



# **LOSSAN Rail Corridor Agency**

## **Board Meeting**

### **Agenda**

**Monday, July 21, 2025 at 10:30 a.m.**

#### **Meeting Location:**

OCTA Headquarters (550 S. Main St., Orange)

#### **Board Members**

Fred Jung, OCTA, Chair

Fred Strong, SLOCOG, Vice Chair

Fernando Dutra, Metro

Jewel Edson, NCTD

Katrina Foley, OCTA

Joy Lyndes, SANDAG

Jennifer Mendoza, SDMTS

Paula Perotte, SBCAG

Dana Reed, RCTC

Jess Talamantes, Metro

Jim White, VCTC

Chris Enegren, VCTC, Alternate

David Perry, Metro, Alternate

Jeanne Cantu, Amtrak, Ex-Officio

LaDonna DiCamillo, CHSRA, Ex-Officio

John Gabbard, SCAG, Ex-Officio

Kyle Gradinger, Caltrans, Ex-Officio

#### **Teleconference Locations:**

Whittier City Hall, Admin Committee Room

13230 Penn St.

Whittier, CA

Solana Beach City Hall

635 South Highway 101

Solana Beach, CA

Lemon Grove City Hall

3232 Main St.

Lemon Grove, CA

Kenneth Hahn Hall of Administration, Room 864

500 West Temple St.

Los Angeles, CA 90012



## BOARD MEETING AGENDA

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Goleta City Hall, Room 1  
130 Cremona Dr.  
Goleta, CA

Indian Wells City Hall  
44950 Eldorado Dr.  
Indian Wells, CA

Moorpark City Hall  
323 Science Dr.  
Moorpark, CA

California Department of Transportation  
3390 Lanatt Street, Room B  
Sacramento, California

### **Accessibility**

Any person with a disability who requires a modification or accommodation to participate in this meeting should contact the Los Angeles - San Diego - San Luis Obispo (LOSSAN) Rail Corridor Agency Clerk of the Board, telephone (714) 560-5676, no less than two business days prior to this meeting to enable LOSSAN to make reasonable arrangements to assure accessibility to this meeting.

### **Agenda Descriptions**

Agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board of Directors may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

### **Public Availability of Agenda Materials**

All documents relative to the items referenced in this agenda are available for public inspection at [www.lossan.net](http://www.lossan.net) or through the LOSSAN Clerk of the Board's office at: Orange County Transportation Authority Headquarters (OCTA), 600 South Main Street, Orange, California.

### **Meeting Access and Public Comments on Agenda Items**

Members of the public can either attend in-person or access live streaming of the Board and Committee meetings by clicking this link: <https://lossan.legistar.com/Calendar.aspx>



## BOARD MEETING AGENDA

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### **In-Person Comment**

Members of the public may attend in-person and address the Board of Directors regarding any item within the subject matter jurisdiction of the LOSSAN Rail Corridor Agency. Please complete a speaker's card and submit it to the Clerk of the Board and notify the Clerk regarding the agenda item number on which you wish to speak. Speakers will be recognized by the Chair at the time of the agenda item is to be considered by the Board. Comments will be limited to three minutes. The Brown Act prohibits the Board from either discussing or taking action on any non-agendized items.

### **Written Comment**

Written public comments may also be submitted by emailing them to [lossanclerk@octa.net](mailto:lossanclerk@octa.net), and must be sent by 5:00 p.m. the day prior to the meeting. If you wish to comment on a specific agenda item, please identify the Item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

### **Call to Order**

### **Roll Call**

### **Pledge of Allegiance**

### **Closed Session**

A Closed Session is not scheduled.

### **Special Calendar**

There are no Special Calendar Matters.

### **Consent Calendar (Items 1 through 3)**

All items on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action or discussion on a specific item.

#### **1. Approval of Minutes**

##### ***Recommendations(s)***

Approve the minutes of the June 16, 2025 LOSSAN Rail Corridor Agency Board of Directors meeting.

##### ***Attachments:***

[Minutes](#)



## BOARD MEETING AGENDA

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### 2. **Semiannual Progress Report of the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency 2025 Work Plan**

#### ***Overview***

On February 18, 2025, the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Board of Directors approved the 2025 Work Plan, which highlighted the key initiatives that would be undertaken in support of the 2023 Strategic Plan goals. As part of the implementation of the 2025 Work Plan, progress reports that summarize the status of the tasks being done in support of the annual work plan are provided to the Board of Directors on a semiannual basis. This semiannual progress report provides an update on activities in support of the 2025 Work Plan from January 2025 to June 2025.

#### ***Recommendation(s)***

Receive and file as an information item.

#### ***Attachments:***

[Staff Report](#)

[Attachment A](#)

[Attachment B](#)

### 3. **Approval to Release Request for Proposals for Program Management Consultant Services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency**

#### ***Overview***

Staff has developed a request for proposals to initiate a competitive procurement process to retain a consultant to provide program management consultant services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.

#### ***Recommendation(s)***

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4209 to select a firm to provide program management consultant services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 5-4209 for program management consultant services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.

#### ***Attachments:***

[Staff Report](#)

[Attachment A](#)



## BOARD MEETING AGENDA

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### Regular Calendar

There are no Regular Calendar Matters.

### Discussion Items

#### 4. Temporary Additional Santa Barbara Service Update

##### ***Overview***

Staff will give a verbal update on the temporary Santa Barbara service.

#### 5. Update on San Clemente Emergency Track Stabilization Efforts

##### ***Overview***

Staff will give an update on the San Clemente emergency track stabilization.

##### ***Attachments:***

[Presentation](#)

#### 6. Public Comments

#### 7. Managing Director's Report

#### 8. Board Members' Report

#### 9. Adjournment

The next regularly scheduled meeting of this Board will be held:

**10:30 a.m. on Monday, September 15, 2025**

OCTA Headquarters  
550 South Main Street  
Orange, California



# **MINUTES**

## ***LOSSAN Agency Board of Directors Meeting***

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### **Call to Order**

The June 16, 2025, regular meeting of the Board of Directors of the LOSSAN Rail Corridor Agency was called to order by Chair Jung at 10:30 a.m. at the OCTA Headquarters, 550 S. Main, Orange.

### **Roll Call**

The Clerk of the Board conducted an attendance roll call and announced a quorum present as follows:

Directors Present: Fred Jung, OCTA, Chair  
Fred Strong, SLOCOG, Vice Chair  
Katrina Foley, OCTA  
Jeanne Cantu, Amtrak, Ex-Officio  
LaDonna DiCamillo, CHSRA, Ex-Officio

Via Teleconference: Fernando Dutra, Metro  
Jewel Edson, NCTD  
Joy Lyndes, SANDAG  
Paula Perotte, SBCAG  
Dana Reed, RCTC  
Jim White, VCTC  
Carrie Downey, SDMTS, Alternate  
David Perry, Metro, Alternate

Directors Absent: Jennifer Mendoza, SDMTS  
Jess Talamantes, Metro  
John Gabbard, SCAG, Ex-Officio  
Kyle Gradinger, Caltrans, Ex-Officio

Staff Present: Jason Jewell, Managing Director  
Allison Cheshire, Clerk of the Board Specialist, Senior  
Sahara Meisenheimer, Clerk of the Board Specialist  
Seema Kulkarni, Summer College Intern  
Cassie Trapesonian, General Counsel  
LOSSAN Staff

### **Consent Calendar (Items 1 through 6)**

#### **1. Approval of Minutes**

A motion was made by Vice Chair Strong, seconded by Chair Jung, and following a roll call vote, declared passed 10-0, to approve the minutes of the May 19, 2025 LOSSAN Rail Corridor Agency Board of Directors' meeting.

Director Edson was not present to vote on this item.



## **MINUTES**

### ***LOSSAN Agency Board of Directors Meeting***

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#### **2. Fiscal Year 2024-25 Third Quarter Amtrak Pacific Surfliner On-Time Performance Analysis**

A motion was made by Vice Chair Strong, seconded by Chair Jung, and following a roll call vote, declared passed 10-0, to receive and file as an information item.

Director Edson was not present to vote on this item.

#### **3. Fiscal Year 2024-25 Third Quarter Budget Status Report**

A motion was made by Vice Chair Strong, seconded by Chair Jung, and following a roll call vote, declared passed 10-0, to receive and file as an information item.

Director Edson was not present to vote on this item.

#### **4. Fiscal Year 2024-25 Third Quarter Grant Reimbursement Status Report**

A motion was made by Vice Chair Strong, seconded by Chair Jung, and following a roll call vote, declared passed 10-0, to receive and file as an information item.

Director Edson was not present to vote on this item.

#### **5. Fiscal Year 2024-25 Third Quarter Los Angeles - San Diego - San Luis Obispo Rail Corridor Trends**

A motion was made by Vice Chair Strong, seconded by Chair Jung, and following a roll call vote, declared passed 10-0, to receive and file as an information item.

Director Edson was not present to vote on this item.

#### **6. Fiscal Year 2024-25 Third Quarter Amtrak Pacific Surfliner System Safety and Incident Report**

This item was pulled by Vice Chair Strong for additional information on coordination and participation from local law enforcement agencies with incidents at train depots.

No action was taken on this receive and file as an information item.

### **Regular Calendar**

#### **7. Temporary Additional Santa Barbara Service**

Jason Jewell, Managing Director, provided a report on this item.

A motion was made by Director Lyndes, seconded by Vice Chair Strong, and following a roll call vote, declared passed 11-0, to:



# MINUTES

## *LOSSAN Agency Board of Directors Meeting*

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- A. Authorize the Managing Director to negotiate the terms of an agreement or agreements to subcontract the implementation of additional temporary service in partnership with Metrolink and funded by Ventura County Transportation Commission and the Santa Barbara County Association of Governments, allowing for the temporary use of Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's timeslot while assuring anticipated future expansion of Pacific Surfliner to north of Los Angeles to Santa Barbara, Goleta and San Luis Obispo.
- B. Direct the Managing Director to bring back the agreement(s) necessary for Board approval.

Public comment was received via email from Dennis Story on, June 15, 2025, and provided to the Members prior to the meeting.

### **8. Reinstatement of Checked Baggage Service**

Kristopher Ryan, Chief Finance Officer, provided a presentation.

A motion was made by Director Edson, seconded by Director Dutra, and following a roll call vote, declared passed 11-0, to:

- A. Coordinate with Amtrak to reinstate checked baggage service on the Pacific Surfliner.
- B. Implement a baggage fee of \$10 per checked bag to offset associated service costs.
- C. Approve updates to the Pacific Surfliner baggage policy.

### **Discussion Items**

#### **9. Pacific Surfliner Service Restoration Update**

Jason Jewell, Managing Director, provided a report.

No action was taken on this item.

#### **10. Pacific Surfliner Marketing Update**

Chris Orlando, Deputy Managing Director, provided a presentation.

No action was taken on this item.





**11. Public Comments**

No public comments were received.

**12. Managing Director's Report**

Jason Jewell, Managing Director, reported on the following:

- Service updates
- States for Passenger Rail Coalition in Washinton, D.C.

**13. Board Members' Report**

Director Dutra reported that Metro recently opened the LAX connector.

Director Lyndes provided an update on the following:

- Del Mar Bluffs stabilization project
- SANDAG released the 2025 Regional Plan

Director Perotte reported that the Goleta Train Depot is expected to be completed in 2026.

Director Foley reported on San Clemente corridor issues and connecting train services for the 2028 Olympic Games.

Director Edson reported on Batiquitos Lagoon Double Tracking Project and COASTER ridership update.

Vice Chair Strong reported that he recently met with Connor Torossian, Deputy Assistant Secretary for USDOT.

**14. Closed Session**

A Closed Session was held pursuant to Government Code Section 54957 - Public Employee Evaluation - LOSSAN Managing Director.

There was no report out on this item.

Chair Jung, Vice Chair Strong, and Directors Cantu, DiCamillo, Dutra, Edson, Foley, Lyndes, Perotte, Reed, and White were present for the Closed Session.



# ***MINUTES***

## ***LOSSAN Agency Board of Directors Meeting***

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### **15. Adjournment**

The meeting was adjourned at 11:30 a.m. The next regularly scheduled meeting of this Board will be held:


**10:30 a.m. on Monday, July 21, 2025**

OCTA Headquarters  
550 South Main Street  
Orange, California



**July 21, 2025**

**To:** Members of the Board of Directors

**From:** Jason Jewell, Managing Director 

**Subject:** Semiannual Progress Report of the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency 2025 Work Plan

### **Overview**

On February 18, 2025, the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Board of Directors approved the 2025 Work Plan, which highlighted the key initiatives that would be undertaken in support of the 2023 Strategic Plan goals. As part of the implementation of the 2025 Work Plan, progress reports that summarize the status of the tasks being done in support of the annual work plan are provided to the Board of Directors on a semiannual basis. This semiannual progress report provides an update on activities in support of the 2025 Work Plan from January 2025 to June 2025.

### **Recommendation**

Receive and file as an information item.

### **Discussion**

As part of the approval by the Board of Directors (Board) of the 2023 Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) Strategic Plan, direction was given to utilize the Strategic Plan in the development of an Annual Work Plan. The Annual Work Plan lays out projects that would be undertaken for that calendar year in support of goals included in the Strategic Plan. The Annual Work Plan was not intended to be an exhaustive listing of all tasks that the LOSSAN Agency undertakes during the calendar year, but rather key projects and initiatives that support the LOSSAN Agency's strategic goals.

The Semiannual Progress Report summarizes the status of each objective listed in the Annual Work Plan, highlighting the accomplishments from January 2025 through June 2025. The Report also includes anticipated activities aimed at furthering the objectives in the upcoming period. Detailed information on both

current progress and expected future activities for each objective can be found in Attachment B.

### Semi-Annual Progress Report

One of the LOSSAN Agency's most significant accomplishments during the first half of Calendar Year 2025 was the successful implementation of two additional roundtrips for the Pacific Surfliner between Los Angeles and San Diego. The 11th daily roundtrip entered service on March 31, 2025, followed by the 12th daily round trip on June 16, 2025.

Planning is currently underway for the 13th round trip, with efforts focused on equipment availability and scheduling. These service enhancements represent significant progress toward the goals outlined in the California State Rail Plan and the LOSSAN Agency's Annual Business Plan and Strategic Plan.

In addition, during the first half of Calendar Year 2025, the LOSSAN Agency made progress on other objectives from the work plan. Highlights of achievements during this period include:

- On June 16, 2025, the LOSSAN Board approved the Agency's recommendation to reinstate checked baggage service and implement a per-bag fee structure to support full cost recovery of the service, with an implementation timeline currently targeted for 2025.
- In April, LOSSAN completed a semiannual menu refresh for the onboard Pacific Surfliner Market Café. Planning is already underway for the next semiannual menu refresh scheduled in October 2025, which is expected to comprise of both revisions to the menu and implementation of an updated price list to reflect rising product and operational costs.
- Throughout the first half of 2025, LOSSAN executed partnerships with the Disneyland Resort and the San Diego Zoo, as well as co-branded campaigns with the California Strawberry Festival in Ventura and Wonderfront Festival in San Diego, to enhance connectivity, boost ridership, and improve mobility.

