evidence that the Offeror has the capability to carry out the Project for this project with innovation and autonomy.

The Offeror shall provide a narrative that details how the tasks identified in Attachment D, Exhibit A will be accomplished.

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

5.4.4 Small Business Participation

The Authority's Small and Disadvantaged Business Enterprise Program, August 2012 (SB 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's SB Program establishes a 30 percent Small Business (SB) utilization goal, which is inclusive of a 10 percent Disadvantaged Business Enterprise (DBE) goal and a three percent Disabled Veteran Business Enterprise (DVBE) requirement for this Agreement.

Offerors are required to present within the Technical Proposal a narrative describing a SB Performance Plan that shall identify firms being utilized to meet the Authority's 30 percent program goal, inclusive of the 10 percent DBE goal and three percent DVBE requirement, including the contract value and scope of work that will be used to meet these goals and how they will continue to meet these goals and requirement for the term of the Agreement. The narrative shall also include a description of the approach and processes to be utilized to ensure that the Authority's SB goals continue to be met throughout the term of the Agreement. The SB performance plan will be scored as a component of the requirements for the Technical Proposal.

Offerors shall meet the three (3) percent DVBE requirement. Offerors shall clearly identify firms being utilized to meet the SB/DBE Program goals and requirement, 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 Program requirements, including, but not limited to, SB utilization reporting, substitution/termination processes, and other performance related factors as identified in the Authority's SB Program. The Offeror should refer to the Authority's SB Program and the Prompt Payment Act provisions that will apply to any contract resulting from this procurement.

Each listed certified SB, MB, DBE, and DVBE must perform a Commercially Useful Function in the performance of the Agreement as defined in Government Code section 14837(d)(4) and the Authority SB Program.



The SB Program will be incorporated by reference into any contract resulting from this procurement. The Offeror is advised to read and become familiar with the SB Program, 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 Evaluation and Negotiation

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

6.1 Statement of Qualifications Review

The Authority shall review and evaluate each SOQ to determine if it meets the requirements contained in Section 5 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.

6.2 Statement of Qualifications

The Authority will evaluate and score the SOQs that meet the RFQ requirements. The evaluation of SOQs will be based on the criteria described in Section 0 and in Attachment B.

6.3 Offeror Minimum Qualifications

The Offeror must submit all of the required information as described in Attachment A. 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.

6.4 Discussions Evaluation

Following the evaluation of SOQs, the Authority will invite selected Offerors to participate in Discussions. Discussions with the Evaluation 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.

6.5 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 percent) plus total weighted Discussion score (40 percent), 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 as follows:

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

6.6 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 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 for the selected Offeror and all proposed Subconsultants. In addition, the Offeror must submit the following information for each firm:

1. 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.
2. Current overhead supporting documentation is to include:
 - a. A cognizant rate approval letter, if available, or
 - b. Audited Schedule of Indirect Costs, if available, or
 - c. Internally prepared Schedule of Indirect Costs. Supporting documentation will be requested by the Authority directly from each firm.
3. 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.

6.7 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 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 Protest Procedures

7.1 Applicability

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

1. Allegations that the terms of the RFQ are ambiguous, contrary to legal requirements applicable to the procurement, or exceed Authority's authority;
2. A determination as to whether a SOQ is responsive to the requirements of the RFQ or the SOQ does not meet all Minimum Qualifications;
3. Invitations to discussions; and
4. Final selection.



7.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 7.1(1) 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.

7.3 Deadlines for Protests

Protests concerning the issues described in Section 7.1(1) must be filed as soon as the basis for the protest is known, but no later than 10 days prior to the SOQ Due Date. If the protest relates to an addendum to the RFQ, the protest must be filed no later than 5 Business Days after the addendum is issued. The failure of an Offeror to file a protest concerning the issues described in Section 7.1(1) within the applicable period shall preclude consideration of those issues in any protest concerning the issues described in Section 7.1(1).

Protests concerning the issues described in Section 7.1(2) must be filed no later than five Business Days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 7.1(3) must be filed no later than five Business Days after the earliest of the invitations to discussions and the public announcement thereof.

Protests concerning the issues described in 7.1(4) must be filed no later than five Business Days after the Notice of Proposed Award is posted.

7.4 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 provide 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.

7.5 Filing of Protest

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

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



7.6 Burden of Proof

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

7.7 Decision on Protest

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

7.8 Limitation on the Authority's Liability

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



ATTACHMENTS

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



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 in Section 0?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Did the SOQ include one original and six hard copies in separate 3-ring binders contained in a sealed shipping package? 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 6 on their spines?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Did the Offeror include one electronic version of their SOQ in an unprotected searchable .pdf format on a CD or DVD?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the SOQ typewritten and signed manually?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Is the SOQ no more than 25 pages in length, exclusive of the transmittal letter, resumes and references, and the Forms and Certifications?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Did the Offeror submit a Transmittal Letter with the following information? a. Proof of valid and appropriate licensure as qualified to do business in the State of California; b. Identification of a Principal-in-Charge; c. Identification of a Contract Manager; d. Resumes for all identified Key Personnel; e. All necessary information and forms required showing proof of small business participation; f. Affirmation that Offeror has or is able to obtain the required insurance, specified in the Sample Agreement in Attachment D of this RFQ; g. References for the firm as required in Section 5.4.1.1; and h. Affirmation that Offeror has not been terminated from another contract for default or has not received a civil judgment or criminal conviction in the past five years.	<input type="checkbox"/>	<input type="checkbox"/>
7.	Is at least one person responsible for direction and control of the Work a licensed California Architect or Professional Engineer?	<input type="checkbox"/>	<input type="checkbox"/>
8.	Have all Key Personnel submitted a signed statement attached to the Transmittal Letter indicating that they understand the Authority's headquarters is located in the Sacramento area and that they are willing to work as required at the locations determined by the work schedule, as required by Section 5.4.2.2 of this RFQ?	<input type="checkbox"/>	<input type="checkbox"/>
9.	Did the Offeror achieve at least three percent DVBE participation through its submittals on Forms A and C?	<input type="checkbox"/>	<input type="checkbox"/>
12.	Form A: Schedule of Subcontractor(s)/ Subconsultant(s) (Offeror Only)	<input type="checkbox"/>	<input type="checkbox"/>
11.	Form B: Organizational Conflicts of Interest Disclosure Statement (Offeror and Subcontractor(s)/Subconsultant(s))	<input type="checkbox"/>	<input type="checkbox"/>
12.	Form C: Disabled Veteran Business Enterprise Declaration (DVBE firms)	<input type="checkbox"/>	<input type="checkbox"/>



#	Minimum Qualification	Yes	No
13.	Cert. 1: CCC-307, Certification Regarding Miscellaneous State Requirements (Offeror Only)	<input type="checkbox"/>	<input type="checkbox"/>
14.	Cert. 2: Offeror's Overall Project Small Business Goal Commitment Affidavit (Offeror Only)	<input type="checkbox"/>	<input type="checkbox"/>
15.	Cert. 3: Iran Contracting Certification (Offeror Only)	<input type="checkbox"/>	<input type="checkbox"/>
16.	Cert. 4: Darfur Contracting Act Certification (Offeror Only)	<input type="checkbox"/>	<input type="checkbox"/>
17.	Cert. 5: Major Participant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Offeror and Subcontractor(s)/ Subconsultant(s) >\$25,000)	<input type="checkbox"/>	<input type="checkbox"/>
18.	Cert. 6: Subcontractor/Subconsultant Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification (Subcontractor(s)/Subconsultant(s))	<input type="checkbox"/>	<input type="checkbox"/>
19.	Cert. 7: Non-Collusion Affidavit (Offeror)	<input type="checkbox"/>	<input type="checkbox"/>
20.	Cert. 8: Equal Employment Opportunity Certification (Offeror, Joint Venture Members and Subcontractor(s)/Subconsultant(s))	<input type="checkbox"/>	<input type="checkbox"/>
21.	Cert. 9: Non-Discrimination Certification (Offeror and Subcontractor(s)/ Subconsultant(s))	<input type="checkbox"/>	<input type="checkbox"/>
22.	Cert. 10: Certification Regarding Lobbying (Offeror Only)	<input type="checkbox"/>	<input type="checkbox"/>



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

Criteria*		Maximum Score	Actual Score
1.	PAST PERFORMANCE AND EXPERIENCE a. Has the Offeror successfully delivered on past projects of similar scope and complexity?	30	
2.	ORGANIZATION AND KEY PERSONNEL a. Does the proposed project organization present a clear and logical framework? b. Does the management approach reflect an integrated team and is responsive to the RFQ requirements? c. Does it demonstrate a high level of commitment and resource availability? d. Does it address the full expanse of potential tasks in the scope? KEY PERSONNEL AND ROLES a. Are the personal qualifications and professional skills of the project manager, senior professionals and Key Personnel nominees appropriate for the roles assigned? b. Is their past experience applicable and indicative of success on this project? c. Does the project manager have sufficient authority within their organization to effectively lead and manage the project?	30	
3.	UNDERSTANDING OF PROJECT REQUIREMENTS a. Has the Offeror demonstrated a thorough knowledge of the project? b. Is there sufficient evidence of analysis to lend credibility to the commitments made? c. Has the Offeror given clear evidence through narratives and examples of prior work that it has the capability to carry out the Project for a project of this complexity and magnitude with innovation and autonomy?	30	
4.	SMALL BUSINESS PARTICIPATION a. 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 percent Weighting Factor (SOQ Score x 0.6)		60	

*NOTE: These criteria are 60 percent of the final score



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

Criteria		Maximum Score	Actual Score
1.	PRESENTATION a. Quality and appropriateness of the presentation b. Logic of the chosen speakers relative to project challenges c. Project Manager control over the team	25	
2.	PROJECT MANAGER PARTICIPATION a. Quality of presentation and responsiveness to questions b. Understanding of Project challenges and requirements c. Perceived level of involvement with SOQ structure, content and presentation plan	25	
3.	KEY STAFF PARTICIPATION a. Clear and responsive answers to questions b. Understanding of assignment challenges and requirements c. Perceived level of involvement with SOQs preparation d. Demonstration of an integrated team displaying awareness and understanding of the design process	25	
4.	UNDERSTANDING OF PROJECT a. Does Offeror convey an understanding of the critical project success factors? b. Is the Offeror able to provide evidence of successful small business utilization for this project? c. 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 percent Weighing Factor (Discussion Score x 0.4)		40	

NOTE: These criteria are 40 percent of the final score

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, including Exhibit A (Scope of Work) through Exhibit F

The Sample Agreement is attached as Attachment D to this RFQ.

The Sample Agreement is comprised of Std. 213, which can be found at <http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>, and Exhibit A through Exhibit F



ATTACHMENT D
SAMPLE AGREEMENT

EXHIBIT A: SCOPE OF WORK

1.0 BACKGROUND AND PURPOSE

- 1.1 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 220 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.
- 1.2 The Authority may enter into agreements with private and public entities for 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, Public Contract Code Sections 10335, *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 Fresno Station Design and Related Services (Project), the Authority requires Consultant to perform work as described in Section 2.0 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: Melissa DuMond	Contract Manager:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

- 1.6 The Contract Managers may be changed without amendment (as specified in Exhibit D, Section 1.0).

2.0 SCOPE OF WORK

2.1 Consultant Responsibilities

The Consultant will be performing Fresno Station Design and Related Services work under this Agreement as generally described in RFQ No. HSR 16-09, which is made a part hereof, and as made more specific by discrete work plans and budgets, including task order proposals, that are to be prepared by the Consultant, subject to refinement in consultation with Authority staff, and are

to be effective upon acceptance by the Authority Contract Manager. The Consultant shall identify a Principal-in-Charge who is ultimately responsible for performance of the Agreement.

Pursuant to specific authorization from the Authority Contract Manager, the Consultant is responsible for the providing of professional services related to Fresno Station Design and Related Services. Generally, the Scope of Work (SOW) to be provided by the Consultant under this Agreement includes:

- Develop design and construction documents for two facilities:
- Passenger Station
 - Passenger embark and debark and connectivity to other transportation options
 - Passenger information, ticketing, security
 - Rail operations support: spaces for train operators staff, cleaners etc.
- High-Speed Rail Operations Control Center
 - All operations for the HSR will be managed from this facility including central control, incident command and systems operation
 - It is a mission critical facility for rail operations and will require additional security and redundancy measures
- All required support facilities required to support the operations of the Station and the OCC. These include but are not limited to:
 - utility infrastructure
 - Parking and parking controls
- Other related services are a set aside task for other services the Authority may require
- The Designer will need to integrate their work with design and construction activities by others.
- The two facilities shall be managed, designed and documented as two separate projects on two separate sites.