Additional details on milestones which either have been accomplished or are continuous in nature, as well as those which have been extended or delayed, are provided in Attachment B.

***Summary***

A semiannual progress report for the 2025 Work Plan is provided for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Board of Directors to review.

***Attachments***

- A. 2025 LOSSAN Board Goals & Initiatives
- B. 2025 LOSSAN Agency Work Plan Progress Report – January 2025 to June 2025



## MISSION

To be Southern California's premier transportation experience to the state's most desirable destinations.

## VISION

To be the foundation of Southern California rail travel, fully integrated with our transit partners, and helping travelers create lifelong memories by:

- Providing a high-quality customer experience;
- Achieving world class operations; and
- Ensuring long-term sustainability.

# 2025 LOSSAN Board Goals & Initiatives

## MAXIMIZE CUSTOMER FOCUS

### Improving User Experience

- Work with Amtrak to complete wayfinding signage update at stations
- Review and adjust Café Car menu to prioritize locally sourced products, coordinating with Amtrak on biannual menu refreshes that showcase local and regional products, and implementing enhancements throughout the year, as needed
- Develop and implement marketing strategies to increase ridership with a focus on retaining current customers and attracting new riders
- Continue to work with Amtrak on identifying solutions to offer checked baggage services in a cost effective and efficient way
- Develop initiatives to enhance the on-board experience for customers

### Integrating with Destinations

- Focus on planning efforts for major upcoming events, including the LA28 Olympics and World Cup, by coordinating with Amtrak and regional stakeholders
- Build partnerships with venues, convention and visitor bureaus, universities and schools, cities, counties, and other corridor stakeholders to enhance connectivity, boost ridership, and improve mobility

### Integrating with Transportation Partners

- Work with regional partners and stakeholders to develop regional fare products and programs that provide rail flexibility and equitable farebox recovery

### Maintaining Sustainable Fares

- Advance implementation of demand pricing pilot
- Assess current fare structure to ensure it meets Agency financial and operating objectives



## OPTIMIZE OPERATIONS OF PACIFIC SURFLINER SERVICE

### Expanding Service

- Coordinate with Amtrak, Caltrans, and JPA partners to implement strategic service level increases that support long-term service goals consistent with the State Rail Plan and the LOSSAN Agency Strategic Plan

### Providing Better System Performance

- Complete the final design of the Central Coast Layover Facility
- Advance designs of the Goleta Layover Facility expansion and the Leesdale Siding, coordinating with project stakeholders

- Coordinate with transportation partners and stakeholders to promote rail safety and improve reliability

### Improving Regional Connectivity

- Implement the Federal Corridor Identification and Development Program with Caltrans by coordinating corridor-wide efforts with key stakeholders
- Review existing rail interoperability services and explore additional opportunities, focusing on a seamless rider experience, financial sustainability, operational impact, and overall alignment with organizational goals



## PRIORITIZE BUSINESS SUSTAINABILITY

### Being Fiscally Responsible

- Create mid- to long-term financial plan to address future funding needs
- Develop and implement a plan for generating advertising revenue through train wraps and other onboard assets

### Being Leaders in Business Management

- Research and leverage federal and state operating and capital funding opportunities that support LOSSAN Agency goals
- Maintain sound financial and business management practices, including utilizing key business and performance metrics to drive decisions

### Supporting Equity and Inclusion

- Expand multilingual marketing efforts to ensure equitable access to the Pacific Surfliner
- Improve accessibility at stations by implementing the signage improvement plan

### Being Environmentally Conscious

- Support coastal rail protection and sustainability efforts along the LOSSAN Corridor including opportunities for streamlining project permitting
- Participate as a key stakeholder in the SB1098 working group to address corridor sustainability and improvements

## 2025 LOSSAN Agency Work Plan Progress Report – January 2025 to June 2025

### INITIATIVE: MAXIMIZE CUSTOMER FOCUS

Goal: Improving User Experience

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Work with Amtrak to complete wayfinding signage update at stations.	Coordinate with Amtrak to ensure consistency in signage plan for each station.	Ongoing	On-Target	The LOSSAN Agency nearing the completion of the installation of new signage at Camarillo Station and will next work on Anaheim ARTIC Station.
	Support Amtrak through coordination in an effort to address ADA deficiencies at stations.	Ongoing	On-Target	The LOSSAN Agency is acting in the capacity of a support role as required by Amtrak.
Review and adjust Cafe Car menu to prioritize locally sourced products, coordinating with Amtrak on biannual menu refreshes that showcase local and regional products, and implementing enhancements throughout the year, as needed.	Execute semiannual menu refreshes in April and October.	October 2025	On-Target	The April 2025 menu refresh was executed successfully on April 2, 2025, and planning is already underway for the October 2025 menu refresh.



Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Review and adjust Cafe Car menu to prioritize locally sourced products, coordinating with Amtrak on biannual menu refreshes that showcase local and regional products, and implementing enhancements throughout the year, as needed.	Implement an updated price list to reflect rising product and operational costs.	October 2025	On-Target	Planning is already underway for updating the price list as part of the October 2025 menu refresh.
	Implement a new visual identity for the café Car with updated fonts, color schemes, and visual designs across menus and other customer-facing materials.	October 2025	On-Target	
Develop and implement marketing strategies to increase ridership with a focus on retaining current customers and attracting new riders.	Drive ridership through digital advertising and paid media.	Ongoing	On-Target	In March 2025, LOSSAN implemented an updated digital advertising plan to optimize targeting of new riders.
	Grow and optimize the email marketing channel.	Ongoing	On-Target	
	Increase social media engagement and content output.	Ongoing	On-Target	

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Continue to work with Amtrak on identifying solutions to offer checked baggage services in a cost effective and efficient way.	Coordinate with Amtrak to analyze cost recovery options for implementing checked baggage service, including development of a per-bag fee structure.	July 2025	On-Target	At its June 2025 meeting, the LOSSAN Board approved reinstating checked baggage service and implementing a per-bag fee. LOSSAN is currently working with Amtrak to establish an implementation date.
Develop initiatives to enhance the on-board experience for customers.	Implement a standardized set of evergreen questions for all online passenger surveys to consistently measure satisfaction over time	March 2025	Completed	Initial set of questions implemented on-schedule, periodic refinements of questions to follow throughout the rest of the year.
	Assess the feasibility of an onboard entertainment platform for passengers and initiate procurement if implementation is warranted.	November 2025	On-Target	

## INITIATIVE: MAXIMIZE CUSTOMER FOCUS

Goal: Integrating with Destinations

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Focus on planning efforts for major upcoming events, including the LA28 Olympics and World Cup, by coordinating with Amtrak and regional stakeholders.	Participate in the LA28 GME Regional Rail Subcommittee Meetings.	Ongoing	On-Target	Actively participating in GME and coordinating with corridor stakeholders.
Build partnerships with venues, convention and visitor bureaus, universities and schools, cities, counties, and other corridor stakeholders to enhance connectivity, boost ridership, and improve mobility.	Build and strengthen relationships with regional partners.	Ongoing	On-Target	Developed comprehensive list of CVBs and initiated outreach.
	Collaborate on co-branded marketing and event campaigns.	Ongoing	On-Target	Executed co-branded campaigns with the California Strawberry Festival in Ventura, Wonderfront Festival in San Diego, and others.
	Market the Pacific Surfliner to major destinations.	Ongoing	On-Target	Active partnerships with both the Disneyland Resort and the San Diego Zoo.

## INITIATIVE: MAXIMIZE CUSTOMER FOCUS

Goal: Integrating with Transportation Partners

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Work with regional partners and stakeholders to develop regional fare products and programs that provide rail flexibility and equitable farebox recovery.	Participate in State-led fare integration discussions and collaborate with regional partners to evaluate fare media options and develop flexible, equitable regional fare products. Coordinate with CalSTA and Caltrans on statewide efforts to implement integrated fare systems through initiatives like Cal-ITP.	Ongoing	On-Target	LOSSAN Agency is actively participating as a founding member of the California Rail Payments Alliance, led by CalSTA.

## INITIATIVE: MAXIMIZE CUSTOMER FOCUS

Goal: Maintaining Sustainable Fares

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Advance implementation of demand pricing pilot.	Coordinate with Amtrak to resolve technical and operational issues related to implementation of demand-based pricing.	July 2025	On-Target	LOSSAN is in ongoing discussions with Amtrak to resolve any remaining issues to allow the demand pricing pilot to move forward to the next phase of planning and implementation.
	Work with Amtrak to define reserved seating enforcement policies and assess feasibility of phased implementation.	September 2025	On-Target	LOSSAN is currently working with Amtrak to develop a plan for transitioning to fully reserved coach seating. This would serve as the first step in implementing the demand pricing pilot.

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Advance implementation of demand pricing pilot.	Evaluate options to integrate Metrolink and NCTD cross-honoring into the Amtrak reservation system, including use of the RideReserve platform.	December 2025	On-Target	Amtrak is in the process of replacing its current ticketing and reservation system, with the new system expected to be operational by 2027. In the interim, Amtrak is advancing the RideReserve initiative to support cross-honor riders from Metrolink and COASTER on Pacific Surfliner's all-reserved service. While final deployment timelines and system capabilities are still being confirmed, Amtrak staff have indicated a target implementation by late 2025 or early 2026. LOSSAN will continue to coordinate with Amtrak on integration options as more details become available.
Assess current fare structure to ensure it meets Agency financial and operating objectives.	Coordinate with Amtrak to determine feasibility of short-term fare structure changes and document recommended interim adjustments.	June 2025	Completed	LOSSAN has been coordinating with Amtrak on potential short-term fare changes. It was determined that postponing these changes until the demand pricing pilot is implemented will avoid placing multiple fare adjustments on passengers in a short period and help maintain a positive impression.

## INITIATIVE: OPTIMIZE OPERATIONS OF PACIFIC SURFLINER SERVICE

Goal: Expanding Service

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Coordinate with Amtrak, Caltrans, and JPA partners to implement strategic service level increases that support long-term service goals consistent with the State Rail Plan and the LOSSAN Agency Strategic Plan.	Implement 11th, 12th and 13th roundtrips between Los Angeles and San Diego.	December 2025	On-Target	Implemented 11 <sup>th</sup> round trip on March 31 <sup>st</sup> and 12 <sup>th</sup> round trip on June 16 <sup>th</sup> . Schedule and equipment planning for 13 <sup>th</sup> round trip underway.

## INITIATIVE: OPTIMIZE OPERATIONS OF PACIFIC SURFLINER SERVICE

Goal: Providing Better System Performance

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Complete the final design of the Central Coast Layover Facility.	Continue to hold regular, bi-weekly meetings with Design Consultant to ensure project is progressing on schedule and on budget.	September 2025	On-Target	These meetings will end once the design phase is complete.
	Update project status dashboard with critical data relating to budget and schedule on a monthly basis and make it available to upper management.	On-going	On-Target	These updates have been submitted on a regular monthly basis since January 2025. These are Design Phase focused. An overall project dashboard is being developed and will take over after the design phase is complete.
	Track project risks and lessons learned on a regular basis. Develop strategies to mitigate and manage risk. Develop recovery plans/schedules should additional, unforeseen work be required.	On-going	On-Target	A risk register was developed earlier this year. These will be refined on a quarterly basis. Registers for "lessons learned" are still in development.



Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Advance designs of the Goleta Layover Facility expansion and the Leesdale Siding, coordinating with project stakeholders.	For Goleta, develop plan for alternative sites since existing location is not conducive for UPRR maintenance access. Develop Evaluation Criteria for these sites, score and rank them, and make decision on which site to move forward on keeping UPRR in the loop throughout the process.	July 2025	On-Target	Plan for alternative sites has been underway and conceptual layouts have been prepared. Additional alternatives are being prepared along with Rough Order of Magnitude cost estimates. Discussion on Evaluation Criteria has begun.

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Advance designs of the Goleta Layover Facility expansion and the Leesdale Siding, coordinating with project stakeholders.	For Leesdale, continue to hold regular, bi-weekly meetings with Design Consultant and make updates to project dashboard to ensure project is progressing on schedule and on budget. Also hold a broader bi-annual meeting for all stakeholder parties involved.	March 2026	On-Target	Bi-weekly meetings are continuing and will continue through the Anticipated Completion Date. The next bi-annual meeting is anticipated in the next couple of months.
	For Leesdale, track project risks and lessons learned on a regular basis. Develop strategies to mitigate and manage risk. Develop recovery plans/schedules should additional, unforeseen work be required.	On-going	On-Target	A risk register was developed earlier this year. These will be refined on a quarterly basis. Registers for “lessons learned” are still in development.
Coordinate with transportation partners and stakeholders to promote rail safety and improve reliability.	Reestablish partnership with Operation Lifesaver.	September 2025	On-Target	Initiated 2025 partnership with Operation Lifesaver for Rail Safety Month, including targeted outreach within the corridor in September 2025.

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Coordinate with transportation partners and stakeholders to promote rail safety and improve reliability.	Expand placement of mental health awareness signage.	September 2025	On-Target	The LOSSAN Agency will identify new locations for signage placement during Summer 2025.

## INITIATIVE: OPTIMIZE OPERATIONS OF PACIFIC SURFLINER SERVICE

Goal: Improving Regional Connectivity

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Implement the Federal Corridor Identification and Development Program with Caltrans by coordinating corridor-wide efforts with key stakeholders.	Participate in state and federal Corridor ID planning processes.	Ongoing	On-Target	Participating in regular meetings with Caltrans, FRA, and other stakeholders.
Review existing rail interoperability services and explore additional opportunities, focusing on a seamless rider experience, financial sustainability, operational impact, and overall alignment with organizational goals.	Conduct evaluation of the Rail 2 Rail program, including codeshare pilot with Metrolink north of Los Angeles, to determine effectiveness and feasibility of expansion to other segments of the corridor.	July 2025	On-Target	Evaluation of the Rail 2 Rail program and Metrolink codeshare pilot is currently underway, which is focused on effectiveness, feasibility, and alignment with potential demand-based pricing. The Metrolink agreement was renewed in June 2025, and renewal of the agreement with NCTD is currently being pursued.