Meetings with the Authority will primarily take place in the Authority's Sacramento office. In addition, individual station progress meetings may take place in various locations along the alignment, as directed by the Authority.

The Consultant will be required to develop a work plan for each task order related to Fresno Station Design and Related Services.

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

2.2 **Facilities Required**

The Fresno Station Design and Related Services Scope of Work generally consists of the following Tasks and Activities required to manage the project, identify the design scope of work, develop a design solution, and develop the documents required to bid and construct the facilities:

Task 1- Contract Administration:

Exhibit A: Scope of Work

Develop a management plan to document how the Consultant will ensure they meet the requirements, goals and objectives of the Authority.

Activity 1: Prepare a Project Management Plan:

Develop an integrated project management approach documenting how the project will be planned, executed, monitored and controlled, and closed.

Activity 2: Prepare a Building Information Modeling (BIM) and Asset Management Plan:

Develop a Building Information Modeling and Asset Management Plan defining how the building data will be developed, organized, and managed.

Activity 3: Prepare a Sustainability Management Plan:

Develop a Sustainability Management Plan defining how the project will meet requirements, goals, and objectives for high performing, zero net energy (ZNE), and LEED Platinum facilities.

Task 2- Pre-Design Services:

Collect and analyze information about the site(s) and the Program to develop three initial concepts for the Authority to review and approve.

Activity 1 - Site(s) Investigation:

Investigate, identify, and document all existing conditions of the site(s) and surrounding areas as required and at a sufficient level to allow for the Consultant to engage with the Authority and Stakeholders in developing the Project.

Activity 2 - Site(s) Analysis Programming:

Programming defines opportunities to efficiently develop the sites(s) and integrate it with the surrounding community and define constraints that limit the sites(s) or create risks for the delivery of the facility(s).

Activity 3 - Facility(s) Programming:

Develop the Owners Project Requirements (OPR) addressing performance criteria and the facility(s) space programs and prepare three preliminary design concepts for the sites(s) and facility(s).

Activity 4 - Cost Estimate:

Prepare a cost estimate for the Consultants preferred Preliminary Design Concept.

Activity 5 - Schedule:

Prepare a construction schedule that identifies the sequencing of the facility(s) systems.

Task 3- Design Services:

Prepare the Design Documents required to define, obtain regulatory approvals, bid, and construct the facility(s).

Activity 1 - Schematic Design:

Develop an approved Preliminary Design Concept further to illustrate relationships of spaces, initial building(s) systems descriptions and the integration of the facilities to the sites(s) and rail infrastructure.

Activity 2 - Design Development:

Develop the Schematic Design to further clarify the spatial relationships, and finalize the building(s) systems descriptions.

Activity 3 - 50 percent Construction Documents:

Develop the documents required to successfully obtain regulatory approvals, bid and build the facility(s).

Activity 4 – 50 percent Construction Documents:

Complete all documents required to successfully construct the facilities.

Activity 5 - Regulatory Approvals:

Prepare all required documents required to submit for obtain regulatory approvals, manage the process, and make all required revisions to the work to satisfy the regulatory agencies.

Activity 6 - Ready to Bid:

Incorporate approved revisions and obtain regulatory approvals in accordance with State, federal and Authority requirements into a Ready to Bid (RTB) package as required in the resulting contract.

Task 4- Bid Support:

Consultant shall assist the Authority during the procurement process to procure a construction Contractor.

Activity 1 - Design Support:

Respond to Bidder's Inquiries, assist in preparation of Addendums, and support Authority in addressing issues regarding the design and bidding

Activity 2 - Meetings:

Lead Pre-Bid and site(s) visit, participate in procurement work and other meetings as required with Authority and Bidders.

Activity 3 - As Bid Documents:

Incorporate all design corrections and clarifications issued during Bid Phase into the Design Documents and BIM.

Task 5 - Construction Administration Support:

Support the Authority to ensure the project is constructed in accordance with the contract documents and regulatory requirements.

Activity 1 - Request for Information (RFI) Responses:

Prepare responses as required

Activity 2 - Submittal Review:

Support PCM and Authority with submittal review

Activity 3 - Sites(s) Observation:

Visit the site(s) to attend on-site(s) meetings and/or to view construction as required to support the Authority, the PCM, and the Contractor in addressing design issues.

Activity 4 - Shell and Core Substantial Completion Evaluation:

Visit the site(s) to inspect the work for defects and/or incomplete items that require correction by the Contractor prior to the Authority's acceptance of the facilities.

Task 6- Commissioning Support:

At the completion of construction for the Shell and Core and again at the end of the Operators Integration Fit-out; the Consultant shall provide support for commissioning activities.

Activity 1 - Shell and Core Commissioning:

All building(s) systems and the building(s) envelope.

Activity 2 - Integrated Facility(s) Commissioning:

Fixtures, furnishings, equipment, operational interfaces i.e. paging, AV, wayfinding, etc.

Activity 3 - Project Close Out:

Complete all remaining work documentation and support Contractor in preparation of As-Built Documents.

Task 7- Other Services:

The Authority may require the Consultant to provide similar design services at other station locations.

A task order may, at the Authority's discretion, include work for all or part of any of the tasks listed below, with the remaining services eliminated or completed by others. A task order may include integration of work performed by others into a final work product to be prepared by the Consultant.

2.3 Deliverables

The Consultant will work closely with the Authority and its representatives to complete all work consistent with the Authority's overall schedule for the program. The deliverables to be provided under this Agreement may include, but are not limited to, the following deliverables listed in the WBS below.

2.4 Key Disciplines

The key disciplines to be provided under this Agreement include the following: Project Management, BIM, Hazardous Materials investigation and remediation, Surveying, Geotechnical/Geohazard, Civil Engineering, Landscape Architecture, Structural Engineering, Architecture, Interior Design, Fire protection/Life Safety, Plumbing, Mechanical Engineering, Electrical Engineering, and Information Communications Technologies (ICT).

Key aspects of the work include: scheduling, quality control, cost estimating and value engineering, urban design, station area site planning, traffic design, parking design (surface and structured), facility programming, rail station design, OCC Facilities design, specifications, Sustainability and LEED project management, ZNE design, eco-district infrastructure planning and design, retail and food service design, audio visual, signage and wayfinding, vertical circulation design (including elevators and escalators), furniture fixtures and equipment (FF&E), architectural lighting, acoustics, commissioning, and construction observation and administration.

2.5 Fresno Station Design and Related Services Team Work Breakdown Structure (WBS)

The Fresno Station Design and Related Services Consultant shall provide the following tasks as a part of the SOW under this contract:

2.5.1. Project Goals:

The purpose of this RFQ is to select a Consultant who can deliver the Scope of Work and support the Authority's program goals for the facility(s):

On Time - Meet Authority’s schedule

On Budget - Meet Authority Budget

Fit for Purpose - provide facility(s) that perform well, are easy to understand and meet needs for today and tomorrow

Sustainable High Performance Facility(s) - that are positive net energy, protect and conserve water, built with responsible materials, are healthy, accessible, and just for all occupants.

Adaptable - sites(s) and Facility(s) that will grow to meet future community development and ridership.

Resilient - durable facility(s) that will perform well over service life and adapt in response to climate change.

Iconic - facility(s) that are visually interesting and contextually appropriate.

Safe and Secure - facility(s) that minimize opportunities for crime, that respond well to incidents and minimize routine accident hazards.

2.5.2. **Project Objectives:**

The Authority will monitor and evaluate the work against the following program objectives:

Task Name	Days	Start	Finish
Procurement- Designer	156 d	6/28/16	1/31/17
Design	385 d	1/17/17	7/10/18
Task 1- Contract Administration	30 d	2/1/17	3/14/17
Authority Review and Approval	10 d	3/1/17	3/14/17
Task 2- Pre-Design Services	100 d	1/17/17	6/6/17
Authority Review and Approval	20 d	5/10/17	6/6/17
Task 3- Design Services	220 d	6/7/17	4/10/18
Task 3- Design Services Activity 1: Schematic Design	40 d	6/7/17	8/1/17
Authority Review and Approval	15 d	8/2/17	8/22/17
Task 3- Design Services Activity 2: Design Development	40 d	8/23/17	10/16/17
Authority Review and Approval	15 d	10/17/17	11/7/17
Task 3- Design Services Activity 3: 50% Construction Documents	40 d	11/8/17	1/2/18
Authority Review and Approval	15 d	1/3/18	1/23/18
Task 3- Design Services Activity 3: 100% Construction Documents	40 d	1/24/18	3/20/18
Authority Review and Approval	15 d	3/21/18	4/10/18
Task 3- Design Services Activity 4: Regulatory Approvals	45 d	4/11/18	6/12/18
Task 3- Design Services Activity 5 Bid Documents	20 d	6/13/18	7/10/18

Task Name	Days	Start	Finish
Procurement- Contractor	155 d	5/2/18	12/5/18
Construction	720 d	12/5/18	9/7/22
Construction- Shell and Core	440 d	12/5/18	8/11/21
Fit-Out and Commissioning	260 d	7/15/21	7/13/22
Fit-Out- Systems	190 d	7/15/21	4/6/22
Fit-Out Operator	90 d	3/10/22	7/13/22
Test Operations	625 d	8/11/22	1/1/25
Hazardous Material Remediation during design if required	412 d	5/9/17	12/5/18

- On-Time facility(s) must be operational by 2025 to support start of Revenue Service
 - The OCC must be constructed, fit-out, tested, and fully operational by 2021 to support start of Test Operations
 - The Station and OCC must be constructed, fit-out, tested, and fully operational by 2022 to support start of Test Operations
 - The project work delivery may be split to allow each project to proceed on different schedules
- On Budget- design not to exceed \$100 million including design, construction, fit-out, and commissioning.
 - Cost per SF is for planning purposes only- final cost per SF to be determined during Preliminary Design
 - Area for each facility and site for planning purposes- final areas to be determined during Preliminary Design

	Cost	\$ per SF	Area	Remarks
Total Cost	\$111,000,000			Total Project Cost (TPC)
• Net Construction	\$100,000,000			Maximum Authorized Construction Cost (MACC)
○ Station	\$ 80,000,000			
▪ Contingency	\$16,000,000			Construction Contingency Cost
▪ Station Facility	\$60,800,000	\$500	21,600	Station Facility Gross Area (FGFA)
▪ Station Sitework	\$3,200,000	\$50	64,000	Station Site Area
○ OCC	\$20,000,000			
▪ Contingency	\$4,000,000			
▪ OCC Facility	\$15,200,000	\$500	30,400	OCC Facility Gross Floor Area (FGFA)
▪ OCC Sitework	\$800,000	\$50	16,000	OCC Site Area
• Design	\$ 11,000,000			Design Estimate

- Fit for Purpose:
 - Programmatically complete facility(s) and site(s)
 - Constructible facility(s) within Program constraints
 - Efficient facility(s) that perform well
 - Reliable facility(s) that meet or exceed Authority's RAM requirements

- Sustainable High Performance Facilities
- Achieve USGBC LEED Platinum Certification
- Comply with CalGreen Tier 2 requirements
- Energy
 - o Achieve 105% Net Positive Energy by on-site renewable energy on a net annual basis
- Water
 - o Meet or exceed LEED and CalGreen requirements
 - o Meet current and future regulatory water consumption targets
 - o Optimize use of storm and waste water to minimize overall consumption
 - o Use Low Impact Design (LID) strategies
- Materials
 - o LEED
 - o Lifecycle Analysis
 - o Environmental Product Declarations
- Healthy:
 - Well building Standards
 - Air Quality
 - Thermal Comfort
 - Acoustical Performance
 - Lighting
- Accessible:
 - Universal Design
 - Multimodal
- Just:
 - Responsive to community and local cultures
 - Inclusive of all community members
- Adaptable:
 - Ability to adapt to meet future community development
 - Ability to accommodate growth in ridership
 - Repurpose and deconstruct at end of life
- Resilient:
 - LEED pilot credits
 - Durable facility(s) that will perform well over service life
 - Meet or exceed Design Criteria Manual Service Life requirements
 - Seismically responsive
 - Vibration mitigation
 - Adapt and respond to climate change- CalAdapt and LEED resilience pilot credits
- Iconic:
 - LBC Biophilia
 - Facility(s) that are interesting visually
 - Facility(s) that contextually appropriate
- Safe and Secure:
 - Design emphasizes crime prevention
 - Means of egress that allow for rapid and safe evacuation
 - Minimize accident hazards

2.5.3. **Task 1- Contract Administration**

Task Summary:

Prior to the start of the Pre-Design Services, the Consultant shall develop a management plan to document how they will ensure they meet the requirements, goals and objectives of the Authority. These activities are to be completed at the start of the project and on and updated on an ongoing basis as required.

The deliverables required are to be updated at the start of each new task or activity as required. Where noted, some documents shall be provided on an ad hoc, weekly, biweekly, or monthly basis as agreed with the Consultant and the Authority.

Task Goals:

Ensure the Consultant team has the appropriate resources and structures in place to successfully deliver the Scope of Work

Task Objectives:

- Prepare Management Plans
 - Management Plan Precedents

Project Management, design, and documentation processes and standards are generally aligned to:

 - Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) 5th Edition National CAD Standard
 - National BIM Standards
 - Uniform Drawing System
 - Unifomat II
 - AIA Handbook
 - CSI Manual of Practice
 - CSI MasterFormat
 - Authority Technical Memorandums

2.5.3.1. **Activity 1 - Prepare an Project Management Plan**

Activity Summary

Develop an integrated project management approach documenting how the project will be planned, executed, monitored and controlled, and closed addressing, at a minimum, the following sections:

Activities:	Deliverables:
Project Management Plan	
Develop Integrated Project Design (IPD) Management Plan that defines how the team will work internally and with the Authority and its stakeholders and the processes it will use to deliver the Scope of Work.	Integrated Project Design (IPD) Management Plan
Scope Management:	
Prepare a Scope Management Plan	Scope Management Plan
Identify key personnel, work activities and sequencing required to deliver the Work according the SOS and Schedule	Staff Diagram Work Breakdown Structure

Activities:	Deliverables:
Explain how project scope will be identified	Deliverables List
Document change control procedures	Change Control Procedures
Schedule Management	
Prepare a Schedule Management Plan	Services Schedule Management Plan
Prepare and maintain a design schedule for completion of each Task, deliverables, key meetings and major milestones.	Project baseline schedule- to be approved by Authority as an early activity
Update the schedule and submit to the Authority for review monthly.	Facility(s) Schedule Management Plan- how Consultant will prepare and manage the Facility(s) construction schedule
Cost (Consultant Services)	
Prepare a Cost Management Plan for the Services and for Design	Services Cost Management Plan
Prepare a schedule of costs to include staffing by Task, resource, rate, and other direct reimbursable costs.	Project baseline SOS Cost Report - to be approved by Authority as an early activity
Update monthly, at service milestones, and annually.	Facility(s) Cost Management Plan
Quality	
Prepare a Quality Management Plan to identify what Quality Assurance procedures will be used to ensure the work is coordinated and free of errors and what Quality Control procedures will be used to manage and document the Quality Assurance procedures	Quality Management Plan Checklists Independent Technical Reviewer (ITR) comments and adjudication reports
Prepare a BIM Execution Plan to identify how the model will be managed, coordinated, and checked for compliance	BIM clash detection reports CAD layer, level, linestyle checking reports
Human Resources (HR)	
Prepare a HR Management Plan identifying how resources will be procured, trained and managed.	HR Management Plan
Prepare a Staff Register identifying resources to be used, relevant skills, licensure, and contact information.	Staff Register
Prepare a Health, Safety and Environment Plan identifying procedures, training, hazard mitigation, and accident response procedures.	Organization Chart Health and Safety Plan
Communications	
Prepare a Communications Management Plan that identifies how communications will be controlled and recorded and how documents will be managed.	Communications Management Plan Document Controls Plan
Manage the incoming and outgoing communications	Meeting Schedules Communications log Monthly progress reports- include at a minimum:

Activities:	Deliverables:
	Schedule and progress against schedule Work Tasks and Activities started, underway and not started Risk Register summary discussion of key risks or issues requiring Authority attention
Risk	
Prepare a Risk Management Plan that identifies how threats, opportunities, risks and issues will be managed	Risk Management Plan SWOT Analysis Risk Register Issues Register
Procurement	
Provide a Procurement Management Plan that identifies how Subconsultants, travel and other reimbursable costs such as models will be acquired and managed against their activities.	Procurement Management Plan Subconsultant Agreements Invoicing to Authority Travel Documents per Authority requirements Invoices for other reimbursable costs
Stakeholder Management	
Prepare a Stakeholder Management Plan that establishes how the Consultant will coordinate with the Authority and its representatives	Stakeholder Management Plan
Manage and report on Stakeholder meetings	Stakeholder Register to include, at a minimum Entity meeting with Dates, times, locations Names and contact information Meeting Record

2.5.3.2. **Activity 2 - Prepare Building Information Modeling (BIM) and Asset Management Plans**

Activity Summary

The Authority will fund the manage and fund the construction of the facility(s) and will turn them over to the Operator who will be responsible for operating and maintaining the facility(s) over a 20 year lease. The Authority requires the Facility(s) systems be identified using industry standards to allow for their accounting of assets as part of property management.

Activities:	Deliverables:
Develop a Building Information Modeling and Asset Management Plan defining how the building data will be developed, organized, and managed.	Building Information Modeling and Asset Management Plan
Prepare a BIM Execution Plan	BIM Execution Plan BIM clash detection and management plan CAD layer, level, linestyle checking and management plan
Prepare Asset Management Plan	Asset Management Plan

2.5.3.3. **Activity 3: Prepare Sustainability Management Plan**

Activity Summary

The Authority has committed itself to industry leading goals for highly sustainable facility(s) consistent with its commitment to deliver low carbon transportation. Develop a Sustainability Management Plan defining how the project will meet requirements, goals, and objectives for high performing, positive net energy, and LEED Platinum Facility(s).

Activities:	Deliverables:
Sustainability Management Plan	Sustainability Management Plan
Integrated Project Design processes	Integrated Project Design processes
Net Zero Energy Facility(s) strategies	Net Zero Energy Facility(s) strategies
LEED Platinum Facility(s) strategies	LEED Platinum Facility(s) strategies
Water reduction, recycling, and reuse strategies	Water reduction, recycling, and reuse strategies
Low impact materials optimization strategies	Low impact materials optimization strategies
LCA Methodology	LCA Methodology
Healthy spaces strategies	Healthy spaces strategies
Universal Design strategies	Universal Design strategies
Multimodal Connectivity strategies	Multimodal Connectivity strategies
Community Connectivity strategies	Community Connectivity strategies
Cultural responsiveness strategies	Cultural responsiveness strategies
Future growth strategies	Future growth strategies
Durability strategies	Durability strategies
Climate Adaptation and Resilience strategies	Climate Adaptation and Resilience strategies
Contextual response strategies	Contextual response strategies

2.5.4. **Task 2 - Pre- Design**

Task Summary:

Prior to the start of the Facility(s) design the Consultant shall collect and analyze information about the site(s) and the Program to develop three initial concepts for the Authority to review and approve.

Task Goals:

- To understand the existing site(s) conditions and how they affect the station operations
- Establish preliminary Facility(s) design criteria
- To develop an efficient, economical, interesting site(s) and Facility(s) strategy that optimizes the site(s) without constraining operations and future growth.

Task Objectives:

- Identify all site(s) conditions
- Develop an acceptable site(s) design solution
- Develop an acceptable Facility(s) design solution

2.5.4.1. **Activity 1: Site(s) Investigation**

Activity Summary

Investigate, identify and document all existing conditions of the site(s) and surrounding areas as required and at a sufficient level to allow for the Consultant to engage with the Authority and

Stakeholders in developing the Project. Site(s) criteria, at a minimum, to be investigated, identified, and documented:

- Reports listed below are chapters aligned to the activities listed above.
- Some reports, as agreed to in advance between Authority and Consultant, shall be submitted for approval prior to inclusion in the Submittal.

Activities:	Deliverables:
Hazardous Materials Investigation	Previous reports Hazardous Materials Investigation Report: Investigation methodology Materials identified Material quantities Material hazards Remediation recommendations Other? Get from Environmental
Site(s) Survey	Survey Investigation Report: Previous surveys Investigation Methodology Control Survey Report Mapping plan showing, at a minimum: Topography Existing hardscape and appurtenances Existing Landscape areas, plant materials, and sizes Existing Facility(s) Existing Utilities: below ground, above ground and overhead including materials and dimensions, capacity and direction as applicable Digital Files Other? Get from Civil
Geotechnical/geohazard Investigation	Geotechnical/geohazard Investigation Report: Previously existing reports Investigation Methodology Boring Location Map Boring Logs Other? get from Structural
Land Use Investigation	Land Use Investigation Report: Previously existing reports and as built documents Zoning and other regulatory information Site History Right of Way Report Existing Facility(s) descriptions Other?
Historical/Archeological/Cultural Investigation	Historical/Archeological/Cultural Investigation Report: Previously existing reports and as built

Activities:	Deliverables:
	documents Identify historically/archeologically significant and protected artefacts on site(s) Identify culturally significant resources around the site(s) that may inform the design Other?
Utilities Investigation	Utilities Investigation Report: Previously existing reports and as built documents Investigation Methodology Descriptions of services available including capacities, locations, providers Other?
Climate Investigation	Climate Investigation Report: Previously existing reports Investigation Methodology Climate data Future climate change conditions Other? get from Sustainability
Traffic/Transportation Investigation	Traffic Investigation Report: Previously existing reports and as built documents Investigation Methodology Traffic systems description (Roads, Pedways, Bikeways etc.) Traffic systems capacities Traffic control systems Regulatory agencies responsible for systems Other? Get from Planning
Safety and Security Investigation	Safety and Security Investigation Report Previously existing reports Investigation Methodology Preliminary Hazard Analysis, Threat and Vulnerability Assessment (TVA) Crime Prevention through Environmental Basis of Design State Historical Safety Board review Other Authority and regulatory agencies responsible for health, safety and environment Other?- get from Security
Existing rail and High-Speed Rail alignment, guideway and core infrastructure requirements	Alignment and right of way drawings Guideway construction documents Core infrastructure construction documents Design Criteria Manual

2.5.4.2. Activity 2: Site(s) Analysis

Using the information collected during the Site(s) Investigation and Facility(s) Programming define opportunities to efficiently develop the site(s) and integrate it with the surrounding community and define constraints that limit the site(s) or create risks for the delivery of the Facility(s). At a minimum consider:

Activities:	Deliverables:
Develop a summary of all work completed	Project Summary
Hazardous materials requiring remediation and impacts	Hazardous Material: remediation constraints
Civil:	
Physical Site(s) Features	Hardscape Structures
Site(s) clearing and demolition required	Bulk demolition
Facility(s) siting	Facility(s) siting
Building form	Massing and facility locations
Views	Viewshed analysis
Safety and security	CEPTED Diagrams
Landscape	Landscape
Geotechnical/geohazard opportunities and constraints	Geotechnical/geohazard: considerations and constraints
Land use, zoning, setback and right of way opportunities and restrictions	Land use, zoning, setback and right of way opportunities and restrictions
Historical, archeological and cultural opportunities and constraints	Historical, archeological and cultural opportunities and constraints
Utility right of way and proposed connection points	Utilities
Sustainability requirements and opportunities	
Climactic considerations and risks i.e. flooding, winds, solar, etc.	Site(s) orientation opportunities Storm water mitigation Climatic responses
Traffic/Transportation	
Site(s) and surrounding area circulation	Traffic circulation routes, controls, standing, and parking Privately Owned Vehicles (POV) Commercial Vehicles Busses Shuttles Taxis Ride sharing Cyclist Pedestrian
Rail infrastructure construction integration	Existing rail High-speed rail
	Drawings- 30" x 42" to scale, colored, hand sketch appearance Existing Urban Site(s) Analysis showing site(s) within the five minute walkshed identifying key opportunities, issues, and

Activities:	Deliverables:
	risks. 1:200 scale minimum Urban integration plan showing site(s) within the five minute walkshed identifying key opportunities, views, alignments, features, etc. 1:200 scale minimum Site(s) layout plan. 1:100 scale minimum Traffic flow plan. 1:100 scale minimum 1:50 Site(s) Section lateral and longitudinal 1:50 Site(s) elevations Aerial rendered view to show principal elements within the context of the site(s) at sufficient scale and orientation to allow Consultant to explain the organization of the site(s) and the various sequences for passengers, security, operations etc.