## INITIATIVE: PRIORITIZE BUSINESS SUSTAINABILITY

Goal: Being Fiscally Responsible

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Create mid- to long-term financial plan to address future funding needs.	Develop 5-year financial forecast for operations and capital projects.	September 2025	In Development	Work has continued to progress on complex models that will provide a long-term forecast for Pacific Surfliner operations and capital expenses. These models encompass every forecasted cost category from Amtrak operating, Administrative, and marketing costs.
	Creation of cash flow models based on historical information, service projections and other macro-economic assumptions.	September 2025	In Development	Development of these cash flows is ongoing, with work expected to be completed by September 2025. Significant progress has been made. Once complete, testing will be completed to ensure models are working properly for decision making purposes.
Develop and implement a plan for generating advertising revenue through train wraps and other onboard assets.	Release an RFP to bring on a vendor to provide advertising services.	November 2025	On-Target	The scope of work is currently in development and undergoing internal review.

## INITIATIVE: PRIORITIZE BUSINESS SUSTAINABILITY

Goal: Being Leaders in Business Management

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Research and leverage federal and state operating and capital funding opportunities that support LOSSAN Agency goals.	Coordinate with stakeholders and member agencies to leverage funding opportunities.	Ongoing	On-Target	This is an ongoing business process. LOSSAN staff has done incredible work in leveraging funding opportunities, while working with external stakeholders and member agencies. Examples include the R&E grant – through coordination with Caltrans (\$27.2 million), 2024 TIRCP, through coordination with the CRCC (\$26.2 million), and 2022 SCCP through collaboration with VCTC (\$43.5 million).
Maintain sound financial and business management practices, including utilizing key business and performance metrics to drive decisions.	Develop a centralized KPI dashboard using Power BI to improve internal visibility of financial and operational performance metrics.	December 2025	On-Target	This project is currently in process. Staff is working to develop and manipulate large data sets to produce KPI information that will be very useful for decision making purposes, while also used to evaluate the best use of operational and capital funding. These are all new processes that will take time to develop correctly.

Maintain sound financial and business management practices, including utilizing key business and performance metrics to drive decisions.	Maintain and enhance internal datasets to support data-driven decision-making and expand tracking of key business indicators.	December 2025	In Development	Staff are working with Amtrak to see what additional datasets are available for LOSSAN use. Once this is determined, LOSSAN staff will compile new information, along with information currently gathered, to maximize the key indicators provided to executive management.
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## INITIATIVE: PRIORITIZE BUSINESS SUSTAINABILITY

Goal: Supporting Equity and Inclusion

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Expand multilingual marketing efforts to ensure equitable access to the Pacific Surfliner.	Deploy evergreen Spanish language advertising.	November 2025	In Development	Developed multicultural outreach plan as part of the field marketing contract. Implementing Spanish-language advertising. In May 2025, the LOSSAN Board approved a Limited English Proficiency Plan, which will be implement by December 2025.
Improve accessibility at stations by implementing the signage improvement plan.	Develop station-specific signage plans.	March 2026	On-Target	Using available satellite imagery and field photographs to develop basemaps for signage drawings.
	Complete standard signage template designs for consistency between stations.	March 2026	On-Target	Ongoing coordination with Amtrak to ensure consistency with Pacific Surfliner signage



## INITIATIVE: PRIORITIZE BUSINESS SUSTAINABILITY

Goal: Being Environmentally Conscious

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Support coastal rail protection and sustainability efforts along the LOSSAN Corridor including opportunities for streamlining project permitting.	Coordinate with railroad owners and stakeholders on support and implementation of coastal rail protection projects along the corridor.	Ongoing	On-Target	Recurring meetings were held with SANDAG on Del Mar Phase 5, resulting in the execution of the first cooperative agreement for reimbursement of bus bridge and support costs during work windows. Regular coordination with OCTA and Metrolink on the San Clemente rail protection project led to the execution of a cooperative agreement for reimbursement of bus bridge costs. Coordination also continued with Union Pacific Railroad on the implementation of rail resiliency projects and protection measures on the northern end of the corridor, including completion of the Surfin' Cowboy project and ongoing work at Honda Bluffs and Hollister Ranch.
	Support legislation and funding efforts to advance resilient infrastructure and service improvements, including streamlining permitting for high-risk areas in the corridor.	Ongoing	On-Target	Provided letter of support for Federal RAISE grant funding to support the North Oceanside Double Track Project. Coordinating review and position on SB 741 with the government relations team.

Objective	Supporting Activities	Anticipated Completion Date	Status	Notes
Participate as a key stakeholder in the SB1098 working group to address corridor sustainability and Improvements.	Attend 1098 Stakeholder meetings and actively participate in the planning process.	December 2025	On-Target	



**July 21, 2025**

**To:** Members of the Board of Directors

**From:** Jason Jewell, Managing Director 

**Subject:** Approval to Release Request for Proposals for Program Management Consultant Services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency

### **Overview**

Staff has developed a request for proposals to initiate a competitive procurement process to retain a consultant to provide program management consultant services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.

### **Recommendations**

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4209 to select a firm to provide program management consultant services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 5-4209 for program management consultant services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.

### **Discussion**

Since 2016, the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) has secured approximately \$545.3 million in competitive and formula grant funding from state grant agencies to deliver programs, projects, and services to improve mobility along the LOSSAN rail corridor.

In April 2021, the LOSSAN Agency Board of Directors (Board) approved the selection of a program management consultant (PMC) for a period of up to five years to support the LOSSAN Agency's capital project development and planning efforts. The current contract will end on March 31, 2026.

Current projects that the LOSSAN Agency is leading and for which the PMC is providing support include the design and construction of new or expanded layover and maintenance facilities for the Pacific Surfliner in San Luis Obispo and Goleta; new or expanded passing siding tracks in Summerland (Ortega) and Leesdale; as well as providing support to other LOSSAN funded efforts but being led by other agencies such as the grade separated pedestrian undercrossing at the Camarillo Station and other state of good repair and coastal resiliency efforts along the corridor. The PMC also assisted in the development of the LOSSAN Strategic Plan and is supporting planning efforts related to thruway bus route analyses. Future planned projects or efforts may include build-out of new maintenance and layover facilities, track and station improvements, facility rehabilitation projects, equipment overhauls, fleet planning, and other planning or analysis efforts that will benefit passenger rail service and system safety.

The LOSSAN Agency is seeking a qualified PMC team to continue assisting in the planning, management and delivery of these projects or efforts through various phases, including analyses, project oversight, environmental clearance, engineering, right-of-way acquisition, and construction activities. The LOSSAN Agency is obligated to deliver these projects consistent with the programmed funding and within scope, schedule, and budget. The selected PMC will provide technical expertise and staff assistance to help manage the LOSSAN Agency's development of capital projects and support various planning and analysis efforts.

This procurement will leverage the use of available administrative and appropriate grant funding to support grant-funded projects and is designed to meet federal funding requirements, which will allow staff to apply for federal funds, and thereby reduce future use of state-supplied administrative funding.

### ***Procurement Approach***

Board approved contracting and procurement policy requires that the Board approve the release of any request for proposals (RFP) over \$100,000 and approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weights, which will be used to evaluate the proposals received in response to the RFP. The proposed evaluation criteria and weights are as follows:

- |                                     |            |
|-------------------------------------|------------|
| • Qualifications of the Firm        | 35 percent |
| • Staffing and Project Organization | 40 percent |
| • Work Plan                         | 25 percent |

In developing the criteria weightings, several factors were considered. Staff assigned 35 percent to the qualifications of the firm, which must be knowledgeable in the specific areas identified in the scope of work and capable of supporting the necessary level of effort over the term of the contract. Forty percent is assigned to the staffing and project organization criteria, as the project managers, subconsultant teams, and key team members must demonstrate their experience in working with the railroads, as well as local regulatory and environmental agencies. Additionally, the staff's ability to manage and support a variety of planning efforts and capital programs along the LOSSAN rail corridor is critical to timely project delivery or funding deadlines. The work plan is assigned a lower weight of 25 percent as the work will be directed and provided by the LOSSAN Agency. As this is an architectural and engineering procurement, price is not an evaluation criterion pursuant to state and federal laws.

The selected firm and subconsultants will be precluded, for the term of the contract, from proposing on engineering, technical services, and/or construction-related work for projects which the firm and subconsultants would oversee on behalf of the LOSSAN Agency.

This RFP will be released upon Board approval of these recommendations. The anticipated resulting agreement will be for an initial term of three years, with a two-year option term.

#### **Fiscal Impact**

Funding for the contract is in the LOSSAN Agency's fiscal year (FY) 2025-26 budget. Funding for subsequent years will be included in proposed budgets through the annual business plan process. Actual expenditures will be adjusted to be aligned with annual funding amounts approved by the California State Transportation Agency.

#### **Summary**

Board of Directors' approval is requested to release Request for Proposals 5-4209 for program management consultant services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency, as well as approval of evaluation criteria and weightings.

***Attachment***

- A. Draft Request for Proposals (RFP) 5-4209, Program Management Consultant Services for the LOSSAN Agency

**Prepared by:**

A handwritten signature in cursive script, reading "David Berryman".

David Berryman  
Capital Program Manager  
714-560-5681

**DRAFT REQUEST FOR PROPOSALS (RFP) 5-4209**

**PROGRAM MANAGEMENT CONSULTANT  
SERVICES FOR THE LOSSAN AGENCY**



**ORANGE COUNTY TRANSPORTATION AUTHORITY  
ON BEHALF OF THE LOSSAN AGENCY**

**550 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
(714) 560-6282**

**Key RFP Dates**

<b>Issue Date:</b>	<b>July 21, 2025</b>
<b>Pre-Proposal Conference Date:</b>	<b>July 30, 2025</b>
<b>Question Submittal Date:</b>	<b>August 1, 2025</b>
<b>Authority Responses:</b>	<b>August 8, 2025</b>
<b>Proposal Submittal Date:</b>	<b>August 20, 2025</b>
<b>Interview Date:</b>	<b>September 30, 2025</b>

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July 21, 2025

## **NOTICE OF REQUEST FOR PROPOSALS**

### **(RFP): 5-4209: “PROGRAM MANAGEMENT CONSULTANT SERVICES FOR THE LOSSAN AGENCY”**

On behalf of the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide program management consultant services. Consultant will function as an extension of staff to help with managing the growing responsibilities of the LOSSAN Agency and a capital program that is currently valued at approximately \$500 million, as described in the attached Exhibit A Scope of Work.

To prevent potential conflicts of interest, the following prohibitions apply to this solicitation:

Offeror(s) are advised that the prime consultant firm and all subconsultants (at any tier) the firm, awarded the contract for this solicitation, will be precluded from participating (at any tier) on any engineering, technical services and/or construction-related work for projects which they will be overseeing on behalf of LOSSAN Agency.

Furthermore, Offeror(s) are advised that the evaluation of conflicts of interest situations with regards to team composition will be done on a case-by-case basis when such evaluation is requested prior to submitting a proposal.

**Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.**

Offerors are advised that by signing their proposal, they are certifying that they and their subconsultants are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Offerors are advised that all Consultant proposals and supporting documents for the project contract are subject to audit or review by the California Department of Transportation (Caltrans) or the Federal Highway Administration (FHWA). The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Authority's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the agreement by this reference if directed by the Authority at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

In response to Caltrans' audit/review requirements, Offeror and all their subconsultants will be required to submit, after award of contract, Caltrans' form titled "Certification of Indirect Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit F. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Gilbert Angon**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Gilbert Angon**

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O.

Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

Firms interested in obtaining a copy of this Request for Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 5-4209, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Consultant Services - Transportation Planning Environmental Consulting
Professional Services	Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - General Engineering - Right of Way Engineering - Structural Engineering Drawings Environmental - Architectural Impact Studies, Environmental Railroad; Rapid Transit; Monorail - Architectural
Construction	Construction Management Services
Services (General)	Administration of Contracts: Summary of Work, Quality Control, Project Close
Rail Services	Rail - Inspection & Testing Services Rail - Landscaping Services Rail - Property Management Services Rail - Right of Way

Security, Safety & Health  
Equipment

Maintenance  
Rail Systems Operations and  
Management  
Surveillance Systems

A pre-proposal conference will be held on **July 30, 2025, at 10:00 a.m.** at the Authority's Administrative Office, 550 South Main Street, Orange, California 92868, in Conference Room 08.

Participation via teleconference will also be available. Prospective Offerors may join or call in using the following credentials:

- [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ZTFiNGE5MGItNzE5ZC00ODliLTiINzYtMGM2ODU4ZGI0ZmM3%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%22da523135-8add-48f1-94ab-489ef0c78859%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTFiNGE5MGItNzE5ZC00ODliLTiINzYtMGM2ODU4ZGI0ZmM3%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%22da523135-8add-48f1-94ab-489ef0c78859%22%7d)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 383 798 972#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established **September 30, 2025**, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. Seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. Offerors must use the current wage schedules applicable at the time the work is in progress.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

**SECTION I: INSTRUCTIONS TO OFFERORS**

## **SECTION I. INSTRUCTIONS TO OFFERORS**

### **A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **July 30, 2025, at 10:00 a.m.** at the Authority's Administrative Office, 550 South Main Street, Orange, California 92868, in Conference Room 08.

Participation via teleconference will also be available. Prospective Offerors may join or call in using the following credentials:

- [https://teams.microsoft.com/join/19%3ameeting\\_ZTFiNGE5MGItNzE5ZC00ODliLTlINzYtMGM2ODU4ZGI0ZmM3%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%22da523135-8add-48f1-94ab-489ef0c78859%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZTFiNGE5MGItNzE5ZC00ODliLTlINzYtMGM2ODU4ZGI0ZmM3%40thread.v2/0?context=%7b%22Tid%22%3a%221e952f6c-c8fc-4e38-b476-ab4dd5449420%22%2c%22Oid%22%3a%22da523135-8add-48f1-94ab-489ef0c78859%22%7d)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 383 798 972#

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

### **B. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the LOSSAN Agency's objectives.

### **C. ADDENDA**

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

**D. AUTHORITY CONTACT**

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Gilbert Angon, Senior Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560.5687, Fax: 888.404.6282  
Email: gangon@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, subcontractor, lobbyist, or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of the Offeror at the sole discretion of the Authority.

**E. CLARIFICATIONS**

**1. Examination of Documents**

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section D.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

**2. Submitting Requests**

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and received via e-mail at gangon@octa.net no later than 5:00 p.m., on August 1, 2025.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP X-XXXX" in the subject line of the e-mail. The Authority is not responsible for failure to respond to a request that has not been labeled as such.



### 3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than August 8, 2025. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Consultant Services - Transportation Planning Environmental Consulting
Professional Services	Architect Services, Professional Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - General Engineering - Right of Way Engineering - Structural Engineering Drawings Environmental - Architectural Impact Studies, Environmental Railroad; Rapid Transit; Monorail - Architectural
Construction	Construction Management Services
Services (General)	Administration of Contracts: Summary of Work, Quality Control, Project Close
Rail Services	Rail - Inspection & Testing Services Rail - Landscaping Services Rail - Property Management Services Rail - Right of Way Maintenance Rail Systems Operations and Management
Security, Safety & Health Equipment	Surveillance Systems

Inquiries received after 5:00 p.m. on August 1, 2025, will not be responded to.