2.5.4.3. Activity 3: Facility(s) Programming

Activity Summary

- Consultant shall evaluate all relevant information developed by the Authority, determine where there are key missing elements.
- Engage with the Authority to complete the Owners Project Requirements (OPR) addressing what performance criteria the Facility(s) needs to meet and the Facility(s) Space Program/Room Data Sheets.
- Responding to the OPR the Consultant shall develop a Basis of Design (BOD) that responds to the OPR defining how the design will comply.
- Consultant shall prepare three preliminary design concepts for the site(s) and Facility(s) organization focused on providing a clear, efficient, and attractive sequence of movement for passenger onto the site(s), through the Facility(s), and onto the train.

Activities:	Deliverables:
Review all available Authority documents	List of documents reviewed
Identify gaps in Authority documentation required to develop the OPR	Information Gap Analysis
Interview/consult Authority personnel	Authority Interview records
Develop the Owners Project Requirements (OPR)	
Develop project summary	Project summary
Define OPR and Commissioning processes	OPR and Commissioning processes
Research and document regulatory requirements, agencies, and authorities	Regulatory requirements, agencies, and authorities
Define schedule requirements	Schedule requirements
Define construction cost requirements	Construction cost requirements
Identify and document the Authority's Facility(s) performance objectives	Facility(s) performance objectives
Operational requirements- hours of operations, populations etc.	Operational requirements- hours of operations, populations etc.
Sustainable High Performance Facilities:	
Define USGBC LEED Platinum strategy	USGBC LEED Platinum analysis

Activities:	Deliverables:
Define USGBC LEED Platinum Authority scorecard	USGBC LEED Authority Scorecard
Energy:	
Define Positive net energy requirements	Positive net energy requirements
Water:	
Define Water consumption requirements	Water consumption requirements
Define Storm and Waste water reclamation requirements	Storm and Waste water modeling and options requirements
Materials:	
Define Lifecycle Analysis process and requirements	Lifecycle Analysis process and requirements
Define Environmental Product Declarations process and requirements	Environmental Product Declarations process and requirements
Healthy:	
Define Air Quality requirements	Air Quality requirements
Define Thermal Comfort requirements	Thermal Comfort requirements
Define Acoustical Performance requirements	Acoustical Performance requirements
Define Lighting requirements	Lighting requirements
Accessible:	
Define Universal Design requirements	Universal Design requirements
Define Multimodal access and support Facility(s) (vehicle charging, bike storage etc.) requirements	Multimodal access and support Facility(s) (vehicle charging, bike storage etc.) requirements
Just:	
Define community and local cultures responsiveness requirements	Responsive to community and local cultures requirements
Define inclusive community requirements	Inclusive of all community members requirements
Adaptable:	
Define adaptability to future development requirements	Ability to grow Facility(s) to meet future development requirements
Define adaptability to growth in ridership requirements	Ability to accommodate growth in ridership requirements
Resilient:	
Define service life requirements	Meet or exceed Design Criteria Manual Service Life requirements
Define seismic requirements	Seismically requirements
Define vibration mitigation requirements	Vibration mitigation requirements
Define climate change adaptation requirements	LEED IPCC98: Assessment and Planning for Resilience LEED IPCC99: Design for Enhanced Resilience LEED IPCC100: Passive Survivability and Functionality During Emergencies
Iconic:	
Define what represents a visually interesting Facility(s)	Visual design requirements

Exhibit A: Scope of Work

Activities:	Deliverables:
Define how Facility(s) will be contextually appropriate	Context requirements
Safe and Secure:	
Define access control requirements	Access control requirements
Define monitoring requirements	Monitoring requirements
Define CEPTED requirements	CEPTED requirements: Natural Surveillance Natural Access Control Natural Territorial Reinforcement Maintenance standards Activity Support Minimizing crimes of opportunity
Define life safety requirements	Life safety requirements
Define accident hazards requirements	Accident mitigation requirements
Define Facility(s) Space Program/Room Data Sheets for all spaces, internal and external	Facility(s) Space Program/Room Data Sheets for all spaces, internal and external Space criteria and identification Dimensional requirements Function and functional requirements Adjacencies of space to each other Occupancy requirements Access and egress requirements Climate conditions and space requirement Information, Communications, Technology (ICT) requirements Acoustical Performance Fixtures Furnishings and Equipment All other information required to provide a complete description of the space
Develop the Basis of Design (BOD) that addresses the OPR and, at a minimum, addresses the following:	
Develop project summary	Project summary
Develop Commissioning processes	Commissioning processes
Identify and document regulatory requirements, agencies, and authorities	Regulatory requirements, agencies, and authorities
Summarize schedule requirements	Schedule Summary
Summarize construction cost requirements	Construction cost
Develop a Scope Summary that provides overall Facility(s) dimensional information aligned to the Facility(s) Space Program/Room Data Sheets	Scope Summary
Develop Facility(s) Systems Definitions that integrate performance requirements from the OPR	Facility(s) Systems Definitions
Sustainable High Performance Facilities:	
Develop USGBC LEED Platinum strategy	USGBC LEED Platinum analysis
Develop USGBC LEED Platinum scorecard	USGBC LEED Scorecard

Activities:	Deliverables:
Energy:	
Develop Positive net energy requirements	Positive net energy modeling
Water:	
Develop Water consumption requirements	Water consumption modeling
Develop Storm and Waste water reclamation requirements	Storm and Waste water modeling and options analysis
Materials:	
Develop Lifecycle Analysis process and requirements	Lifecycle Analysis process and requirements
Develop Environmental Product Declarations process and requirements	Environmental Product Declarations process and requirements
Healthy:	
Develop Air Quality requirements	Air Quality
Develop Thermal Comfort requirements	Thermal Comfort
Develop Acoustical Performance requirements	Acoustical Performance
Develop Lighting requirements	Lighting
Accessible:	
Develop Universal Design requirements	Universal Design
Develop Multimodal access and support Facility(s) (vehicle charging, bike storage etc.) requirements	Multimodal access and support Facility(s) (vehicle charging, bike storage etc.)
Just:	
Develop community and local cultures responsiveness requirements	Responsive to community and local cultures
Develop inclusive community requirements	Inclusive of all community members
Adaptable:	
Develop adaptability to future development requirements	Ability to grow Facility(s) to meet future development
Develop adaptability to growth in ridership requirements	Ability to accommodate growth in ridership
Resilient:	
Develop service life requirements	Durable Facility(s) that will perform well over service life Meet or exceed Design Criteria Manual Service Life requirements
Develop seismic requirements	Seismically responsive
Develop vibration mitigation requirements	Vibration mitigation
Develop climate change adaptation requirements	Adapt and respond to climate change
Iconic:	
Develop what represents a visually interesting Facility(s)	Facility(s) that are interesting visually
Develop how Facility(s) will be contextually appropriate	Facility(s) that contextually appropriate
Safe and Secure:	
Develop access control requirements	Access Control Infrastructure Plan and Operational Considerations

Exhibit A: Scope of Work

Activities:	Deliverables:
Develop monitoring requirements	Monitoring Infrastructure Plan and Operational Considerations
Develop CEPTED requirements	Design emphasizes crime prevention using CEPTED principles Natural Surveillance Natural Access Control Natural Territorial Reinforcement Maintenance standards Activity Support Minimizing crimes of opportunity
Develop life safety requirements	Building Code Analysis Height and Area Use Group Construction
Develop accident hazards requirements	Accident Mitigation Infrastructure Plan and Operational Considerations
Develop all other information required by the relevant regulatory stakeholders as needed for them to complete their evaluation of the work.	All other information required by the relevant regulatory stakeholders as needed for them to complete their evaluation of the work.
Preliminary Sites(s) and Facility(s) Design Concepts	
Create three design concepts that demonstrate how existing rail construction will be integrated with and how construction sequencing will occur.	
Completed work shall represent BIM LOD 100 Visualization	
Refer to Task 2- Activity 2: Site(s) Analysis for site(s) requirements.	
Each concept shall consist of:	
Adjacency/bubble diagrams	Adjacency/bubble diagrams
Passenger flow/sequence diagrams	Passenger flow/sequence diagrams
Floor plans	Floor plans
Lateral section across the site(s) and thru platform and longitudinal sections the principal spaces	Lateral section across the site(s) and thru platform and longitudinal sections the principal spaces
Elevations	Elevations
Massing diagrams	Massing diagrams
Renderings and/or other illustrative documents to describe the Facility(s)	Renderings and/or other illustrative documents to describe the Facility(s)
Evaluation of the three schemes and a recommended scheme	Evaluation report and presentation
Presentation, Review, and Approval	
Consultant shall present the work to the Authority	
Consultant shall participate in review meetings as required by the Authority	
Consultant may be required to correct documents and resubmit to Authority prior to receiving NTP to next stage of work.	
The Contract Scope, Schedule and Fees for the remaining work will be adjusted to reflect the Authority approved concept.	

2.5.4.4. Activity 4: Cost Estimate

Activity Summary

Prepare a cost estimate and manage value engineering workshops to support Authority in evaluating program, aesthetic, construction, and material options.

Activities:	Deliverables:
Prepare estimate of probable cost for the recommended scheme AACE Class 5, Summary Unifomat Level 1, Detail Level 2, BIM LOD 100	Cost Estimate
Plan, prepare, manage, and lead a value engineering session with the Authority to evaluate the three Preliminary Design Concepts.	Value Engineering Analysis, Options, and Recommendations Report Meeting records

2.5.4.5. Activity 5: Schedule

Activity Summary

Prepare a construction schedule that will allow the Authority to evaluate the work against the program's goal and objectives.

Activities:	Deliverables:
Prepare a construction schedule that identifies the sequencing of the Facility(s) systems LOD 100 and Unifomat Level 1	Project or P6 Schedule with linked activities
Integrate existing rail construction and other site(s) related construction by other entities	

2.5.5. Task 3 - Facility(s) design and documentation

Task Summary:

Once the Pre-Design Services are complete and the Authority has accepted a single Preliminary Design Concept for development, the Consultant shall prepare the Design Documents required to define, permit, bid, and construction the Facility(s).

Task Goals:

Develop a design and all required construction documents required to bid and construct the Facility(s).

Task Objectives:

- Design that meets Authority's requirements
- Design that is biddable
- Design that is buildable within the Authority's site(s), schedule, quality, and cost constraints
- Activities shall be performed sequentially and the Consultant shall not proceed to the next activity until they have received NTP from the Authority

2.5.5.1. **Activity 1: Schematic Design**

Summary of Work

- Develop the approved Preliminary Design Concept further to illustrate relationships of spaces, initial building systems descriptions, and the integration of the Facility(s) to the Track and Systems infrastructure.
- Schematic design establishes the general scope, conceptual design, and scale and relationships among the components of a project.
- The primary objective is to arrive at a clearly defined, feasible concept and to present it in a form that achieves Authority understanding and acceptance.
- The secondary objectives are to clarify the project program, explore the most promising alternative design solutions, and provide a reasonable basis for analyzing the cost of the project as part of Value Engineering review.

Activities:	Deliverables:
Management	
Consultant shall provide all required Task Documentation updated as required	Task Updated Documents as required
Consultant shall meet with Authority as required	Meeting Records
Design	
BIM	
Provide the electronic files in their native format	Drawing Files
Model shall represent the Facility(s) at LOD 200	Model File
Drawings	
General	
Cover sheet	Cover sheet
Index Sheet	Index Sheet
Discipline General Sheets	Discipline General Sheets
Hazardous Materials	
Consultant may be required to prepare an early bid package for hazardous material mitigation	Consultant may be required to prepare an early bid package for hazardous material mitigation
Final survey drawings	Final survey drawings
Final remediation drawings	Final remediation drawings
Survey/Mapping	
Final survey	Final survey
Geotechnical/geohazard	
Final boring location map	Final boring location map
Final boring logs	Final boring logs
Civil	
Plans	
Demolition: identifying major scope of work	Demolition: identifying major scope of work
Grading: showing major elevations for all work	Grading: showing major elevations for all work

Activities:	Deliverables:
Utilities: showing routing and sizing	Utilities: showing routing and sizing
Hardscape: showing scope of work and major materials	Hardscape: showing scope of work and major materials
Landscape	
Plan	
Hardscape: showing scope of work and materials for paving and site(s) furnishings	Hardscape: showing scope of work and materials for paving and site(s) furnishings
Softscape: showing planting areas, plants and identification	Softscape: showing planting areas, plants and identification
Irrigation: showing zones	Irrigation: showing zones
Structural	
Plans	
Foundations	Foundations
Superstructure	Superstructure
Sections	
Lateral and Longitudinal	Lateral and Longitudinal
Architectural	
Plans	
Floor plans	Floor plans
Roof plans	Roof plans
Reflected ceiling plans	Reflected ceiling plans
Elevations	
Full building elevations	Full building elevations
Sections	
Lateral and Longitudinal	Lateral and Longitudinal
Interiors	
Plans	
Finishes: Major finishes identified	Finishes
Furniture: major furniture and work station locations	Furniture
Equipment	
Plans locating major common non-discipline specific equipment	Plans locating major common non-discipline specific equipment
Fire Protection	
Plans	
Sprinkler coverage and primary system distribution and primary equipment and locations for secondary equipment	Sprinkler coverage and primary system distribution and primary equipment and locations for secondary equipment
Life Safety Plans	
Fire detection, notification and mass communication devices	Fire detection, notification and mass communication devices
Fire Pump room enlarged plan	Fire Pump room enlarged plan
Diagrams- one line diagrams showing utility connection, primary equipment, and distribution schematics	
Fire water	Fire water
Fire detection, notification and mass	Fire detection, notification and mass

Exhibit A: Scope of Work

Activities:	Deliverables:
communications	communications
Plumbing	
Plans: Fixtures, primary system distribution and primary equipment and locations for secondary equipment	
Water	Water
Waste water	Waste water
Gas	Gas
Compressed air	Compressed air
Diagrams- one line diagrams showing utility connection, primary equipment, and distribution schematics	
Cold water	Cold water
Hot water	Hot water
Waste water and vent	Waste water and vent
Reclaimed water	Reclaimed water
Roof and exterior storm water	Roof and exterior storm water
Gas	Gas
Compressed air	Compressed air
Process	
Plans	Plans
Equipment, primary system distribution as required and locations for secondary equipment	Equipment, primary system distribution as required and locations for secondary equipment
Diagrams- one line diagrams showing utility connection, primary equipment, and distribution schematics	Diagrams
Mechanical:	
Plans: Distribution/system zones, primary system distribution and primary equipment and locations for secondary equipment	Plans
Ventilation Air	Ventilation Air
Exhaust Air	Exhaust Air
Heating and cooling air side	Heating and cooling air side
Heating and cooling water side	Heating and cooling water side
Diagrams- one line diagrams showing primary equipment and distribution schematics	
Ventilation Air	Ventilation Air
Exhaust Air	Exhaust Air
Heating and cooling air side	Heating and cooling air side
Heating and cooling water side	Heating and cooling water side
Controls	Controls
Electrical	
Plans: Primary distribution and primary equipment and locations for secondary equipment	
Normal Power	Normal Power
Emergency Power	Emergency Power
Redundant Power	Redundant Power
Lighting	Lighting

Activities:	Deliverables:
Grounding and lighting protection	Grounding and lighting protection
Diagrams- one line diagrams showing primary equipment and distribution schematics	
Normal Power	Normal Power
Emergency Power	Emergency Power
Redundant Power	Redundant Power
Lighting	Lighting
Grounding and lighting protection	Grounding and lighting protection
Controls	Controls
Telecommunications (Information Communications Technologies)	
Plans: Primary ICT distribution backbone and primary equipment and locations for secondary equipment	
Data	Data
Phone	Phone
Paging	Paging
Messaging	Messaging
Music/masking	Music/masking
CCTV	CCTV
CATV	CATV
Security Monitoring	Security Monitoring
Security Access Control	Security Access Control
Security Blue Light	Security Blue Light
Master Clock	Master Clock
Wi-Fi- public and operational	Wi-Fi- public and operational
Radio	Radio
Cellular	Cellular
Diagrams- one line diagrams showing primary equipment and distribution schematics	
Data	Data
Phone	Phone
Paging	Paging
Messaging	Messaging
Music/masking	Music/masking
CCTV	CCTV
CATV	CATV
Security Monitoring	Security Monitoring
Security Access Control	Security Access Control
Security Blue Light	Security Blue Light
Master Clock	Master Clock
Wi-Fi- public and operational	Wi-Fi- public and operational
Radio	Radio
Cellular	Cellular
Other Disciplines- TBD	Other Disciplines- TBD
Operations- TBD by others	Operations- TBD by others
Renderings	
Provide exterior views of the Facility(s) that show the relationship of the Facility(s) to the site(s), to the rail line, and to the surrounding community	Exterior views

Activities:	Deliverables:
Provide interior views of the Facility(s) that represent the primary passenger experience	Interior views
Passenger concourse views of primary ticketing	Passenger concourse views of primary ticketing
Passenger vertical circulation elements views	Passenger vertical circulation elements views
Specifications	
Provide a Table of Contents (TOC) indicating which sections are being proposed for the project	Table of Contents for all CSI Divisions 1-44 sections
Materials and systems to be fully coordinated to the design documents, BOD and BIM	
Design Analysis	
Update the Owners Project Requirements as required to document changes during Schematic Design	Owners Project Requirements
Updated the Basis of Design	Basis of Design
General Information	General Information
Identify all regulatory requirements, agencies, and authorities	Regulatory Requirements finalized
Building Systems:	Building Systems:
Building systems descriptions: Uniformat Level 2, LOD 200	Systems Descriptions
Calculations:	
Calculate all site(s) and Facility(s) whole building loads	Calculations: whole building(s)/site(s) demands and loads for all building systems
Product Information:	Catalogue cuts: primary equipment for all primary building systems
Provide catalogue cuts for all major envelope components	
Provide catalogue cuts for all major finish materials	
Provide catalogue cuts for all primary building systems equipment	
Cost	
Prepare estimate of probable cost AACE Class 4, Summary Uniformat Level 2, Detail Level 3, BIM LOD 200	Cost Estimate
Plan, prepare, manage, and lead a value engineering session with the Authority	Value Engineering Report Presentation materials
Presentation, Review, and Approval	
Consultant shall present the work to the Authority	
Consultant shall participate in review meetings as required by the Authority	
Consultant may be required to correct documents and resubmit to Authority prior to receiving NTP to next stage of work.	

Exhibit A: Scope of Work

2.5.5.2. Activity 2: Design Development

Summary of Work

Complete the major site(s) and building systems final design criteria resulting in a complete, coordinated graphic description of all aspects of the site(s), building envelope, interior construction, and building systems and primary services equipment and routing.

A complete building envelope and all interior construction develop a coordinated graphic description of all aspects of the design locating all major building systems and primary services equipment and routing.

This typically includes fully developed floor plans, sections, exterior elevations, and, for important areas or aspects of the building, interior elevations, reflected ceiling plans, wall sections, and key details.

Activities:	Deliverables:
Management	
Consultant shall provide all required Task Documentation updated as required	Task Updated Documents as required
Consultant shall meet with Authority as required	Meeting Records
Design	
BIM	
Provide the electronic files in their native format	Drawing Files
Model shall represent the facility(s) at LOD 300	Model File
Drawings	
General	
Cover Sheet: update as required	Cover sheet
Index Sheet : update as required	Index Sheet
Discipline General Sheets: update as required	Discipline General Sheets
Hazardous Materials: repost completed work	Hazardous Materials
Survey/Mapping: repost completed work	Survey/Mapping
Geotechnical/geohazard: repost completed work	Geotechnical/geohazard
Civil	
Plans	
Demolition: finalize identifying scope of work	Demolition
Grading: finalize identifying elevations for all work	Grading
Utilities: finalize identifying routing, connection points and sizing	Utilities
Hardscape: finalize identifying scope of work and materials	Hardscape
Sections	Sections
Develop profiles for utilities	Develop profiles for utilities

Activities:	Deliverables:
Landscape	
Plans	
Hardscape: finalize identifying scope of work and materials for paving and site(s) furnishings	Hardscape
Softscape: finalize identifying planting areas, plants and identification	Softscape
Irrigation: finalize identifying zones and distribution systems	Irrigation
Structural	
Plans	
Foundations: finalize dimensions, locations and materials	Foundations
Superstructure: finalize dimensions, locations and materials	Superstructure
Sections	Sections
Lateral and Longitudinal: finalize dimensions, locations and materials	Lateral and Longitudinal
Architectural	
Plans	
Floor plans: finalize dimensions, locations and construction for interior and exterior materials	Floor plans
Roof plans: finalize dimensions, locations and materials	Roof plans
Reflected ceiling plans: finalize dimensions, locations including all ceiling mounted devices and materials	Reflected ceiling plans
Partial Plans	
Vertical Circulation	Vertical Circulation
Restrooms/locker rooms	Restrooms/locker rooms
Elevations	
Full building elevations: finalize dimensions, locations and materials	Full building elevations
Partial building elevations: finalize dimensions, locations and materials	Partial building elevations
Sections	
Lateral and Longitudinal full building sections: finalize dimensions, locations and materials	Lateral and Longitudinal full building sections
Partial building sections	Partial building sections
Wall sections	Wall sections
Interiors	
Plans	Plans
Finishes: finalize dimensions, locations and materials	Finishes
Furniture: finalize locations and documenting party responsible to provide	Furniture

Exhibit A: Scope of Work

Activities:	Deliverables:
Elevations	
All public spaces: finalize dimensions, locations and materials	All public spaces
Equipment	
Plans: finalize dimensions, locations and materials locating major common non-discipline specific equipment	Plans
Fire Protection	
Plan	
Sprinklers: finalize coverage zones, primary and secondary system distribution, and locations for all equipment	Sprinklers
Life safety plans: finalize and document all egress and life safety components	Life safety plans
Fire detection, notification and mass communication devices: finalize locations and device types	Fire detection, notification and mass communication devices
Fire Pump room enlarged plan: finalize equipment and layout	Fire Pump room enlarged plan
Diagrams: finalize one line/flow diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	
Fire water	Fire water
Fire detection, notification and mass communications	Fire detection, notification and mass communications
Plumbing	
Plans: finalize fixtures, primary and secondary system distribution and all equipment	
Water	Water
Waste water	Waste water
Gas	Gas
Compressed air	Compressed air
Enlarged plans for all plumbing equipment: finalize equipment and locations	Enlarged plans for all plumbing equipment
Diagrams- finalize one line/flow diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	
Cold water	Cold water
Hot water	Hot water
Waste water and vent	Waste water and vent
Reclaimed water	Reclaimed water
Roof and exterior storm water	Roof and exterior storm water
Gas	Gas
Compressed air	Compressed air
Process	
Plans	
Equipment: finalize locations, primary and secondary system distribution as required	Equipment
Enlarged plans for all equipment: finalize equipment and locations	Enlarged plans

Activities:	Deliverables:
Diagrams- finalize one line/flow diagrams showing utility/service connection, equipment, distribution schematics and sizing/capacities	Diagrams
Mechanical	
Plans: finalize distribution/system zones, primary and secondary system distribution, and all equipment	
Ventilation Air	Ventilation Air
Exhaust Air	Exhaust Air
Heating and cooling air side	Heating and cooling air side
Heating and cooling water side	Heating and cooling water side
Enlarged plans for primary mechanical equipment	Enlarged plans for primary mechanical equipment
Diagrams: finalize one line/flow diagrams showing equipment, distribution schematics and sizing/capacities	
Ventilation Air	Ventilation Air
Exhaust Air	Exhaust Air
Heating and cooling air side	Heating and cooling air side
Heating and cooling water side	Heating and cooling water side
Controls	Controls
Electrical	
Plans: finalize primary and secondary distribution and all panels and equipment	
Normal Power	Normal Power
Emergency Power	Emergency Power
Redundant Power	Redundant Power
Lighting	Lighting
Grounding and lighting protection	Grounding and lighting protection
Enlarged plans for primary electrical equipment	Enlarged plans for primary electrical equipment
Diagrams: finalize one line diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	
Normal Power	Normal Power
Emergency Power	Emergency Power
Redundant Power	Redundant Power
Lighting	Lighting
Grounding and lighting protection	Grounding and lighting protection
Controls	Controls
Telecommunications (Information Communications Technologies)	
Plans: finalize primary secondary ICT distribution backbone and all equipment	
Data	Data
Phone	Phone
Paging	Paging
Messaging	Messaging
Music/masking	Music/masking
CCTV	CCTV
CATV	CATV
Security Monitoring	Security Monitoring
Security Access Control	Security Access Control