**F. SUBMISSION OF PROPOSALS**

**1. Date and Time**

Proposals must be received in the Authority's office at or before 2:00 p.m. on August 20, 2025.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

**2. Address**

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
600 South Main Street, (Lobby Receptionist)  
Orange, California 92868  
Attention: Gilbert Angon**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority  
Contracts Administration and Materials Management (Camm)  
P.O. Box 14184  
Orange, California 92863-1584  
Attention: Gilbert Angon, Contract Administrator**

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

**3. Identification of Proposals**

Offeror shall submit one (1) original hard copy of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked as follows: (RFP 5-4209 and "Program Management and Consultant Services for the LOSSAN Agency").

In addition to the above, Offerors shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

**4. Acceptance of Proposals**

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

**G. PRE-CONTRACTUAL EXPENSES**

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

**H. JOINT OFFERS**

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The LOSSAN Agency intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**I. TAXES**

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

**J. PROTEST PROCEDURES**

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

**K. CONTRACT TYPE**

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract with fully burdened labor rates and anticipated expenses for work specified in the Scope of Work, included in the RFP as Exhibit A.

**L. CONFLICT OF INTEREST**

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the LOSSAN Agency; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby LOSSAN Agency staff or the Board of Directors on their behalf.

Offerors hired to perform services for the LOSSAN Agency are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the LOSSAN Agency, either as a prime or subcontractor.

**M. PREVAILING WAGES**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The Offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

**N. CODE OF CONDUCT**

All Offerors agree to comply with the LOSSAN Agency's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

**O. CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

Offeror and all their subconsultants will be required to submit, after award of contract, Caltrans' form titled "Certification of Indirect Costs and Financial Management System", a copy of which is attached to this RFP as Exhibit F. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

**P. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT**

All proposals and documents submitted in response to this RFP shall become the property of the LOSSAN Agency and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the LOSSAN Agency receives a request pursuant to the Act, the LOSSAN Agency will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at

its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The LOSSAN Agency generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the LOSSAN Agency or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The LOSSAN Agency reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

**Q. STATEMENT OF ECONOMIC INTERESTS**

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The LOSSAN Agency determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the LOSSAN Agency's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

**R. PROHIBITION**

To prevent potential conflicts of interest, the following prohibitions apply to this solicitation:

Offeror(s) are advised that the prime consultant firm and all subconsultants (at any tier), awarded the contract for this solicitation, will be precluded from participating (at any tier) on any engineering, technical services and/or construction-related work for projects which they will be overseeing on behalf of LOSSAN Agency.

Furthermore, Offeror(s) are advised that the evaluation of conflicts of interest situations with regards to team composition will be done on a case-by-case basis when such evaluation is requested prior to submitting a proposal.

**SECTION II: PROPOSAL CONTENT**

## **SECTION II. PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

#### **1. Format**

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

#### **2. Letter of Transmittal**

The Letter of Transmittal shall be addressed to Gilbert Angon, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the LOSSAN Agency. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Acknowledgement of receipt of all RFP addenda, if any.
- c. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- d. Signature of a person authorized to bind Offeror to the terms of the proposal.
- e. Signed statement attesting that all information submitted with the proposal is true and correct.

#### **3. Technical Proposal**

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.



Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

**b. Proposed Staffing and Project Organization**

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the resource-allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of LOSSAN Agency's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the LOSSAN Agency's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the LOSSAN Agency's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit B). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

**4. Cost and Price Proposal**

Offerors are asked to submit only the technical qualifications as requested in the RFP. **No cost proposal or work hours are to be included in this phase of the RFP process.** Upon completion of the initial evaluations and

interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

## 5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

## B. FORMS

### 1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on and sent via e-mail to the Contract Administrator.

### 2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the

past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

**3. Safety Specifications**

Offerors shall comply with Safety Specifications Level 1 as included in this RFP as Exhibit G, during the term of the awarded Agreement.

**4. Certification of Indirect Costs and Financial Management System (Exhibit F)**

This exhibit entitled "Certification of Indirect Costs and Financial Management System" (RFP 5-4209, Exhibit F) is to be completed by Offeror and all subconsultants after award of contract. As part of this certification, the prime and all subconsultants must show their financial system's ability to segregate cost elements.

**5. Proposal Exceptions and/or Deviations Form**

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

**SECTION III: EVALUATION AND AWARD**

## **SECTION III. EVALUATION AND AWARD**

### **A. EVALUATION CRITERIA**

The Authority will evaluate the offers received based on the following criteria:

- 1. Qualifications of the Firm 35%**  
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references .
- 2. Staffing and Project Organization 40%**  
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 25%**  
 Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

### **B. EVALUATION PROCEDURE**

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established **September 30, 2025**, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the evaluation committee will recommend to the LOSSAN Agency Board of Directors, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the LOSSAN Agency.

**C. AWARD**

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the LOSSAN Agency's Board of Directors for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the LOSSAN Agency.

Offeror acknowledges that the LOSSAN Agency's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation.

The LOSSAN Agency reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the LOSSAN Agency may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

**D. NOTIFICATION OF AWARD AND DEBRIEFING**

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.



**EXHIBIT A: SCOPE OF WORK**

**EXHIBIT B: PROPOSED AGREEMENT**

**EXHIBIT C: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACT**

**EXHIBIT E: SAFETY SPECIFICATIONS**

**EXHIBIT F: CONSULTANT CERTIFICATION OF CONTRACT COSTS AND  
FINANCIAL MANAGEMENT SYSTEM**

**EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

**Scope of Work  
Program Management Consultant Services**

**I. Background**

The Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN Agency) is responsible for the management of the state-funded, Amtrak-operated Pacific Surfliner intercity passenger rail service along the 351-mile corridor between San Diego and San Luis Obispo. The LOSSAN Agency is a joint powers authority originally formed in 1989 that works to increase ridership, revenue, capacity, reliability, coordination and safety through the six-county coastal rail line. Since assuming full administration and management responsibility from the California Department of Transportation (Caltrans) in July 2015, the duties and responsibilities of the LOSSAN Agency have significantly expanded, especially in the areas of capital projects and grants management.

The LOSSAN Agency is seeking a qualified consultant to act as an extension of staff to help with managing the growing responsibilities of the LOSSAN Agency and a capital program that is currently valued at approximately \$500 million. This includes current and on-going projects including rail capacity enhancing, facility expansion, and state of good repair projects. It also includes but is not limited to, coordinating with Amtrak and Caltrans on planning, tracking and oversight of maintenance and overhaul programs of rolling stock, applying for and managing various state and federal grants, and managing contracts with third parties and host railroads.

**II. General Description of Services Required**

Consultant shall function as an extension of the LOSSAN Agency's staff and assist LOSSAN Agency's staff by providing specialized services as required to effectively implement capital and service improvements for the Pacific Surfliner and along the LOSSAN rail corridor. Consultant shall have a vision for a capital program and assist in implementing that program using LOSSAN's SharePoint and PowerBI. Consultant shall provide document control, project management and technical expertise on an as-needed basis, assistance in the oversight of project implementation, administration and schedule, and project controls. Consultant's support shall include but not be limited to the following:

- Project Management assistance
- Project Study Reports, Environmental Review/ Compliance, and Preliminary Engineering for Projects
- Support of Signal, Trackwork, Station Improvements as needed.
- Construction Management for minor capital Projects as directed by the LOSSAN Agency
- Host Railroad, Member Agency, and other Consultant coordination.
- Utility Coordination



- Preparation of Independent Cost Estimates/ Financial Plans
- Document Control
- Project Delivery Plans/ Schedule Monitoring
- Contract Management and Development of Cooperative Agreements and Memoranda of Understanding (MOUs) with Cities, including City coordination and review of Railroad Agreements
- Project Controls/ Invoice Review

Consultant shall assist LOSSAN Agency's Project Managers and task leads, and provide specialized technical expertise as needed.

Consultant's area of knowledge and expertise shall include the following:

- Technical, design, and construction oversight.
- Design of stations, track, bridge, rail and traffic signal, grade crossings, grade separation, passenger communications, grants, contract management, project controls and scheduling, operations analysis, and other related disciplines.
- Passenger and freight rail in California and regulatory and/or funding requirements from various governing agencies including but not limited to Federal Transit Administration (FTA), Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), and other coordinating agencies.
- Requirements governing California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including various resource permitting agencies to deliver projects.

The LOSSAN Agency will provide overall management and may contract directly with the host railroads along the LOSSAN rail corridor for specialized railroad signal and trackwork.

### **III. Specific Expertise**

The Consultant shall provide, either directly, through subconsultants, or a combination of both personnel with the following technical expertise obtained from direct experience working on projects during the planning, conceptual design, preliminary engineering, and construction engineering phases for the following types of work:

- Railroad infrastructure, including elements such as right-of-way, grading, track, drainage, and retaining structures.
- Tunnel, railroad bridge, pedestrian-railroad grade separations, highway-railroad grade crossings.
- Passenger rail stations including elements such as buildings, platforms, canopies, signage, lighting, structure, safety, and security.
- Passenger Information Display Systems (PIDS) and static signage located at stations and onboard trains.

- Agreements and contracts (such as construction and maintenance agreements, project cooperative agreements, and relocation agreements) with private entities, public agencies, and public utilities
- Planning, coordination, and oversight of design, procurement, implementation, and maintenance for various types of video surveillance systems
- Passenger locomotive and passenger car repair facilities (shops) and layover/storage facilities
- Wi-Fi and other onboard passenger communication and information systems, including development and maintenance of accessible information dashboards that summarize system status.
- Project management and document control systems
- Locomotive and rolling stock procurement, rebuilding, rehabilitation, and maintenance inspections.
- Passenger Rail Investment and Improvement Act (PRIIA) of 2008 and Section 209 related to state-supported services

#### **IV. Scope of Services**

The Consultant, under this contract, shall provide project management, design oversight, and various staff assistance services to support the planning, development, and implementation of capital improvement and rehabilitation projects initiated by the LOSSAN Agency, as well as projects started by third-party agencies that directly affect the safety and service of the Pacific Surfliner and its support facilities. The Consultant and its subconsultants must have experience planning and executing infrastructure projects on active Federal Railroad Administration (FRA) regulated mixed passenger or freight rail corridors.

The consultant shall also, upon request, provide project management; project engineering; coordination (interdisciplinary, third-party, etc.); resolution of issues; scheduling; budgeting; reporting; or technical assistance for projects in any phase or all phases of a project life cycle (planning, design, procurement, construction, and closeout).

The Consultant shall assign a Project Manager to manage all aspects of the project. The Consultant is further required to have an internal management capability to effectively manage assignments and costs, and to produce factual and detailed backup of charges invoiced.

The Consultant and subconsultant project management team shall have team members in key positions with knowledge of the railroad operating environment and with knowledge of the design, management and construction constraints and challenges associated with construction or rehabilitation projects on operating railroad corridors.

The Consultant shall provide assistance to the LOSSAN Agency in areas that may include, but not limited to, the following:

**a. Overall Program and Project Management Assistance**

Project and design management activities may be performed in conjunction with consultants working under other LOSSAN Agency contracts and agreements. The Consultant shall, upon request, provide oversight, support, or management for, but not limited to, the typical activities listed below:

***1. Project Planning and Funding***

- Assist with the development and preparation of strategic, long- and short-term and various other plans relevant to supporting service growth and capital improvements.
- Identification of project needs and specific project objectives
- Perform operations simulation and analysis as needed.
- Development of project concepts
- Development of new, or support of existing, asset management plans for infrastructure and rolling stock
- Development or review of agreements
- Preparation of project specific environmental constraints reports
- Review of third-party documents that may impact the LOSSAN rail corridor.
- Assist with the tracking of state and federal grant opportunities for funding projects.
- Assist in preparing grant applications for funding of specific projects.
- Ensure compliance with project funding requirements.

***2. Project Controls and Schedule Monitoring***

- Develop and maintain project schedules and reports using state-of-the art scheduling and reporting tools and practices.
- Prepare progress status and grant funding reports.
- Maintenance of project documentation per the established procedures or direction of the LOSSAN Agency
- Development and tracking of project risk assessment and risk management plans.
- Assist with development of grant funding plans and tracking of grant balances.
- Completion of project closeout activities as required for each project.

***3. Conceptual Project Development***

- Preparation of project definition studies or project study reports
- Determination, evaluation, recommendation of alternatives
- Analysis of environmental impacts
- Preparation of statutory and categorical exemptions
- Support management of projects during design phases.
- Review available information and develop preliminary assessments of various property parcels specific to planned projects.

- Provide the right of way engineering support.
- Coordination of design projects across multiple disciplines

**4. *Preliminary Engineering and Environmental Assessment***

- Assist with preparing preliminary engineering scope of work and schedules.
- Prepare utility and other third-party agreements.
- Support right-of-way analysis and acquisition efforts.
- Coordinate preparation, review, and responses to special design consideration reports.
- Assist in coordination of projects with other agencies, stakeholders and the public.
- Prepare preliminary engineering designs and environmental assessment as directed.
- Assist with developing independent cost estimates for final design and construction phases.
- Assist in the identification of alternatives for evaluation in environmental documents.
- Assist with preparing and reviewing environmental documents and exclusions.

**5. *Final Design***

- Assist with reviewing previously prepared reports and preliminary engineering designs prepared by third parties or under other LOSSAN Agency contracts.
- Prepare and coordinate utility agreement modifications and coordinate third-party utility work in advance of LOSSAN Agency led construction projects.
- Assist with the coordination of right-of-way acquisitions and temporary construction easements.
- Review and coordinate responses to reports, plans, specifications, and estimates.
- Coordinate review and responses to final design reports.
- Assist in preparation or review of construction and maintenance agreements.
- Coordinate with host railroads on design of other projects along the LOSSAN rail corridor.

**6. *Rehabilitation and Maintenance Project Management***

- Assist with producing, reviewing, and providing comments and/or cost estimates on various facility improvements.
- Identification, prioritization, development or management of infrastructure or equipment rehabilitation projects
- Perform review of structural safety and construction engineering inspection reports.
- Assist with performing rolling stock inspections and preparing inspection reports.

**b. Technical and Administrative Assistance**

Various technical and administrative activities may be performed in conjunction with consultants working under other LOSSAN Agency contracts and agreements. The

Consultant may be requested to provide technical support or administrative assistance for, but not limited to, the typical activities listed below:

**1. *Administrative Assistance***

- Coordinate with LOSSAN Agency procurement staff in the various aspects of solicitations and contract award as needed, including responses to proposers' questions, and related addenda.
- Provide final documents, technical specifications, drawings and other relevant documents to LOSSAN Agency Procurement Staff to Issue for Bid.
- Assist with preparing draft board reports.