Activities:	Deliverables:
Security Blue Light	Security Blue Light
Master Clock	Master Clock
Wi-Fi- public and operational	Wi-Fi- public and operational
Radio	Radio
Cellular	Cellular
Enlarged plans for primary ICT equipment	Enlarged plans for primary ICT equipment
Diagrams: finalize one line diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	
Data	Data
Phone	Phone
Paging	Paging
Messaging	Messaging
Music/masking	Music/masking
CCTV	CCTV
CATV	CATV
Security Monitoring	Security Monitoring
Security Access Control	Security Access Control
Security Blue Light	Security Blue Light
Master Clock	Master Clock
Wi-Fi- public and operational	Wi-Fi- public and operational
Radio	Radio
Cellular	Cellular
Other Disciplines- TBD	Other Disciplines- TBD
Operations- TBD by others	Operations- TBD by others
Renderings	
Exterior views	Exterior views
Interior views	Interior views
Passenger concourse views of primary ticketing	Passenger concourse views of primary ticketing
Passenger vertical circulation elements views	Passenger vertical circulation elements views
Specifications	
Table of Contents for all CSI Divisions 1-44 sections: Updated	Table of Contents for all CSI Divisions 1-44 sections
Part section for all CSI Divisions 2-44	Part section for all CSI Divisions 2-44
Materials and systems to be fully coordinated to the other design documents: drawings, BOD and BIM	
Design Analysis	
Owners Project Requirements: update as required to document changes during Schematic Design	Owners Project Requirements
Basis of Design	Basis of Design
General Information: finalize	General Information
Regulatory requirements, agencies, and authorities	Regulatory requirements, agencies, and authorities
Building Systems: finalize	Building Systems
Building systems descriptions: Unifomat	Building systems descriptions

Activities:	Deliverables:
Level 3, LOD 300	
Calculations	
Site(s) and Facility(s) whole building loads: finalize	Site(s) and Facility(s) whole building loads
Zone loads	Zone loads
Product Information: finalize	
Catalogue cuts for all envelope components	Catalogue cuts for all envelope components
Catalogue cuts for all major and secondary finish materials	Catalogue cuts for all major and secondary finish materials
Catalogue cuts for all primary and secondary building systems equipment	Catalogue cuts for all primary and secondary building systems equipment
Cost	
Prepare estimate of probable cost AACE Class 3, Summary Uniformat Level 3, Detail Level 4, BIM LOD 300	Cost Estimate
Plan, prepare, manage, and lead a value engineering session with the Authority	Analysis Report and Recommendations Presentation materials
Presentation, Review, and Approval	
Consultant shall present the work to the Authority	
Consultant shall participate in review meetings as required by the Authority	
Consultant may be required to correct documents and resubmit to Authority prior to receiving NTP to next stage of work.	

2.5.5.3. Activity 3: 50% Construction Documents

Summary of Work

- Begin the development, coordination, and detailing of the building systems for the purposes of obtaining regulatory approvals, bidding and construction.
- All building systems definitions are complete, calculated and defined
- All materials selections are finalized
- Final document requirements are defined and completed

Activities:	Deliverables:
Management	
Consultant shall provide all required Task Documentation updated as required	Task Updated Documents as required
Consultant shall meet with Authority as required	Meeting Records
Design	
BIM	
Provide the electronic files in their native format	Drawing files
Model shall represent the facility(s) at LOD 300	Model files
Drawings	
General	
Cover sheet: update as required	Cover sheet
Index Sheet : update as required	Index Sheet

Activities:	Deliverables:
Discipline General Sheets: update as required	Discipline General Sheets
Hazardous Materials: repost completed work	Hazardous Materials
Survey/Mapping: repost completed work	Survey/Mapping
Geotechnical/geohazard: repost completed work	Geotechnical/geohazard
Civil	
Plans	
Demolition: update identifying scope of work	Demolition
Grading: update identifying elevations for all work	Grading
Utilities: update identifying routing, connection points and sizing	Utilities
Hardscape: update identifying scope of work and materials	Hardscape
Sections	
Develop profiles for utilities	Develop profiles for utilities
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Landscape	
Plans	
Hardscape: update identifying scope of work and materials for paving and site(s) furnishings	Hardscape
Softscape: update identifying planting areas, plants and identification	Softscape
Irrigation: update identifying zones and distribution systems	Irrigation
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Structural	
Plans	
Foundations: update dimensions, locations and materials	Foundations
Superstructure: update dimensions, locations and materials	Superstructure
Sections	
Lateral and Longitudinal: update dimensions, locations and materials	Lateral and Longitudinal
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Architectural	
Plans	
Floor plans: update dimensions, locations and construction for interior and exterior materials	Floor plans
Roof plans: update dimensions, locations and materials	Roof plans
Reflected ceiling plans: update dimensions,	Reflected ceiling plans

Exhibit A: Scope of Work

Activities:	Deliverables:
locations including all ceiling mounted devices and materials	
Partial Plans	Partial Plans
Vertical Circulation	Vertical Circulation
Restrooms/locker rooms	Restrooms/locker rooms
Elevations	
Full building elevations: update dimensions, locations and materials	Full building elevations
Partial building elevations: update dimensions, locations and materials	Partial building elevations
Sections	
Lateral and Longitudinal full building sections: update dimensions, locations and materials	Lateral and Longitudinal full building sections
Partial building sections	Partial building sections
Wall sections	Wall sections
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Interiors	
Plans	
Finishes: update dimensions, locations and materials	Finishes
Furniture: update locations and documenting party responsible to provide	Furniture
Elevations	
All public spaces: update dimensions, locations and materials	All public spaces
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Equipment	
Plans: update dimensions, locations and materials locating major common non-discipline specific equipment	Plans
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Fire Protection	
Plan	
Sprinklers: update coverage zones, primary and secondary system distribution, and locations for all equipment	Sprinklers
Life safety plans: update and document all egress and life safety components	Life safety plans
Fire detection, notification and mass communication devices: update locations and device types	Fire detection, notification and mass communication devices
Fire Pump room enlarged plan: update equipment and layout	Fire Pump room enlarged plan

Exhibit A: Scope of Work

Activities:	Deliverables:
Diagrams: update one line/flow diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	Diagrams
Fire water	Fire water
Fire detection, notification and mass communications	Fire detection, notification and mass communications
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Plumbing	
Plans: update fixtures, primary and secondary system distribution and all equipment	
Water	Water
Waste water	Waste water
Gas	Gas
Compressed air	Compressed air
Enlarged plans for all plumbing equipment: update equipment and locations	Enlarged plans for all plumbing equipment
Diagrams- update one line/flow diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	
Cold water	Cold water
Hot water	Hot water
Waste water and vent	Waste water and vent
Reclaimed water	Reclaimed water
Roof and exterior storm water	Roof and exterior storm water
Gas	Gas
Compressed air	Compressed air
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Process	
Plans	
Equipment: update locations, primary and secondary system distribution as required	Equipment
Enlarged plans for all equipment: update equipment and locations	Enlarged plans
Diagrams- update one line/flow diagrams showing utility/service connection, equipment, distribution schematics and sizing/capacities	
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Mechanical	
Plans: update distribution/system zones, primary and secondary system distribution, and all equipment	
Ventilation Air	Ventilation Air
Exhaust Air	Exhaust Air
Heating and cooling air side	Heating and cooling air side
Heating and cooling water side	Heating and cooling water side
Enlarged plans for primary mechanical equipment	Enlarged plans for primary mechanical equipment

Activities:	Deliverables:
Diagrams: update one line/flow diagrams showing equipment, distribution schematics and sizing/capacities	
Ventilation Air	Ventilation Air
Exhaust Air	Exhaust Air
Heating and cooling air side	Heating and cooling air side
Heating and cooling water side	Heating and cooling water side
Controls	Controls
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Electrical	
Plans: update primary and secondary distribution and all panels and equipment	
Normal Power	Normal Power
Emergency Power	Emergency Power
Redundant Power	Redundant Power
Lighting	Lighting
Grounding and lighting protection	Grounding and lighting protection
Enlarged plans for primary electrical equipment	Enlarged plans for primary electrical equipment
Diagrams: update one line diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	
Normal Power	Normal Power
Emergency Power	Emergency Power
Redundant Power	Redundant Power
Lighting	Lighting
Grounding and lighting protection	Grounding and lighting protection
Controls	Controls
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Telecommunications (Information Communications Technologies)	
Plans: update primary secondary ICT distribution backbone and all equipment	
Data	Data
Phone	Phone
Paging	Paging
Messaging	Messaging
Music/masking	Music/masking
CCTV	CCTV
CATV	CATV
Security Monitoring	Security Monitoring
Security Access Control	Security Access Control
Security Blue Light	Security Blue Light
Master Clock	Master Clock
Wi-Fi- public and operational	Wi-Fi- public and operational
Radio	Radio
Cellular	Cellular
Enlarged plans for primary ICT equipment	Enlarged plans for primary ICT equipment

Activities:	Deliverables:
Diagrams: update one line diagrams showing utility connection, equipment, distribution schematics and sizing/capacities	
Data	Data
Phone	Phone
Paging	Paging
Messaging	Messaging
Music/masking	Music/masking
CCTV	CCTV
CATV	CATV
Security Monitoring	Security Monitoring
Security Access Control	Security Access Control
Security Blue Light	Security Blue Light
Master Clock	Master Clock
Wi-Fi- public and operational	Wi-Fi- public and operational
Radio	Radio
Cellular	Cellular
Details: All details drawn	Details
Schedules: Initial information on schedules	Schedules
Other Disciplines- TBD	Other Disciplines- TBD
Operations- TBD by others	Operations- TBD by others
Renderings	
Exterior views	Exterior views
Interior views	Interior views
Passenger concourse views of primary ticketing	Passenger concourse views of primary ticketing
Passenger vertical circulation elements views	Passenger vertical circulation elements views
Specifications	
Table of Contents for all CSI Divisions 1-44 sections: Updated	Table of Contents for all CSI Divisions 1-44 sections
Parts and section for all CSI Divisions 1-44	Part and section for all CSI Divisions 2-44
Materials and systems to be fully coordinated to the other design documents: drawings, BOD and BIM	
Design Analysis	
Owners Project Requirements: update as required to document changes during Schematic Design	
Basis of Design	
General Information: update	General Information
Regulatory requirements, agencies, and authorities	Regulatory requirements, agencies, and authorities
Building systems descriptions: Unifomat Level 3, LOD 300	Building systems descriptions
Calculations	
Site(s) and Facility(s) whole building loads: update	Site(s) and Facility(s) whole building loads
Zone loads	Zone loads

Activities:	Deliverables:
Product Information: update	
Catalogue cuts for all envelope components	Catalogue cuts for all envelope components
Catalogue cuts for all major and secondary finish materials	Catalogue cuts for all major and secondary finish materials
Catalogue cuts for all primary and secondary building systems equipment	Catalogue cuts for all primary and secondary building systems equipment
Cost	
Prepare estimate of probable cost AACE Class 2, Summary Uniformat Level 4, Detail Level 5, BIM LOD 300	Cost Estimate
Plan, prepare, manage, and lead a value engineering session with the Authority	Analysis Report and Recommendations Presentation materials
Presentation, Review, and Approval	
Consultant shall present the work to the Authority	
Consultant shall participate in review meetings as required by the Authority	
Consultant may be required to correct documents and resubmit to Authority prior to receiving NTP to next stage of work.	

2.5.5.4. Activity 4: 100% Construction Documents

Summary of Work

- Complete the documentation and coordination of the building systems for the purposes of obtaining regulatory approvals, bidding and construction.
- All building systems definitions are complete, calculated and defined
- All materials selections are finalized and documented
- Coordination, scheduling and detailing are completed

Activities:	Deliverables:
Management	
Consultant shall provide all required Task Documentation updated as required	Task Updated Documents as required
Consultant shall meet with Authority as required	Meeting Records
Design	
BIM	
Provide the electronic files in their native format	Electronic drawing files
Model shall represent the facility(s) at LOD 350	Model files
Construction Documents	
Contract Documents	
Drawings: all drawings completed	Drawings
Specifications: CSI Divisions 1-44 fully edited	Specifications
Contract Forms: Coordinate with Authority and incorporate into Contract Documents	Contract Forms
Contract Conditions: Coordinate with Authority and incorporate into Contract Documents	Contract Conditions

Activities:	Deliverables:
Bid Forms: Coordinate with Authority and incorporate into Construction Documents	Bid Forms
Design Analysis	
Owners Project Requirements: completed	Owners Project Requirements
Final Basis of Design: completed	Basis of Design
Cost	
Prepare estimate of probable cost AACE Class 1, Summary Unifomat Level 4, Detail Level 5, BIM LOD 350	Cost Estimate
Presentation, Review, and Approval	
Consultant shall present the work to the Authority	
Consultant shall participate in review meetings as required by the Authority	
Consultant may be required to correct documents and resubmit to Authority prior to receiving NTP to next stage of work.	

2.5.5.5. Activity 5: Regulatory Approvals

Summary of Work

Prepare all required documents required to submit for permit, manage the process, and make all required revisions to the work to satisfy the regulatory agencies.

Activities:	Deliverables:
Management	
Consultant shall provide all required Task Documentation updated as required	Task Updated Documents as required
Consultant shall meet with Authority as required	Meeting Records
Manage submittals to regulatory authorities	
Design	
Update documents to incorporate corrections required by regulatory authorities	BIM Electronic drawing files Model files Construction Documents Contract Documents Drawings Specifications Contract Forms Contract Conditions Bid Forms Design Analysis Owners Project Requirements Basis of Design
Cost	
Update estimate of probable cost to incorporate revisions resulting from regulatory approvals: AACE Class 1, Summary Unifomat Level 4, Detail Level 5, BIM LOD 350	Cost Estimate

Activities:	Deliverables:
Presentation, Review, and Approval	
Consultant shall present the work to the Authority	
Consultant shall participate in review meetings as required by the Authority	
Consultant may be required to correct documents and resubmit to Authority prior to receiving NTP to next stage of work.	

2.5.5.6. Activity 6: Ready to Bid

Summary of Work

Incorporate all required regulatory corrections into the documents and all Authority procurement requirements to provide a complete Ready to Bid (RTB) package incorporating all relevant, local, county, state, Federal and Authority requirements.

Activities:	Deliverables:
Management	
Task Updated Documents as required	Task Updated Documents as required
Meet with Authority as required to review status of regulatory approval process and revisions resulting from the regulatory reviews.	Meeting Records
Design	
BIM	
Provide the electronic files in their native format	Electronic drawing files
Model shall represent the facility(s) at LOD 350	Model files
Construction Documents Ready to Bid	
Contract Documents	
Drawings: all drawings complete	Drawings
Specifications: CSI Divisions 0-44 fully edited	Specifications
Contract Forms: complete	Contract Forms
Contract Conditions: complete	Contract Conditions
Bid Forms: complete	Bid Forms
Design Analysis	
Owners Project Requirements: complete	Owners Project Requirements
Final Basis of Design: complete	Basis of Design
Cost	
Provide a final estimate of probable cost AACE Class 1, Summary Uniformat Level 4, Detail Level 5, BIM LOD 350	Cost Estimate
Presentation, Review, and Approval	
Consultant shall present the work to the Authority	
Consultant shall participate in review meetings as required by the Authority	
Consultant may be required to correct documents and resubmit to Authority prior to receiving NTP to next stage of work.	

2.5.6. Task 4- Bid Support

Task Summary:

Consultant shall assist the Authority during the Bidding and Negotiation to procure a construction Contractor.

Task Goals:

Successfully bid the construction work and procure a contractor capable of completing the work and working with the Authority

Task Objectives:

Address Bidders questions

Support the Authority, as a Subject Matter Expert, in evaluating Bidders to determine if they understand the documents, have the capability to complete the work, have the management structures in place to meet Authority’s delivery requirements

2.5.6.1. Activity 1: Design Support

Activity Summary

Provide responses to questions related to the design

Activities:	Deliverables:
Prepare responses to Bidder’s Inquiries	Inquiry responses
Prepare Addendums	Addendums
Support Authority in addressing issues regarding the design and bidding	Meeting records

2.5.6.2. Activity 2: Meetings

Activity Summary

Attend all meetings required to bid the work

Activities:	Deliverables:
Lead Prebid Conference	Prebid
Present project	Presentation Materials
Respond to comments	
Prepare Prebid Meeting Records	Meeting Records
Lead Site(s) Visit	Site(s) Visit
Walk Site(s) Visit attendees in and around site(s)	Presentation Materials
Respond to comments	Meeting Records
Prepare Site(s) Visit Records	
Support Bid Evaluation	Bid Evaluation
Support the Authority, as a Subject Matter Expert, in evaluating bids	Presentation Materials Meeting Records

2.5.6.3. Activity 3: As Bid Documents

Activity Summary:

Anticipated activities may include the following:

Exhibit A: Scope of Work

Activities:	Deliverables:
Incorporate all design corrections and clarifications issued during Bid Phase into the Design Documents and BIM	Bid Forms Contract Forms Contract Conditions Drawings Specifications Addendums Contract Modifications Owners Project Requirements Basis of Design

2.5.7. **Task 5 - Design support services during construction**

Task Summary:

- Support the Authority to ensure the project is constructed in accordance with the contract documents and regulatory requirements.
- The Authority will procure a Project Construction Manager (PCM) who will act as the Authority’s agent during construction.
- The PCM will observe the work, monitor and report progress, address deficiencies, and review submittals.
- The Consultant’s activities are limited to
 - Responding to questions, Change Requests and Requests for Information
 - Providing design revisions and supplemental information
 - Reviewing submittals the PCM is unable to address
 - Site(s) observation at the request of the Authority
 - Shell and Core Substantial Completion evaluation
 - Shell and Core Certificate of Occupancy support

Task Goals:

Ensure the work being constructed meets the design intent and Authority’s expectations

Task Objectives:

- Prompt resolution of issues
- Meet Authority’s schedule for Facility(s) handover
- Meet Authority’s Facility(s) performance requirements

2.5.7.1. **Activity 1: Request for Information (RFI) Responses**

Activity Summary

Anticipated activities may include the following:

Activities:	Deliverables:
Where the PCM and Authority cannot address an RFI and/or where the RFI requires a revision to the As Bid Documents, the Consultant shall prepare a response including are required information as required.	Change Request and Request for Information responses Design clarifications and revisions Revised design documents Interpretations and clarifications

2.5.7.2. Activity 2: Submittal Review

Activity Summary

Anticipated activities may include the following:

Activities:	Deliverables:
Where the PMC and Authority cannot evaluate a Submittal or where there is a regulator requirement, the Consultant shall review	Submittal review documents with comments and corrections as required

2.5.7.3. Activity 3: Site(s) Observation

Activity Summary

Anticipated activities may include the following:

Activities:	Deliverables:
At the Authority’s direction the Consultant shall visit the site(s) to attend on-site(s) meetings and/or to view construction as required to support the Authority, the PCM, and the Contractor in addressing design issues.	Site(s) Observations Reports Supporting documentation i.e. photographs etc.

2.5.7.4. Task 5- Activity 4: Shell and Core Substantial Completion evaluation:

Activity Summary

Anticipated activities may include the following:

Activities:	Deliverables:
At the direction of the Authority the Consultant shall visit the site(s) to inspect the work for defects and/or incomplete items that require correction by the Contractor prior to the Authority’s acceptance of the Facility(s).	Punch list Correction Reports Substantial Completion documentation

2.5.8. Task 6- Design support services during commissioning

Task Summary:

- At the completion of construction for the Shell and Core and again at the end of the Operators Integration Fit-out the Consultant shall provide support for commissioning activities.
- The Commissioning Agent(s) (CxA(s)) shall be procured by the Authority.
- Shell and Core commissioning results in a properly operating Facility(s) ready for the Operator to fit out the Facility(s) including install their fixtures, furnishing, equipment, software, and test the building for passenger.
- Integrated Facility(s) Commissioning results in a properly operating Facility(s) including all Operator fit-out and the Facility(s) is ready for passenger revenue operations

Task Goals:

- Ensure the facility(s) are functioning correctly and as designed
- Facility(s) are handed over to Operator
- Operator is capable of maintaining and operating the Facility(s)

Task Objectives:

- All systems are tested and balanced (TAB)
- All systems are functioning within design parameters
- All regulatory and legal requirements are satisfied to all the Contractor to transfer ownership to the Authority including, but not limited to:
 - Substantial Completion
 - Certificate of Occupancy
 - Release of liens
 - Other, as required
- All legal requirements are satisfied to allow the Authority to handover the Facility(s) to the Operator.
- All systems are functioning correctly together Operator is trained on Maintenance and Operations (M&O)
- M&O documents are completed and verified against the operations and equipment

2.5.8.1. Activity 1: Shell and Core Commissioning (Cx)

Activity Summary

All building systems and the building envelope

Activities:	Deliverables:
Coordinate work with CxA(s)	CxA(s)and PCM reports comments
Respond to CxA(s)questions	Consultant Site(s) Observation Records
Correct documents as required	Corrected Documents
Assist in development, coordination, and review of O&M Manuals	Review Reports Redline comments
Review and comment on CxA(s)plans, procedures and results reports	Review Reports Redline comments
Assist in Shell and Core handover to Operator activities	Reports

2.5.8.2. Activity 2: Integrated Facility(s) Commissioning

Activity Summary

Fixtures, furnishings, equipment, operational interfaces i.e. paging, AV, wayfinding, etc.

Activities:	Deliverables:
Coordinate work with CxA(s)	CxA(s) and PCM reports comments
Respond to CxA(s) questions	Consultant Site(s) Observation Records
Correct documents as required	Corrected Documents
Review and comment on CxA plans, procedures and results reports	Review Reports Redline comments
Participate in test operations	Reports
Assist in development, coordination, and review of O&M Manuals	Review Reports Redline comments

2.5.8.3. Activity 3: Project Closeout

Activity Summary

Anticipated activities may include the following:

Exhibit A: Scope of Work

Activities:	Deliverables:
Support Contractor with review and coordination of As-built documents	Review Reports Redline comments
Contractor may engage Consultant under a separate Agreement to prepare the As-Built Documents	

2.5.9. **Task 7- Other Services**

Task Summary:

The Authority may require the Consultant to provide similar design services at other station locations.

Task Goals:

To provide the Authority the ability to engage the Consultant in other related work as required to advance the Program.

Task Objectives:

Anticipated activities may include the following:

Activities:	Deliverables
To be Determined	To be Determined

3.0 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.

4.0 TERM

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

5.0 AMENDMENT

5.1 This Agreement may be modified by contract amendment with mutual consent of the parties as to scope, time, amount, and other provisions to the extent allowable by 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 approved by the Contract Manager. 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 notification to proceed 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 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 Exhibit C: GTC-610. If this provision conflicts with the Exhibit C: GTC-610, the terms of the Exhibit C: GTC-610 control over the terms of this clause.

EXHIBIT B: BUDGET AND PAYMENT PROVISIONS

1.0 BUDGET CONTINGENCY CLAUSE

- 1.1 It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the successful Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provision of this Agreement.
- 1.2 After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Consultant to reflect the reduced amount.
- 1.3 This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

2.0 INVOICING AND PAYMENT

- 2.1 For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority 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 subcontractors 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

2.1.4. The Consultant shall also submit (electronically) one additional copy of 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.

3.0 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 2.0 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. Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.

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 subcontractor services and expenses invoiced for payment under this Agreement.

3.2.6. Receipts for travel, including departure and return times.

- 3.2.7. By work plan category or task (as specified in 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. 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. Subcontractors' and vendors' invoices.

4.0 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.
- 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.

5.0 COST PRINCIPLES

- 5.1 The Consultant agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the 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 19, are subject to repayment by the Consultant to the Authority.
- 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.

6.0 PROMPT PAYMENT ACT

- 6.1 Payment will be made in accordance with, and within the time specified in, Government Code Chapter section 927, *et seq.*

7.0 EXCISE TAX

- 7.1 The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Consultant. The Authority will only pay for any state or local

sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

8.0 INVOICE DISPUTES

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

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

1.0 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.

2.0 SUBCONTRACTS

- 2.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Consultant of his or her responsibilities and obligations under this Agreement. The Consultant agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Consultant. The Consultant's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Consultant. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- 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 subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- 2.5 Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.
- 2.6 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 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 contract.
- 2.7 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)).

- 2.8 The monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information:
- 2.8.1. Name of each small business participating under the respective contract.
 - 2.8.2. Type of work assignment designated to each small business.
 - 2.8.3. The eligible dollars committed to each small business.
 - 2.8.4. The eligible dollars invoiced to each small business during the reporting period.
 - 2.8.5. The dollars invoiced to date for each small business.
 - 2.8.6. The dollars invoiced to the small business as a result of a change order or other cost modification.
 - 2.8.7. The dollars invoiced to date as a percentage of the total commitment to each small business.
 - 2.8.8. The tier hierarchy of each Subcontractor.
 - 2.8.9. An Authorized Consultant's Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per state laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

3.0 CONFIDENTIALITY OF DATA

- 3.1 All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- 3.2 Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Consultant 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 subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.
- 3.4 The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

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

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

4.0 CONFIDENTIALITY CLAUSE

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

4.2 Consultant agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all non-public business-related information, written or oral, disclosed or made available to 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.