**2. *Technical Support***

- Assist with development and review of rail equipment specifications.
- Perform strategic security management planning and design.
- Provide meeting notices and minutes.
- Prepare special reports and presentations for Board and external agencies.
- Assist with managing the technical contractor for the Pacific Surfliner onboard Wi-Fi communication system.
- Management, updating and programming of various databases to track projects, equipment, funding and other items as directed.
- Keep accurate records of correspondence, reports, drawings, deliverables, and other project related documents and communications between the LOSSAN Agency, host railroads, member agencies, other consultants, and other stakeholders. Maintain project file documents.
- Develop, review and/or maintain project management, construction management (for minor capital projects) and quality management plans as needed and directed.
- Assist with host railroad / third party invoice review and processing.
- Assist in coordination of projects with agencies such as Federal Transit Administration (FTA), Federal Railroad Administration (FRA), Federal Highway Administration (FHWA), California Public Utilities Commission (CPUC), California Department of Transportation, LOSSAN Agency member agencies and their counties, host railroads, and other stakeholders.
- Maintain and foster relationships with host railroads, utility companies, LOSSAN Member Agencies, Caltrans Division of Rail and Mass Transportation, Capitol Corridor Joint Powers Authority, San Joaquins Joint Powers Authority, Amtrak, and other consultants.

**V. STAFFING**

All Consultant staff shall work in an integrated team relationship with the LOSSAN Agency's Project Manager, as well as with Amtrak, host railroads, cities, member agencies, and other consultants.

The level of effort required by the Consultant under this contract is anticipated to be the full-time equivalent (FTE) of two and one quarter persons (2 ¼) per year. It is anticipated that the Consultant project manager will be required to dedicate approximately one quarter of the time to support the LOSSAN Agency's Project Manager and manage the contract; in addition, a half-time documents controls person and a half-time project controls person are expected to support the LOSSAN Agency's Project Manager. Technical expertise from various engineering disciplines will be required throughout the year on an as-needed basis (equivalent to approximately 1 FTE). The level of effort will be re-evaluated periodically based on funding availability and to ensure that the appropriate level of support is maintained. The LOSSAN Agency will have sole discretion in defining and making changes in positions and tasks assigned to Consultant during the term of this Agreement.

Estimated Level of Effort for this Agreement:

- Project Manager (¼ FTE)
- Project Controls (½ FTE)
- Document Controls / Contract Management (½ FTE)
- Technical Support and Oversight (1 FTE)

a. Key Staff Qualifications

Project Manager: The project manager shall oversee and monitor the development of LOSSAN Agency projects. The project manager will develop and monitor project budgets and schedules, review construction cost estimates, monitor compliance with funding agency requirements, and represent the LOSSAN Agency at meetings with other consultants, other agencies, contractors, and the public. The project manager should have at least ten years of related experience in management of FTA funded projects, knowledge of FTA / FRA / CPUC rules, regulations, and requirements, and knowledge of the southern California rail system.

Project Controls Specialist: The project controls specialist shall have experience in scheduling and monitoring projects, reviewing and tracking project budgets and costs, cost estimating, analyzing contract changes, and preparing project status reports. The project controls specialist shall have at least six years of experience in project controls, with a degree in a related area preferred.

Document Controls / Contract Manager: The document controls / contract manager position shall have experience performing project support tasks including maintaining contract files, interpreting contract payment terms and methods, reviewing and processing other consultant and contractor invoices, and interfacing with accounting personnel and systems. The project administrator shall have at least five years of related experience.

***b. Location***

While remote working is allowed on a day-to-day basis, the Consultant can be provided temporary office space as needed for up to 2 individuals at a time at the LOSSAN Agency's administration facilities located at 600 S. Main Street, Orange, California 92868 when in-person meetings or tasks are necessary and approved by the LOSSAN Agency Project Manager.

***c. On Site Temporary Office Space by LOSSAN AGENCY***

The LOSSAN Agency will provide, on a temporary basis, office space, furniture, basic computer hardware and software, telephones, office supplies, and printing services to individuals who are required and have been authorized to work at the LOSSAN Agency's office in Orange, California.

**VI. DELIVERABLES**

***a. Anticipated Deliverables***

Consultant shall submit deliverables pertinent to tasks assigned by the LOSSAN Agency's Project Manager or designated task lead. It is anticipated that the deliverables may include, but are not limited to:

- Designs / Other consultant reviews
- Strategic planning reports / documents
- Environmental assessment reports
- Complete grant applications
- Project delivery plans
- Project management plans
- Project schedules
- Cost estimates
- Risk analysis documentation.
- Railroad/ utility agreements
- Technical reports and studies
- Inspection reports
- Project status reports
- Staff reports
- QA/QC monitoring reports
- Procurement and contract management documents
- Cooperative agreements/Memorandums of Understanding
- Document control logs.
- Project closeouts

- Graphics and visuals
- Others to be determined.

#### **LIMITATION ON GOVERNMENTAL DECISIONS**

Nothing contained in this scope of work permits CONSULTANT's personnel to authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.



1 **PROPOSED AGREEMENT NO. L-5-0002**

2 **BETWEEN**

3 **LOSSAN AGENCY**

4 **AND**

5 **CONSULTANT**

6 **THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"),  
7 by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main  
8 Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California  
9 (hereinafter referred to as "LOSSAN AGENCY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT for program management  
12 consultant services for the LOSSAN AGENCY; and

13 **WHEREAS**, said work cannot be performed by the regular employees of LOSSAN AGENCY;  
14 and

15 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,  
16 and is capable of performing such services; and

17 **WHEREAS**, CONSULTANT wishes to perform these services; and

18 **WHEREAS**, the LOSSAN AGENCY'S Board of Directors authorized this Agreement on \_\_\_\_\_;

19 **NOW, THEREFORE**, it is mutually understood and agreed by LOSSAN AGENCY and  
20 CONSULTANT as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

22 A. This Agreement, including all exhibits and documents incorporated herein and made  
23 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of  
24 the agreement between LOSSAN AGENCY and CONSULTANT and it supersedes all prior  
25 representations, understandings and communications. The invalidity in whole or in part of any term or  
26 condition of this Agreement shall not affect the validity of other terms or conditions.

B. LOSSAN AGENCY's failure to insist in any one or more instances upon CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of LOSSAN AGENCY's right to such performance or to future performance of such terms or conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon LOSSAN AGENCY except when specifically confirmed in writing by an authorized representative of the LOSSAN AGENCY by way of a written amendment to this Agreement and issue in accordance with the provisions of this Agreement. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOSSAN AGENCY.

**ARTICLE 2. LOSSAN AGENCY DESIGNEE**

The Managing Director of LOSSAN AGENCY, or designee, shall have the authority to act for and exercise any of the rights of LOSSAN AGENCY, as set forth in this Agreement.

**ARTICLE 3. SCOPE OF WORK**

A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to LOSSAN AGENCY, the services set forth in Exhibit A, entitled "Scope of Work," which is attached to, and by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by LOSSAN AGENCY.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<u><b>Names</b></u>	<u><b>Functions</b></u>

C. No person named in paragraph B of this Article, or his/her successor approved by LOSSAN AGENCY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY's Contract Administrator.

1 D. Should the services of any key person become no longer available to CONSULTANT, the  
2 resume and qualifications of the proposed replacement shall be submitted to LOSSAN AGENCY for  
3 approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of  
4 the incumbent key person, unless CONSULTANT is not provided with such notice by the departing  
5 employee. LOSSAN AGENCY shall respond to CONSULTANT within seven (7) calendar days following  
6 receipt of these qualifications concerning acceptance of the candidate for replacement.

7 **ARTICLE 4. TERM OF AGREEMENT**

8 A. This Agreement shall go into effect on \_\_\_\_\_, contingent upon approval by LOSSAN  
9 AGENCY, and CONSULTANT shall commence after notification to proceed by Orange County  
10 Transportation Authority (AUTHORITY's) Contract Administrator. This Agreement shall end on  
11 \_\_\_\_\_, unless extended by amendment to the Agreement, or terminated as provided hereunder.

12 B. LOSSAN Agency, at its sole discretion, may elect to extend the term of this Agreement up to  
13 an additional twenty-four (24) months, commencing on \_\_\_\_\_ and continuing through  
14 \_\_\_\_\_ ("option term"), and thereupon requires CONSULTANT to continue to provide services,  
15 and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work".

16 C. CONSULTANT is advised that any recommendation for contract award is not binding on  
17 LOSSAN AGENCY until the Agreement is fully executed and approved by LOSSAN AGENCY.

18 **ARTICLE 5. ALLOWABLE COSTS AND PAYMENT**

19 A. For CONSULTANT's full and complete performance of its obligations under this  
20 Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 6  
21 "Maximum Obligation" LOSSAN AGENCY shall pay CONSULTANT on a specified rates of compensation  
22 basis in accordance with the following provisions.

23 B. CONSULTANT shall not commence performance of work or services until this Agreement  
24 has been approved by LOSSAN AGENCY and notification to proceed has been issued by AUTHORITY.  
25 No payment will be made prior to approval of any work, or for any work performed prior to approval of  
26 this Agreement.

1 C. The method of payment for the following items shall be at the rate specified for each item,  
2 as described in this Article. The specified rate shall include full compensation to the CONSULTANT for  
3 the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further  
4 compensation will be allowed therefore.

5 D. The specified rate to be paid for field vehicle expense for CONSULTANT's field personnel  
6 shall be \$1,100/month/vehicle, and shall include all vehicle expenses such as fuel, insurance, operation  
7 and maintenance, and safety equipment. This rate shall be for a fully equipped vehicle, with radio and  
8 flashing yellow light (if needed), as specified in Exhibit B of this Agreement. The specified rates to be paid  
9 for other field equipment, if needed, shall be paid at cost, as listed in Exhibit B of this Agreement.

10 E. The method of payment for this Agreement will be on a specified rates basis which  
11 includes, in addition to equipment rental costs (not including vehicles as provided above), labor costs,  
12 employee benefits, prevailing wages, equipment-rental costs, travel, overhead and other direct costs  
13 incurred by the CONSULTANT in performance of the work. These rates are not adjustable for the  
14 performance period set forth in this Agreement. The overhead rate established for this Agreement is  
15 extended through the term of this specific Agreement. The CONSULTANT will not be reimbursed for  
16 actual costs that exceed the contract's maximum obligation which includes estimated wage rates,  
17 employee benefits, travel, equipment rental, overhead and other estimated costs set forth in Exhibit B,  
18 unless additional reimbursement is provided for, by contract amendment. In no event, will the  
19 CONSULTANT be reimbursed for overhead costs that exceed LOSSAN AGENCY approved overhead  
20 rate set forth in Exhibit B. In the event the LOSSAN AGENCY determines that changed work from that  
21 specified in Exhibit A, Scope of Work, is required; the actual costs reimbursed by LOSSAN AGENCY  
22 may be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost  
23 of this Agreement shall not be exceeded unless authorized by Agreement amendment.

24 F. For each full hour of labor satisfactorily performed by CONSULTANT's personnel under  
25 this Agreement, LOSSAN AGENCY shall pay CONSULTANT at the hourly labor rates specified in Exhibit  
26 B, entitled "Schedule of Fees," which is attached to and by this reference, incorporated in and made a

1 part of this Agreement. These rates shall remain fixed for the term of this Agreement. The office and field  
2 overhead rates, profit, and escalation rates shall remain fixed for the initial term of the Agreement as well  
3 as for the twenty-four (24) month term extension (Optional Term), if and when exercised. Furthermore,  
4 LOSSAN AGENCY shall reimburse CONSULTANT, at cost with supporting documentation provided, for  
5 the actual costs of the estimated expenses shown in Exhibit B, which are directly incurred by its personnel  
6 in the performance of work under this Agreement. The LOSSAN AGENCY will not reimburse  
7 CONSULTANT for local meals except for those authorized for traveling personnel in the attached Exhibit  
8 B.

9 G. For classifications added to the Exhibit B, "Classification Labor Rates" Schedule through  
10 Amendments, raw billing ranges must be based on current year's actual salaries, and the corresponding  
11 fully burdened ranges must be provided by CONSULTANT.

12 H. CONSULTANT agrees that billing for personnel under the Exhibit B, "Classification Labor  
13 Rates" Schedule is to be used on a temporary basis, limited to a maximum period of six (6) continuous  
14 months for each personnel working under the "Classification Labor Rates" Schedule. Personnel working  
15 or proposed to work on a continuous basis for a period of more than six (6) continuous months are not  
16 considered temporary and must be added as named personnel with a specific hourly billing rate.

17 I. CONSULTANT agrees that all personnel billing under the labor schedules in Exhibit B,  
18 are subject to the annual escalation rate allowable under this Agreement. This is the maximum escalation  
19 rate that LOSSAN AGENCY will reimburse CONSULTANT for named personnel and classifications.

20 J. CONSULTANT agrees that personnel proposed to work and bill under any of the labor  
21 schedules in Exhibit B must be approved in writing by the LOSSAN AGENCY Project Manager prior to  
22 start of work.

23 K. For personnel subject to prevailing wage rates as described in the California Labor Code,  
24 all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

25 L. Reimbursement for transportation and subsistence costs shall not exceed the rates  
26 specified in Exhibit B, without prior approval from LOSSAN AGENCY's Program Manager.

1 M. As partial security against CONSUL TANT's failure to satisfactorily fulfill all its obligations  
2 under this Agreement, LOSSAN AGENCY shall retain ten percent (10%) of the amount of each invoice  
3 submitted for payment by CONSULTANT, and shall make prompt and regular incremental acceptances  
4 of portions/milestones, as determined by LOSSAN AGENCY, of the Agreement work, and pay retainage  
5 to CONSULTANT based on these acceptances. The CONSULTANT, or subconsultant, shall return all  
6 monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving payment  
7 for work satisfactorily completed and accepted including incremental acceptances of portions/milestones  
8 of the Agreement work by the LOSSAN AGENCY. CONSULTANT shall invoice LOSSAN AGENCY for  
9 the release of the retention in accordance with this Article.

10 N. Final acceptance shall occur only when LOSSAN AGENCY makes the final release of the  
11 retention described in Paragraph N.

12 O. All retained funds shall be released by LOSSAN AGENCY and shall be paid to  
13 CONSULTANT within sixty (60) calendar days of payment of the final invoice, unless LOSSAN AGENCY  
14 elects to audit CONSULTANT's records in accordance with Article 16 entitled "Audit and Inspection of  
15 Records" of this Agreement. If LOSSAN AGENCY elects to audit, retained funds shall be paid to  
16 CONSULTANT within thirty (30) calendar days of completion of such audit in an amount reflecting any  
17 adjustment required by such audit. During the term of the Agreement, at its sole discretion, LOSSAN  
18 AGENCY reserves the right to release all or a portion of the retained amount based on CONSULTANT's  
19 satisfactory completion of certain portions/milestones. CONSULTANT shall invoice LOSSAN AGENCY  
20 for the release of the retention in accordance with this Article.

21 P. The prime consultant, or subconsultant, shall return all monies withheld in retention from  
22 a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and  
23 accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of  
24 this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of payment  
25 over thirty (30) days may take place only for good cause and with the LOSSAN AGENCY'S prior written  
26 approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to

1 the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions  
2 Code. These requirements shall not be construed to limit or impair any contractual, administrative, or  
3 judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute  
4 involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or  
5 noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT  
6 and subconsultants.

7 Q. CONSULTANT shall invoice LOSSAN AGENCY on a monthly basis for payments  
8 corresponding to the specified labor rates and actual other direct costs expended by CONSULTANT.  
9 Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which  
10 shall accompany each invoice submitted by CONSULTANT.

11 R. The CONSUL TANT will be paid, less any retention amount withheld, as promptly as fiscal  
12 procedures will permit upon receipt by the LOSSAN AGENCY's Accounts Payable office of itemized  
13 invoices in duplicate. Invoices shall be submitted no later than 30 days after the performance of the work  
14 for which the CONSULTANT is billing. Invoices shall detail the work performed on each task as  
15 applicable. Invoices shall comply with the approved Price Proposal and shall reference this Agreement  
16 number and project title. Final invoice must contain the final cost and all credits due the LOSSAN  
17 AGENCY, including any equipment purchased under the provisions of Article 36, Purchased Equipment  
18 of this Agreement. The final invoice should be submitted to the LOSSAN AGENCY within 60 calendar  
19 days after completion of the CONSULTANT's work.

20 S. CONSULTANT shall also furnish such other information as may be requested by  
21 LOSSAN AGENCY to substantiate the validity of an invoice, including a current payroll register and/or an  
22 offer of employment for personnel performing work under the classifications which are subject to pay  
23 ranges listed in Exhibit B, "Classifications Labor Rates" Schedule, in order to receive reimbursement for  
24 hours worked. Reimbursement for labor hours incurred by personnel designated by a classification, shall  
25 be made after LOSSAN AGENCY's review of the actual personnel's pay register, and verification that the  
26 actual pay falls within the specified range for that classification. If an actual pay rate exceeds the

1 maximum of the range, CONSULTANT will be reimbursed at the maximum of the range. At its sole  
2 discretion, LOSSAN AGENCY may decline to make full payment for any work until such time as CONSUL  
3 TANT has documented to LOSSAN AGENCY's satisfaction, that CONSULTANT has fully completed all  
4 work required. LOSSAN AGENCY's payment in full for any work completed shall not constitute LOSSAN  
5 AGENCY's final acceptance of LOSSAN AGENCY's work under such task.

6 T. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted  
7 in duplicate to LOSSAN AGENCY's Accounts Payable office or may be emailed to  
8 VendorInvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified  
9 in paragraph C of this Article. Invoices shall be submitted no later than 30-calendar days after the  
10 performance of work for which CONSULTANT is billing. LOSSAN AGENCY shall remit payment, less  
11 retention amount, within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice  
12 shall include the following information:

- 13 1. Agreement No. C-5-4209;
- 14 2. Specific work for which payment is being requested;
- 15 3. The time period covered by the invoice;
- 16 4. Labor performed during the billing period (staff name, hours charged, hourly billing rate,  
17 current charges and cumulative charges, and pay registers for staff using  
18 classifications);
- 19 5. Itemized expenses including supporting documentation incurred during the billing  
20 period;
- 21 6. Total monthly invoice (including project to-date cumulative invoice amount); and  
22 retention amount withheld by LOSSAN AGENCY for the time period covered by the  
23 invoice;
- 24 7. Monthly Progress Report;
- 25 8. Weekly certified payroll for personnel subject to prevailing wage requirements;
- 26 9. Certificate signed by the CONSULTANT or his/her designated alternate that a) The



1 invoice is a true, complete and correct statement of reimbursable costs and progress;  
2 b) The backup information included with the invoice is true, complete and correct in all  
3 material respects; c) All payments due and owing to subcontractors and suppliers have  
4 been made; d) Timely payments will be made to subcontractors and suppliers from the  
5 proceeds of the payments covered by the certification and; e) The invoice does not  
6 include any amount which CONSULTANT intends to withhold or retain from a  
7 subcontractor or supplier unless so identified on the invoice.

8 10. Any other information as agreed or otherwise requested by LOSSAN AGENCY to  
9 substantiate the validity of an invoice.

10 U. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this  
11 Agreement number and project title. Invoices shall include all reimbursable costs/expenditures to satisfy  
12 Caltrans' Local Assistance Procedures Manual (LAPM), Chapter 5 Accounting/Invoices.

13 **ARTICLE 6. MAXIMUM OBLIGATION**

14 Notwithstanding any provisions of this Agreement to the contrary, LOSSAN AGENCY and  
15 CONSULTANT mutually agree that LOSSAN AGENCY's maximum cumulative payment obligation  
16 (including obligation for CONSULTANT's profit) shall be Dollars (\$\_\_\_\_ ) which shall include all  
17 amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due  
18 to termination of, this Agreement.

19 **ARTICLE 7. NOTICES**

20 All notices hereunder and communications regarding the interpretation of the terms of this  
21 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing  
22 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and  
23 addressed as follows:

24 /

25 /

26 /

TO CONSULTANT:

TO LOSSAN AGENCY:

Orange County Transportation Authority

550 SOUTH MAIN STREET

P.O. BOX 14184

ORANGE, CA 92863-1584

ATTENTION:

ATTENTION: Gilbert Angon

Title:

Title: Senior Contracts Administrator

Phone:

Phone: (714) 560 - 5687

Email:

Email: [GAngon@octa.net](mailto:GAngon@octa.net)

Cc:

Title: LOSSAN Program Manager

E-mail:

Tel: (714)

**ARTICLE 8. INDEPENDENT CONTRACTOR**

A. CONSULTANT's relationship to LOSSAN AGENCY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of LOSSAN AGENCY . CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

B. Should CONSULTANT's personnel or a state or federal agency allege claims against LOSSAN AGENCY involving the status of LOSSAN AGENCY as employer, joint or otherwise, of said personnel, or allegations involving any other independent contractor misclassification issues, CONSULTANT shall defend and indemnify LOSSAN AGENCY in relation to any allegations made.

/

**ARTICLE 9. INSURANCE**

A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

A. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

B. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 for each accident;

C. Workers' Compensation with limits as required by the State of California including a Waiver of Subrogation in favor of LOSSAN AGENCY, its officers, directors and employees; and

D. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy limit-disease, and \$1,000,000 policy limit employee-disease.

E. Professional Liability with minimum limits of \$1,000,000 only if the CONSULTANT is required by contract or law to be licensed or specially certified and LOSSAN AGENCY is relying on performance based on that specialty license or certification.

F. Privacy and Security (Cyber) Liability with minimum limits of \$1,000,000.00; and

G. Railroad Protective Liability with minimum limits of \$2,000,000.00 with a \$6,000,000.00 aggregate limit per claim.

a) Railroad Protective Liability Insurance - The policy shall have limits of liability of not less than \$2 million per occurrence, combined single limit, for coverage and for losses arising out of injury to or death of all person and for physical loss or damage to or destruction of Property including the loss of use thereof. A \$6 million annual aggregate shall apply. If coverage is provided on the London claims-made form, the following provisions shall apply:

- i. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- ii. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- iii. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included: It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or building.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating the LOSSAN AGENCY , its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by LOSSAN AGENCY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the LOSSAN AGENCY . Furthermore, LOSSAN AGENCY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

C. CONSULTANT shall also include in each subcontract, the stipulation that subconsultants shall maintain insurance coverage in the amounts required of CONSULTANT as provided in the Agreement. Subconsultants will be required to include LOSSAN AGENCY as additional insureds on the Commercial General Liability, and Auto Liability insurance policies.

D. Insurer must provide LOSSAN AGENCY with at least thirty (30) days' prior notice of cancellation or material modification of coverage, and ten (10) days' prior notice for non-payment of premium.

E. CONSULTANT shall submit required insurance certificates to LOSSAN AGENCY's insurance

1 tracking contractor, InsureTrack. CONSULTANT shall respond directly to InsureTrack's request for  
2 updated insurance certificates and other insurance-related matters by email to [octa@instracking.com](mailto:octa@instracking.com).

3 F. CONSULTANT shall include on the face of the certificate of insurance, the following  
4 information:

5 A. The Agreement Number L-5-0002 and, the Contract Administrator's Name,

6 B. For Certificate Holder: The Orange County Transportation Authority, its officers, directors,  
7 employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

8 **ARTICLE 10. ORDER OF PRECEDENCE**

9 To the extent there are any conflicts or inconsistency arising between any provisions or  
10 documents incorporated in this Agreement, the order of precedence for conflict resolution in descending  
11 order shall be as follows: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of  
12 RFP 5-4209 ; (3) CONSULTANT's technical proposal dated \_\_\_\_\_, CONSULTANT's cost proposal  
13 dated \_\_\_\_\_ and final cost proposal dated \_\_\_\_\_, and (4) all other documents, if any, cited herein or  
14 incorporated by reference.

15 **ARTICLE 11. CHANGES**

16 A. By written notice or order, LOSSAN AGENCY may, from time to time, order work suspension  
17 and/or make changes in the general scope of this Agreement, including, but not limited to, the services  
18 furnished to LOSSAN AGENCY by CONSULTANT as described in the Scope of Work. If any such work  
19 suspension or change causes an increase or decrease in the price of this Agreement or in the time  
20 required for its performance, CONSULTANT shall promptly notify LOSSAN AGENCY thereof and assert  
21 its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an  
22 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT  
23 from proceeding immediately with the Agreement as changed.

24 B. This Agreement may be amended or modified only by mutual written agreement of the  
25 parties.

26 C. CONSULTANT shall only commence work covered by an amendment after the

1 amendment is executed and notification to proceed has been provided by AUTHORITY's Contract  
2 Administrator.

3 **ARTICLE 12. DISPUTES**

4 A. Except as otherwise provided in this Agreement, when a dispute arises between  
5 CONSULTANT and LOSSAN AGENCY, the project managers shall meet to resolve the issue. If project  
6 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts  
7 Administration and Materials Management (CAMP), who shall reduce the decision to writing and mail or  
8 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMP, shall be the  
9 final and conclusive administrative decision.

10 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with  
11 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
12 CAMP. Nothing in this Agreement, however, shall be construed as making final the decision of any  
13 AUTHORITY official or representative on a question of law, which questions shall be settled in  
14 accordance with the laws of the State of California.

15 **ARTICLE 13. TERMINATION**

16 A. LOSSAN AGENCY reserves the right to terminate this Agreement upon thirty (30) calendar  
17 days written notice to CONSULTANT of intent to terminate, with effective date of termination and the  
18 reasons for termination stated in the notice, in accordance with the provisions of the FAR referenced  
19 above and Article 7 "Notices", herein. Upon receipt of said notification, CONSULTANT agrees to comply  
20 with all applicable provisions of the FAR pertaining to termination for convenience.

21 B. Upon termination, LOSSAN AGENCY shall be entitled to all work, including but not limited to,  
22 reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed  
23 to that date, whether completed or not.

24 C. LOSSAN AGENCY may temporarily suspend this Agreement, at no additional cost to  
25 AUTHORITY, provided that CONSULTANT is given written notice of temporary suspension. If LOSSAN  
26 AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its

1 activities under this Agreement. A temporary suspension may be issued concurrent with the notice of  
2 termination.

3 D. LOSSAN AGENCY may terminate this Agreement with CONSULTANT should  
4 CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein  
5 provided. In the event of such termination, LOSSAN AGENCY may proceed with the work in any manner  
6 deemed proper by LOSSAN AGENCY. If LOSSAN AGENCY terminates this Agreement with  
7 CONSULTANT, LOSSAN AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this  
8 Agreement prior to termination, unless the cost of completion to LOSSAN AGENCY exceeds the funds  
9 remaining in the Agreement, in which case the overage shall be deducted from any sum due  
10 CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon  
11 demand. Said termination shall be construed in accordance with the provisions of the Code of Federal  
12 Regulations (CFR), Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific  
13 subparts and other provisions thereof applicable to termination for convenience.

14 E. LOSSAN AGENCY may terminate this Agreement for CONSULTANT's default if a federal or  
15 state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT  
16 makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in  
17 accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement  
18 and does not cure such breach or violation within ten (10) calendar days after written notice thereof by  
19 LOSSAN AGENCY . CONSULTANT shall be liable for any and all reasonable costs incurred by LOSSAN  
20 AGENCY as a result of such default or breach including, but not limited to, reprourement costs of the  
21 same or similar services defaulted by CONSULTANT under this Agreement. Such termination shall  
22 comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

23 /

24 **ARTICLE 14. INDEMNIFICATION**

25 A. CONSULTANT shall indemnify, defend and hold harmless LOSSAN AGENCY , its  
26 officers, directors, employees and agents (indemnities) from and against any and all claims (including

attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

B. "Notwithstanding the foregoing, to the extent that CONSULTANT'S duty to indemnify arises out of a claim to which Civil Code section 2782.8 would apply, CONSULTANT shall indemnify and defend the Indemnitees to the maximum extent permitted by Civil Code section 2782.8."

**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between LOSSAN AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOSSAN AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOSSAN AGENCY's obligation to make payments to the CONSULTANT.

B. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of LOSSAN AGENCY . Consent by LOSSAN AGENCY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

C. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by AUTHORITY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

D. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt of



each payment made to CONSULTANT by LOSSAN AGENCY.

E. All subcontracts entered into as a result of this Agreement, shall contain all of the provisions stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted.

F. Any substitution or addition of subconsultant(s) must be approved in writing by the AUTHORITY's Contract Administrator, in advance of assigning work to a substitute subconsultant(s).

G. LOSSAN AGENCY hereby consents to CONSULTANT's subcontracting of portions of the Scope of Work to the parties identified below for the functions described below. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not LOSSAN AGENCY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against LOSSAN AGENCY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

<u>Subcontractor Name/Address</u>	<u>Subcontractor Function</u>

#### **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

A. CONSULTANT and any subconsultant shall permit LOSSAN AGENCY, the State, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

B. For the purpose of determining compliance with the Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOSSAN AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, Independent certified public accountant (CPA) Audited Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties, including

1 the CONSULTANT and Independent CPA, shall make such workpapers and materials available at their  
2 respective offices at all reasonable times during the Agreement period and for four (4) years from the  
3 date of final payment under the Agreement. LOSSAN AGENCY, or other agents of LOSSAN AGENCY,  
4 Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having  
5 jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part)  
6 shall have access to any books, records, payroll documents, facilities and documents of CONSULTANT,  
7 subconsultants, and the CONSULTANT's Independent (CPA), that are pertinent to the Agreement for  
8 audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished  
9 if requested without limitation.