5.0 CONFLICT OF INTEREST

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

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

6.0 SETTLEMENT OF DISPUTES

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

6.2 To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section 6.1 above will be decided by the Authority's Chief Program Manager, who may consider any written or verbal evidence submitted by the Consultant. The decision of the Chief Program Manager, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Consultant.

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

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

7.0 TERMINATION

7.1 Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 610, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant.

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

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.

8.0 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.

9.0 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.

10.0 STOP WORK

- 10.1 The Authority's Contract Manager may, at any time, by written notice to the Consultant, require the Consultant to stop all or any part of the work 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 Chief Program Manager 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.

11.0 NONDISCRIMINATION COMPLIANCE

- 11.1 During the performance of this Agreement, the Consultant and its Subcontractors 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.
- 11.4 The Consultant and its Subcontractors 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.

12.0 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 contract, the evaluation shall be prepared on Contract/Consultant Evaluation Sheet, Std. 4. A copy of any negative evaluation for contracts over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.

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

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

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

13.5 "Generated data" is data that the Consultant has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. 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.

13.6 "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 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

1.0 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 November 8, 2016 which is attached hereto as Attachment 1. All documents listed in this Section below are specifically incorporated by reference into this Agreement. In the event of any inconsistencies or ambiguities in this Agreement the following documents shall be used to interpret the Agreement in the order of precedence stated:

1. Terms of this Agreement and any amendments.
2. Approved [e.g. Annual Work Programs/Work Plan/Task Orders].
3. Consultant's SOQ/Proposal dated December 1, 2016.
4. Request for Qualification/Proposals for Fresno Station Design and Related Services dated October 14, 2016, RFQ No. 16-09.

2.0 INDEMNIFICATION

2.1 The following Indemnification Clause is in addition to Section 5 of Exhibit C.

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.

3.0 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.

4.0 STANDARD OF CARE

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

1. The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;
2. The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and

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

5.0 DAMAGES DUE TO ERRORS AND OMISSIONS

- 5.1 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.
- 5.2 When a modification to a construction contract 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.
- 5.3 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.

6.0 LEGAL NOTICE

- 6.1 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.
- 6.2 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:

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

- 6.3 The project representatives identified in Exhibit A, Section 1.0 shall be notified via email when a notice is sent.
- 6.4 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.

7.0 LICENSES AND PERMITS

- 7.1 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.
- 7.2 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.
- 7.3 In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Consultant agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- 7.4 All Subcontractors shall be licensed for the Work they are conducting if licensing would be required of the Consultant for that Work.

8.0 INSURANCE

- 8.1 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.
- 8.2 **Workers' Compensation Insurance**
- The Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1 million.
- 8.3 **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 \$5 million per occurrence and \$5 million 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.

8.4 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 \$1 million combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

8.5 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 \$5 million per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement.

8.6 Other Provisions or Requirements

8.6.1. 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 contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

8.6.2. 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 subcontractors. The Consultant agrees to maintain professional liability insurance for a period of no less than three years after completion of the work.

8.6.3. 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 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.

8.6.4. 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.

8.6.5. 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 subcontractors.

8.6.6. Enforcement of Contract Provisions (non estoppel)

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

8.6.7. 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.

8.6.8. Notice of Cancellation

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.

8.6.9. 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.

8.6.10. 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.

8.6.11. 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.

8.6.12. 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.

8.6.13. 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.

8.6.14. Subcontractors

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

9.0 COMPUTER SOFTWARE

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

10.0 CONTINGENT FEE

- 10.1 The Consultant warrants by execution of this Contract, 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.

11.0 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- 11.1 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 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

1.0 FEDERAL REQUIREMENTS

- 1.1 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 subcontractors 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.
- 1.2 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.

2.0 COMPLIANCE WITH FEDERAL REQUIREMENTS

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

3.0 FEDERAL PROCUREMENT STANDARDS

- 3.1 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.

4.0 FEDERAL LOBBYING ACTIVITIES CERTIFICATION

- 4.1 The Consultant certifies, to the best of its knowledge and belief, that:
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.
 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.
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. 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 subcontractors shall certify and disclose accordingly.

5.0 DEBARMENT AND SUSPENSION

- 5.1 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.
- 5.2 To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Consultant must verify that each subcontractor 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 subcontractor and provide such certifications to the Authority.
- 5.3 The Consultant's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
 3. Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. 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.
- 5.4 Should the Consultant or any subcontractor 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.
- 5.5 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 subcontractor will review the "Excluded Parties Listing System," will

obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

6.0 SITE VISITS

6.1 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 subcontractors under this Agreement, the Consultant shall provide and shall require its subcontractors 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 subcontractor.

7.0 SAFETY OVERSIGHT

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

8.0 ENVIRONMENTAL PROTECTION

The Consultant and any subcontractor 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 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 subcontractor 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.

9.0 CIVIL RIGHTS

The following requirements apply to this Agreement:

9.1 **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 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.

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

9.2.1. **Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor 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 Contractor 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 Contractor agrees to comply with any implementing requirements FRA may issue.

9.2.2. **Age:** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 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.

9.2.3. **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.

- 9.2.4. Drug Abuse: The Consultant also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 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.

10.0 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 subcontractors, 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 subcontractor fails to comply with the reporting and operational requirements contained herein.

11.0 ENFORCEABILITY

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

12.0 PROHIBITION ON USE OF ARRA FUNDS

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

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

The Consultant agrees that in accordance with the Passenger Rail Investment and Improvement Act (PRIIA) of 2008, 49 C.F.R. 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 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:

1. A description of the project;
2. A description of the steel, iron, or manufactured goods not meeting the Buy America requirement;
3. A description of the percentage of U.S. content in the steel, iron or manufactured goods, as applicable;
4. A description of the efforts made to secure the Buy America compliant steel, iron or manufactured goods;
5. 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);
6. 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;
7. Citation to specific waiver categories in 49 U.S.C. Section 24405(a)(2) under which the waiver is sought;
8. Justification supporting the application of the waiver categories cited; and
9. Contact information for the responsible party.

14.0 ACCESS AND INSPECTION OF RECORDS

1. In accordance with ARRA Sections 902, 1514, and 1515, the Consultant agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
 - a. 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
 - b. Interview any officer or employee of the Consultant or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

2. 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 contract, in which case the Consultant agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Consultant shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
3. The Consultant agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. section 552(a).

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

15.0 WHISTLEBLOWER PROTECTION

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

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

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

16.0 FRAUD AND FALSE CLAIMS ACT

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. 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, subcontractor, 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 subcontractor who will be subject to the provisions.

17.0 SEISMIC SAFETY

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

18.0 REPORTING REQUIREMENTS

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

1. The total amount of funds received by the Consultant during the time period defined in the Authority's request;
2. The amount of funds actually expended or obligated during the time period requested;
3. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - a. The name of the project or activity;
 - b. A description of the project activity;
 - c. An evaluation of the completion status of the project or activity; and
 - d. An estimate of the number of jobs created and/or retained by the project or activity.

4. For any contracts or subcontracts equal to or greater than \$25,000:
 - a. The name of the entity receiving the contract;
 - b. The amount of the contract;
 - c. The transaction type;
 - d. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
 - e. The location of the entity receiving the contract;
 - f. The primary location of the contract, including city, state, congressional district, and county;
 - g. The DUNS number, or name and zip code for the entity headquarters, if known;
 - h. A unique identifier of the entity receiving the Agreement and the parent entity of Consultant, should the entity be owned by another; and
 - i. The names and total compensation of the five most highly compensated officers of the company if received:
 - i. 80% or more of its annual gross revenues in Federal awards;
 - ii. \$25,000,000 or more in annual gross revenue from Federal awards and;
 - iii. 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;

- 18.1 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.

19.0 REPRINTS OF PUBLICATIONS

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

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or 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.

20.0 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 contractors 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, 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.

21.0 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.

22.0 SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

23.0 PATENT RIGHTS

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 “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.
- 23.5 “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.

24.0 RIGHTS IN DATA AND COPYRIGHT

- 24.1 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.
- 24.2 The following restrictions apply to all subject data first produced in the performance of this Agreement:

1. Except for its own internal use, the Consultant may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the FRA.
 2. 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.
- 24.3 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" 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.
- 24.4 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.
- 24.5 The Consultant agrees to include the requirements of this section in its lower-tier subcontracts for planning, research, development, or demonstration under the Project.

25.0 SIGNAGE

The Consultant 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)
COST PROPOSAL/RATE SHEET FORM**

(2) Agreement #: HSRXX-XX
 Consultant: _____
 Date: XX/XX/XX
 Page 1 of #

HSR 210 (Rev. 01/2015)

(3)	Fringe Benefit Percentage	General Administrative Percentage		Indirect Rate Percentage
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		Percentage of Escalation Increase	Actual Hourly Rate ³	Hourly Range for Class ⁴
	Straight	Overtime	From	To			
(6)	(7)	(7)	(8)	(8)	(9)	(10)	(11)

1. Costs proposed must comply with 49 CFR, Part 18.
 2. 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.
 3. For named employees enter the actual hourly rate.
 4. 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 Authority review.

1. 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.
2. 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.
3. The Consultant and its Subconsultants are required to provide supporting documentation for all proposed costs and rates.
4. 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 combined 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, 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	X	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 Agreements. 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 Agreement 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 2.1.4.
10. **Actual Hourly Rate** - Where a specific employee is named, provide the “Actual Hourly Rate” and the effective dates of the rate.
11. **Classification Employee(s)** - Identify “Actual Hourly Rate” or the “Hourly Range for Class” rate for that classification.
12. **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 Agreement, 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.

1. 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.
2. If part of the contracted work is to be subcontracted, the Prime Consultant shall submit ODCs for each Subconsultant.
 - a. 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:
 List applicable direct cost items with estimated rates for this Agreement. These rates should be supported with appropriate documentation.
 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.
 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.
 Travel related costs are reimbursed in accordance to State of California travel reimbursement rates and guidelines.



FORMS AND CERTIFICATIONS

Forms

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

Change to Bidder Declaration if this is a state-only funded procurement.

Certificates

- Cert. 1: CCC-307
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/Subconsultant 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:			(Check all that apply below.)		<input type="checkbox"/> \$500K - \$2M
City, State Zip:			Cert. Type	Certification #	
Phone:			<input type="checkbox"/> DBE		<input type="checkbox"/> \$2M - \$5M
Fax:			<input type="checkbox"/> SB		
Tax ID:			Age of Firm:	<input type="checkbox"/> MB	<input type="checkbox"/> > \$5M
Contact Person:				<input type="checkbox"/> DVBE	
Email:					
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			(Check all that apply below.)		<input type="checkbox"/> \$500K - \$2M
City, State Zip:			Cert. Type	Certification #	
Phone:			<input type="checkbox"/> DBE		<input type="checkbox"/> \$2 M-\$5 M
Fax:			<input type="checkbox"/> SB		
Tax ID:			Age of Firm:	<input type="checkbox"/> MB	<input type="checkbox"/> > \$5Mil
Contact Person:				<input type="checkbox"/> DVBE	
Email:					
Name:			<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> < \$500K
Street Address:			(Check all that apply below.)		<input type="checkbox"/> \$500K - \$2M
City, State Zip:			Cert. Type	Certification #	
Phone:			<input type="checkbox"/> DBE		<input type="checkbox"/> \$2M - \$5M
Fax:			<input type="checkbox"/> SB		
Tax ID:			Age of Firm:	<input type="checkbox"/> MB	<input type="checkbox"/> > \$5M
Contact Person:				<input type="checkbox"/> DVBE	
Email:					

(Add rows/pages as needed)

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

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.



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: CCC-307

Please complete and submit the CCC-307 form located at:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.



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 million 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 million or more in the energy sector of Iran and financial institutions that extend \$20 million 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 HSR16-09.

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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-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.
3. 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.
4. Have not within a three-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).

Organization Name, Address, and Telephone

Signature of Person Certifying

Printed Name

Title

Date



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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-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.
3. 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.
4. Have not within a three-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.

**Organization Name,
Address, and Telephone**

Signature of Person Certifying

Printed Name

Title

Date





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 Fresno Station, OCC and Related Design 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:

1. 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.
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 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.
3. 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.