10 C. CONSULTANT shall maintain such books, records, data and documents in accordance with  
11 generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal  
12 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible  
13 to such parties during CONSULTANT's performance hereunder.

14 D. LOSSAN AGENCY's right to audit books and records directly related to this Agreement shall  
15 also extend to all first-tier subcontractors performing work identified in Article 15 "Assignments and  
16 Subcontracts" of this Agreement, and such language must be included in CONSULTANT's agreements  
17 with its subcontractors.

18 **ARTICLE 17. AUDIT REVIEW PROCEDURES**

19 A. Any dispute concerning a question of fact arising under an interim or post audit of this  
20 Agreement that is not disposed of by agreement, shall be reviewed by LOSSAN AGENCY 's Internal  
21 Audit.

22 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a  
23 review by LOSSAN AGENCY's Internal Audit of unresolved audit issues. The request for review will be  
24 submitted in writing.

25 C. Neither the pendency of a dispute nor its consideration by LOSSAN AGENCY will excuse  
26 CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.

1 D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject  
2 to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit,  
3 or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and  
4 ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31  
5 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is  
6 CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full  
7 access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal,  
8 and ICR shall be adjusted by CONSULTANT and approved by AUTHORITY's Contract Administrator to  
9 conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs  
10 identified in the audit report shall be incorporated into the Agreement by this reference if directed by  
11 LOSSAN AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review  
12 recommendations, or to ensure that the federal, state or local governments have access to CPA work  
13 papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and  
14 disallowance of prior reimbursed costs.

15 E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by The  
16 California Department of Transportation's Independent office of Audit and Investigation (IOAI). IOAI, at  
17 its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal  
18 shall be adjusted by the CONSULTANT and approved by the AUTHORITY's Contract Administrator to  
19 conform to the Work Paper Review recommendations included in the management letter or audit  
20 recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work  
21 Paper Review recommendations included in the management letter or audit recommendations included  
22 in the audit report will be considered a breach of the Agreement terms and cause for termination of the  
23 Agreement and disallowance of prior reimbursed costs.

24 1. During IOAI review of the ICR audit work papers created by the CONSULTANT's  
25 independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that  
26 arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely

1 manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval  
2 letter, LOSSAN AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant  
3 ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting  
4 Standards), if applicable; in accordance with procedures and guidelines of the American Association  
5 of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures  
6 and guidelines} is received and approved by A&I. Provisional rates will be as follows:

7 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be  
8 90% of the proposed rate.

9 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85%  
10 of the proposed rate.

11 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the  
12 proposed rate.

13 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require  
14 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3)  
15 months of the effective date of the management letter. IOAI will then have up to six (6) months to review  
16 the CONSULTANT's and/or the independent CPA's revisions.

17 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if IOAI is still  
18 unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted,  
19 overhead cost reimbursement will be limited to the accepted ICR that was established upon initial  
20 rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this  
21 accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

22 4. CONSULTANT may submit to LOSSAN AGENCY final invoice only when all of the  
23 following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-  
24 audited ICR; (2) all work under this Agreement has been completed to the satisfaction of LOSSAN  
25 AGENCY; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice  
26 to the LOSSAN AGENCY, no later than sixty (60) calendar days after occurrence of the last of these

1 items. The accepted ICR will apply to this Agreement and all other Agreements executed between  
2 LOSSAN AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal  
3 period ICR.

4 **ARTICLE 18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

5 A. CONSULTANT agrees that the CFR, Title 48, Chapter 1, Part 31, Contract Cost Principles and  
6 Procedures, shall be used to determine the cost allowability of individual terms of costs.

7 B. CONSULTANT also agrees to comply with Federal procedures in accordance with CFR, Title  
8 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
9 Awards.

10 C. Any costs for which payment has been made to CONSULTANT that are determined by  
11 subsequent audit to be unallowable under CFR Title 48, Part 31 or CFR Title 2, Part 200, are subject to  
12 repayment by CONSULTANT to LOSSAN AGENCY .

13 D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of  
14 Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements,  
15 Cost Principles, and Audit Requirements for Federal Awards shall apply.

16 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

17 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all  
18 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and  
19 regulations promulgated thereunder.

20 **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

21 In connection with its performance under this Agreement, CONSULTANT shall not discriminate  
22 against any employee or applicant for employment because of race, religion, color, sex, age or national  
23 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that  
24 employees are treated during their employment, without regard to their race, religion, color, sex, age or  
25 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,  
26 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship.

**ARTICLE 21. PROHIBITED INTERESTS**

A. CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of LOSSAN AGENCY during his/her tenure in office/employment or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegate to the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

**ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS**

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of LOSSAN AGENCY, and CONSULTANT shall have no property right therein whatsoever. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from LOSSAN AGENCY. Immediately upon termination, LOSSAN AGENCY shall be entitled to, and CONSULTANT shall deliver to LOSSAN AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by LOSSAN AGENCY.

B. Additionally, it is agreed that such deliverables shall be deemed works made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including without limitation, copyright) belongs to and shall be the sole and exclusive property of LOSSAN AGENCY without restriction or limitation upon its use or dissemination by LOSSAN AGENCY.

C. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the

performance of this Agreement shall not, without prior written approval of LOSSAN AGENCY, be used for any purposes other than the performance for this project, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with LOSSAN AGENCY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use LOSSAN AGENCY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of LOSSAN AGENCY.

D. No copies, sketches, computer graphics or graphs, including graphic art work, are to be released by CONSULTANT to any other person or agency except after prior written approval by LOSSAN AGENCY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by LOSSAN AGENCY unless otherwise agreed to by CONSULTANT and LOSSAN AGENCY.

E. Applicable patent rights provisions regarding rights to inventions shall be included in the Agreements as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

F. LOSSAN AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted, the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

### **ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT**

A. In lieu of any other warranty by CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend, at its expense, any claim or suit against LOSSAN AGENCY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages

1 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of  
2 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the  
3 defense of same. However, CONSULTANT will not indemnify LOSSAN AGENCY if the suit or claim  
4 results from: (1) LOSSAN AGENCY's alteration of a deliverable, such that said deliverable in its altered  
5 form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable  
6 in combination with other material not provided by CONSULTANT when such use in combination  
7 infringes upon an existing U.S. letters patent or copyright.

8 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all  
9 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify LOSSAN  
10 AGENCY under any settlement made without CONSULTANT's consent or in the event LOSSAN  
11 AGENCY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense  
12 shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or  
13 claim, CONSULTANT, at no expense to LOSSAN AGENCY, shall obtain for LOSSAN AGENCY the right  
14 to use and sell said item, or shall substitute an equivalent item acceptable to LOSSAN AGENCY and  
15 extend this patent and copyright indemnity thereto.

16 **ARTICLE 24. DESIGN WITHIN FUNDING LIMITATIONS**

17 A. In order to ensure the accuracy of the construction budget for the benefit of the public works  
18 bidders and LOSSAN AGENCY's budget process, CONSULTANT shall accomplish the design services  
19 required under this Agreement so as to permit the award of a contract, for the construction of the facilities  
20 designed at a price that does not exceed the estimated construction contract price as set forth by  
21 LOSSAN AGENCY. When bids or proposals for the construction contract are received that exceed the  
22 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to  
23 permit contract award within the funding limitation. These additional services shall be performed at no  
24 increase in the price for which the services were specified. However, CONSULTANT shall not be required  
25 to perform such additional services at no cost to LOSSAN AGENCY if the unfavorable bids or proposals  
26 are the result of conditions beyond its reasonable control.



B. CONSULTANT will promptly advise LOSSAN AGENCY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, LOSSAN AGENCY will review CONSULTANT's revised estimate of construction cost. LOSSAN AGENCY may, if it determines that the estimated construction contract price is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth by LOSSAN AGENCY, or LOSSAN AGENCY may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, LOSSAN AGENCY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

**ARTICLE 25. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

All design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the Agreement documents and who shall assume professional responsibility for the accuracy and completeness of the design documents and construction documents prepared or checked by them.

**ARTICLE 26. FINISHED AND PRELIMINARY DATA**

A. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates, including, but not limited to, illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, will automatically be vested in LOSSAN AGENCY and no further agreement will be necessary to transfer ownership to LOSSAN AGENCY.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard

1 copy or machine-readable form, are intended for one-time use in the construction of the project for which  
2 this Agreement has been entered into.

3 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with  
4 the modification, or misuse by LOSSAN AGENCY of the machine-readable information and data provided  
5 by CONSULTANT under this Agreement. Further, CONSULTANT is not liable for claims, liabilities, or  
6 losses arising out of, or connected with any use by LOSSAN AGENCY of the project documentation on  
7 other projects, or for the completion of this project by others, except only as such use as may be  
8 authorized in writing by CONSULTANT.

9 D. It is expressly understood that any title to preliminary technical data is not passed to LOSSAN  
10 AGENCY, but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software  
11 design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of  
12 demonstrating an idea or message for LOSSAN AGENCY's acceptance before approval is given for  
13 preparation of finished artwork. Preliminary data title and right thereto shall be made available to LOSSAN  
14 AGENCY, if CONSULTANT causes LOSSAN AGENCY to exercise Article 13 "Termination", and a price  
15 shall be negotiated for all preliminary data.

16 E. All subcontracts entered into as a result of this Agreement shall contain all of the provisions  
17 of this Article.

18 **ARTICLE 27. STATE PREVAILING WAGE RATES**

19 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate  
20 requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local  
21 laws and ordinances applicable to the work.

22 B. When prevailing wages apply to the services described in the scope of work, transportation  
23 and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial  
24 Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

25 C. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,  
26 craftspersons or apprentices employed by CONSULTANT or subconsultant at any tier for any work

hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in the Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subconsultant and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at LOSSAN AGENCY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

D. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the California Labor Code, which is incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program.

E. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article. CONSULTANT agrees to insert or cause to be inserted the preceding clause in all subcontracts which provide for workers to perform work hereunder regardless of the subcontractor tier.

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#### **ARTICLE 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest agree as follows:

1 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under  
2 penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt,  
3 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title  
4 2, California Code of Regulations, Section 8103.

5 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not  
6 deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin,  
7 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,  
8 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor  
9 shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for  
10 employment because of race, religious creed, color, national origin, ancestry, physical disability, mental  
11 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
12 expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants  
13 shall ensure that the evaluation and treatment of their employees and applicants for employment are free  
14 from such discrimination and harassment.

15 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment  
16 and Housing Act (Government Code Section 12990 et seq.), the applicable regulations promulgated there  
17 under (Title 2 of the California Code of Regulations (CCR) Section 11000 et seq.), the provisions of  
18 Government Code Sections 11135-11139.5, and the regulations or standards adopted by LOSSAN  
19 AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing  
20 Commission implementing Government Code Section 12990 (a-f), set forth in 2 CCR Section 8100-8504,  
21 are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

22 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment  
23 and Housing (Department) and the LOSSAN AGENCY upon reasonable notice at any time during the  
24 normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books,  
25 records, accounts, and all other sources of information and its facilities as said Department or LOSSAN  
26 AGENCY shall require to ascertain compliance with this clause.

1 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this  
2 clause to labor organizations with which they have a collective bargaining or other Agreement.

3 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause  
4 in all subcontracts to perform work under this Agreement.

5 G. CONSULTANT, with regard to the work performed under this Agreement, shall act in  
6 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides  
7 that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which  
8 no person in the United States shall, on the basis of race, color, national origin, religion, sex, age,  
9 disability, be excluded from participation in, denied benefits of or subject to discrimination under any  
10 program or activity by the recipients of federal assistance or their assignees and successors in interest.

11 H. CONSULTANT shall comply with regulations relative to nondiscrimination in federally-  
12 assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of  
13 the 1964 Civil Rights Act). Specifically, CONSULTANT shall not participate either directly or indirectly in  
14 the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection  
15 and retention of subconsultants.

16 **ARTICLE 29. PRIVACY ACT**

17 A. CONSULTANT shall comply with, and assures the compliance of its employees with, the  
18 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.  
19 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government  
20 before the CONSULTANT or its employees operate a system of records on behalf of the Federal  
21 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and  
22 criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply  
23 with the terms of the Privacy Act may result in termination of the underlying Agreement.

24 B. CONSULTANT agrees to include this requirement in all its subcontracts at any tier.

25 **ARTICLE 30. CONFLICT OF INTEREST**

26 A. CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict

1 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable, or  
2 potentially unable to render impartial assistance or advice to LOSSAN AGENCY; CONSULTANT's  
3 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or  
4 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to  
5 LOSSAN AGENCY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All  
6 disclosures must be submitted in writing to LOSSAN AGENCY pursuant to the Notice provision herein.  
7 This disclosure requirement is for the entire term of this Agreement.

8 B. If the LOSSAN AGENCY determines that CONSULTANT, its employees, or subconsultants  
9 are subject to disclosure requirements under the Political Reform Act (Government Code section 81000  
10 et seq.), CONSULTANT and its required employees and subconsultants shall complete and file  
11 Statements of Economic Interest (Form 700) with the LOSSAN AGENCY's Clerk of the Board disclosing  
12 all required financial interests.

13 **ARTICLE 31. CODE OF CONDUCT**

14 A. CONSULTANT agrees to comply with the LOSSAN AGENCY's Code of Conduct as it relates  
15 to Third-Party contracts which is hereby referenced and by this reference is incorporated herein.

16 B. CONSULTANT agrees to include these requirements in all of its subcontracts.

17 **ARTICLE 32. CONTINGENT FEE**

18 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has  
19 been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding,  
20 for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona  
21 fide established commercial or selling agencies maintained by CONSULTANT for the purpose of  
22 securing business. For breach or violation of this warranty, LOSSAN AGENCY has the right to annul  
23 this Agreement without liability; pay only for the value of the work actually performed, or in its discretion  
24 to deduct from the contract price or consideration, or otherwise recover the full amount of such  
25 commission, percentage, brokerage, or contingent fee.

26 **ARTICLE 33. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL**

**FUNDS FOR LOBBYING**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

A. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any local, 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 or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

B. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. 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 U.S. Code Title 31 Section 1352,. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand (\$10,000) dollars and not more than one hundred thousand (\$100,000) Dollars for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed one hundred thousand (\$100,000) dollars, and that all such sub recipients shall certify and disclose accordingly.

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**ARTICLE 34. FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,

1 in order to avoid program and fiscal delays that would occur if the Agreement were executed after that  
2 determination was made.

3 B. This Agreement is valid and enforceable only if sufficient funds are made available to  
4 LOSSAN AGENCY for the purpose of this Agreement. In addition, this Agreement is subject to any  
5 additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature,  
6 or LOSSAN AGENCY governing board that may affect the provisions, terms, or funding of this Agreement  
7 in any manner.

8 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be  
9 amended to reflect any reduction in funds.

10 D. LOSSAN AGENCY has the option to terminate the Agreement pursuant to Article 13  
11 Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

12 **ARTICLE 35. EQUIPMENT PURCHASE**

13 A. Prior authorization, in writing, by LOSSAN AGENCY's Project Manager shall be required  
14 before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five  
15 thousand (\$5,000.00) Dollars for supplies, equipment or CONSULTANT services. CONSULTANT shall  
16 provide an evaluation of the necessity or desirability of incurring such costs.

17 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost  
18 Proposal and exceeding five thousand (\$5,000.00) Dollars prior authorization by LOSSAN AGENCY's  
19 Project Manager; three (3) competitive quotations must be submitted with the request, or the absence of  
20 bidding must be adequately justified.

21 C. Any equipment purchased as a result of this Agreement is subject to the following:

22 1. "CONSULTANT shall maintain an inventory of all nonexpendable property.  
23 Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost  
24 of \$5,000.00 or more. If the purchased equipment needs replacement and is sold or traded in,  
25 LOSSAN AGENCY shall receive a proper refund or credit at the conclusion of this Agreement, or if  
26 the Agreement is terminated, CONSULTANT may either keep the equipment and credit LOSSAN



1 AGENCY in an amount equal to the its fair market value, or sell such equipment at the best price  
2 obtainable at a public or private sale, in accordance with established LOSSAN AGENCY procedures;  
3 and credit LOSSAN AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep  
4 the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a  
5 competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser  
6 agreeable to both LOSSAN AGENCY and CONSULTANT. If it is determined to sell the equipment,  
7 the terms and conditions of such sale must be approved in advance by LOSSAN AGENCY.

8 2. Regulation CFR, Title 2, Part 200 requires a credit to Federal funds when  
9 participating equipment with a fair market value greater than five thousand (\$5,000.00) Dollars is  
10 credited to the project.

11 **ARTICLE 36. HEALTH AND SAFETY REQUIREMENTS**

12 A. CONSULTANT shall comply with all the requirements set forth in Exhibit G, Level 1 Safety  
13 Specifications. As used therein, "Contractor" shall mean "Consultant" and Subcontractor" shall mean  
14 "Sub-consultant."

15 B. CONSULTANT agrees to include this requirement in all of its subcontracts.

16 **ARTICLE 37. CONFIDENTIALITY OF DATA**

17 A. All financial, statistical, personal, technical, or other data and information relative to the  
18 LOSSAN AGENCY's operations, which are designated confidential by the LOSSAN AGENCY and made  
19 available to the CONSULTANT in order to carry out this Agreement, shall be protected by the  
20 CONSULTANT from unauthorized use and disclosure.

21 B. Permission to disclose information on one occasion, or public meeting held by the LOSSAN  
22 AGENCY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such  
23 information or disseminate the same on any other occasion.

24 C. CONSULTANT shall not comment publicly to the press or any other media regarding the  
25 Agreement or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff,  
26 CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in

1 response to questions from a Legislative committee.

2 D. CONSULTANT shall not issue any news release or public  
3 relations item of any nature, whatsoever, regarding work performed or to be performed under this  
4 Agreement without prior review of the contents thereof by the LOSSAN AGENCY, and receipt of the  
5 LOSSAN AGENCY's written permission.

6 **ARTICLE 38. EVALUATION OF CONSULTANT**

7 CONSULTANT's performance will be evaluated by LOSSAN AGENCY. A copy of the evaluation  
8 will be sent to CONSULTANT for comments. The evaluation together with any comments shall be  
9 retained as part of the Agreement record.

10 **ARTICLE 39. TITLE VI ASSURANCES**

11 The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of  
12 Transportation contracts between LOSSAN AGENCY and CONSULTANT to contain Appendices A and  
13 E of the Title VI Assurances. Appendices B, C, and D are to be included in contracts, if applicable. During  
14 the performance of this Agreement, CONSULTANT shall comply with the Title VI Assurances set forth in  
15 Appendices A through E, herein. Any references to "consultant" or "contractor" in this Article shall also  
16 mean "CONSULTANT" as defined under this Agreement. CONSULTANT shall include these Title VI  
17 Assurances in all subcontracts to perform work under this Agreement.

18 **APPENDIX A**

19 A. During the performance of this Agreement, the contractor, for itself, its assignees and  
20 successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

21 1. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to  
22 nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of  
23 Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the  
24 REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

25 2. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the  
26 AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or

disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations of Sub-agreements, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

5. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

a) withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

B. CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property of Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

1 • Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended,  
2 (prohibits discrimination based on race, creed, color, national origin, or sex);

3 • The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and  
4 applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section  
5 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to  
6 include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors,  
7 whether such programs or activities are Federally funded or not);

8 • Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis  
9 of disability in the operation of public entities, public and private transportation systems, places of public  
10 accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by  
11 Department of Transportation regulations 49 C.F.R. parts 37 and 38;

12 • The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits  
13 discrimination on the basis of race, color, national origin, and sex);

14 • Executive Order 12898, Federal Actions to Address Environmental Justice in Minority  
15 Populations and Low-Income Populations, which ensures discrimination against minority populations by  
16 discouraging programs, policies, and activities with disproportionately high and adverse human health or  
17 environmental effects on minority and low-income populations;

18 • Executive Order 13166, Improving Access to Services for Persons with Limited English  
19 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because  
20 of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps  
21 to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

22 • Title IX of the Education Amendments of 1972, as amended which prohibits you from  
23 discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

24 **ARTICLE 40. LIMITATION ON GOVERNMENTAL DECISIONS**

25 CONSULTANT shall not make, participate in making, or use its position to influence any  
26 governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,

1 and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq.  
2 CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any  
3 actions, votes, appoint any person, obligate, or commit LOSSAN AGENCY to any course of action or  
4 enter into any contractual agreement on behalf of LOSSAN AGENCY. In addition, CONSULTANT's  
5 personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a  
6 decision without significant intervening substantive review by LOSSAN AGENCY personnel, counsel, and  
7 management.

8 **ARTICLE 41. PROHIBITION**

9 A. The prime consultant firm and all subconsultants (at any tier) the firm, awarded this contract  
10 program management consultant services for the LOSSAN Agency will be precluded from participating  
11 (at any tier) on any engineering, technical services and/or construction-related work for projects which  
12 they will be overseeing on behalf of LOSSAN Agency.

13 B. Furthermore, CONSULTANT is advised that the evaluation of team composition with regards  
14 to potential conflicts of interest will be done on a case-by-case basis, as needed, throughout the term of  
15 this Agreement.

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23 **ARTICLE 42. FORCE MAJEURE**

24 Either party shall be excused from performing its obligations under this Agreement during the time  
25 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,  
26 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,

1 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or  
2 omission by the other party; when satisfactory evidence of such cause is presented to the other  
3 party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due  
4 to the fault or negligence of the party not performing.

5 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. L-5-0002 to be  
6 executed as of the date of the last signature below.

7 **CONSULTANT**

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL  
CORRIDOR AGENCY**

8  
9  
10 By: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Jewel  
Managing Director

11  
12  
13 **APPROVED AS TO FORM:**

14  
15 By: \_\_\_\_\_  
16 James M. Donich  
General Counsel  
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**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Information Sheet**

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of LOSSAN or any of its affiliated agencies. (Please see next page for definitions of these terms.)

**IMPORTANT NOTICE**

**Basic Provisions of Government Code Section 84308**

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$500 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: \_\_\_\_\_ RFP Title: \_\_\_\_\_

Was a campaign contribution made to any LOSSAN Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes \_\_\_\_\_ No \_\_\_\_\_

**If no**, please sign and date below.

**If yes**, please provide the following information:

Prime Contractor Firm Name: \_\_\_\_\_

Contributor or Contributor Firm's Name: \_\_\_\_\_

Contributor or Contributor Firm's Address: \_\_\_\_\_

Is Contributor:

- |   |           |          |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor  | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant   | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime<br>to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contributor

\_\_\_\_\_  
Print Firm Name

\_\_\_\_\_  
Print Name of Contributor

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY  
AND AFFILIATED AGENCIES**

**Board of Directors**

**Dana Reed, Chairman**  
**Gregg Hart, Vice Chairman**  
**Priya Bhat-Patel, Director**  
**Mary Lou Echternach, Director**  
**Jewel Edson, Director**  
**Caylin Frank, Director**  
**Raymond Gregory, Director**  
**Michael Hennessey, Director**  
**Kellie Hinze, Director**  
**Bryan MacDonald, Director**  
**Joe Mosca, Director**  
**Joseph L. Muller, Director**  
**Al Murray, Director**  
**Jimmy Paulding, Director**  
**Andy Pease, Director**  
**David Perry, Director**  
**Bill Sandke, Director**  
**Tim Shaw, Director**  
**Fred Strong, Director**  
**Jess Talamantes, Director**  
**Jim White, Director**  
**Das Williams, Director**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

<b>Project city/agency/other:</b>	
<b>Contact Name:</b>	<b>Phone:</b>
<b>Project Award Date:</b>	<b>Original Contract Value:</b>
<b>Term of Contract:</b>	
<b>(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:</b>	
<b>(2) Summary and Status of contract:</b>	
<b>(3) Summary and Status of action identified in (1):</b>	
<b>(4) Reason for termination, if applicable:</b>	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Inspector General

California Department of Transportation

## Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: \_\_\_\_\_

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

### Indirect Cost Rate (ICR):

Combined Rate: \_\_\_\_\_ Or

Home Office Rate: \_\_\_\_\_ and Field Office Rate (if applicable): \_\_\_\_\_

Facilities Capital Cost of Money (if applicable): \_\_\_\_\_

**Fiscal Period:\*** \_\_\_\_\_

\* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

### Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

### Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

### All A&E Contract Information:

- Total participation amount \_\_\_\_\_ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is \_\_\_\_\_
- Years of consultant's experience with 48 CFR Part 31 is \_\_\_\_\_
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit

Local Govt ICR Audit

Caltrans ICR Audit

CPA ICR Audit

Federal Govt ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:\*\* \_\_\_\_\_

Title:\*\*: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone:\*\*: \_\_\_\_\_

Email:\*\*: \_\_\_\_\_

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

**PROPOSAL EXCEPTIONS AND/OR DEVIATIONS**

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:\_\_\_\_\_

RFP No.:\_\_\_\_\_ RFP Title: \_\_\_\_\_

Deviation or Exception No. : \_\_\_\_\_

Check one:

- Scope of Work (Technical) \_\_\_\_\_
- Proposed Agreement (Contractual) \_\_\_\_\_

Reference Section/Exhibit: \_\_\_\_\_ Page/Article No. \_\_\_\_\_

Complete Description of Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rationale for Requesting Deviation or Exception:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Area Below Reserved for Authority Use Only:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



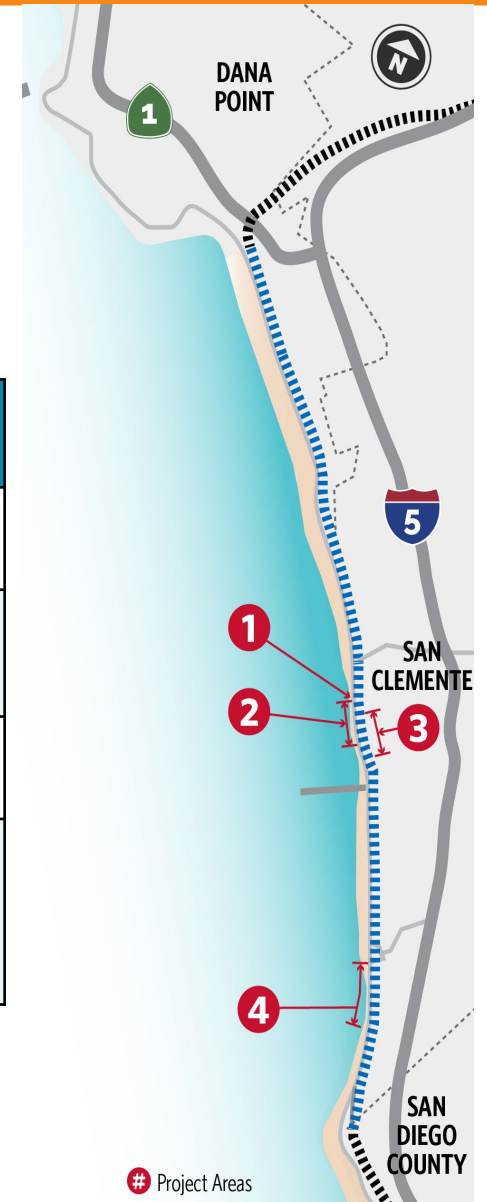
**Update on Emergency Need for Railroad Track  
Stabilization in the Vicinity of Mile Post 203.83 to 204.40  
and 206.00 to 206.70 on the Orange Subdivision**

# Coastal Rail Stabilization Priority Project

- Four priority reinforcement areas were identified in January 2024
- Proposed solutions evaluated at a preliminary design level considering different materials, performance, costs, methods, and schedule

Area	Location (MP)	Challenge	Proposed Solutions
1	203.80 – 203.90	Ongoing deterioration of existing riprap protection	Riprap repair (900 tons/600 CY) followed by sand nourishment
2	204.00 – 204.40	Erosion - no beach at high tide and direct wave attack damaging existing riprap protection	Riprap repair (6,750 tons/4,500 CY) followed by sand nourishment
3	204.07 – 204.34	Steep bluffs with high potential for failure that could impact rail infrastructure	1,400-ft catchment structure
4	206.00 - 206.10 206.42 - 206.70	Near San Clemente State Beach - erosion exposing areas of limited to no riprap protection	Riprap repair (2,100 tons/1,400 CY) and 1,200-ft shoreline protection structure followed by sand nourishment

MP – Mile Post  
CY – Cubic Yard



# Areas 1 and 2 Riprap Repair Activities

- All construction activities have been completed
- Provided responses to the California Coastal Commission (CCC) on Emergency Coastal Development Permit (eCDP) conditions of approval for Areas 1 and 2 which included:
  - Revetment as-built plans
  - Sand and revetment monitoring plans
  - Sand replenishment update
  - California State Transportation Agency commitment letter to perform potential railroad relocation analysis
  - Correspondence on habitat mitigation and monitoring plan
  - Nesting bird monitoring and avoidance memorandum (April 23, 2025 and April 28, 2025 surveys)
  - Resume of qualified engineer
  - Best management plan narrative
  - Before and after construction photos
  - Complaints or inquiries tracker
  - Sensitive work environment briefing and signatures
- Passenger rail service resumed on June 7, 2025





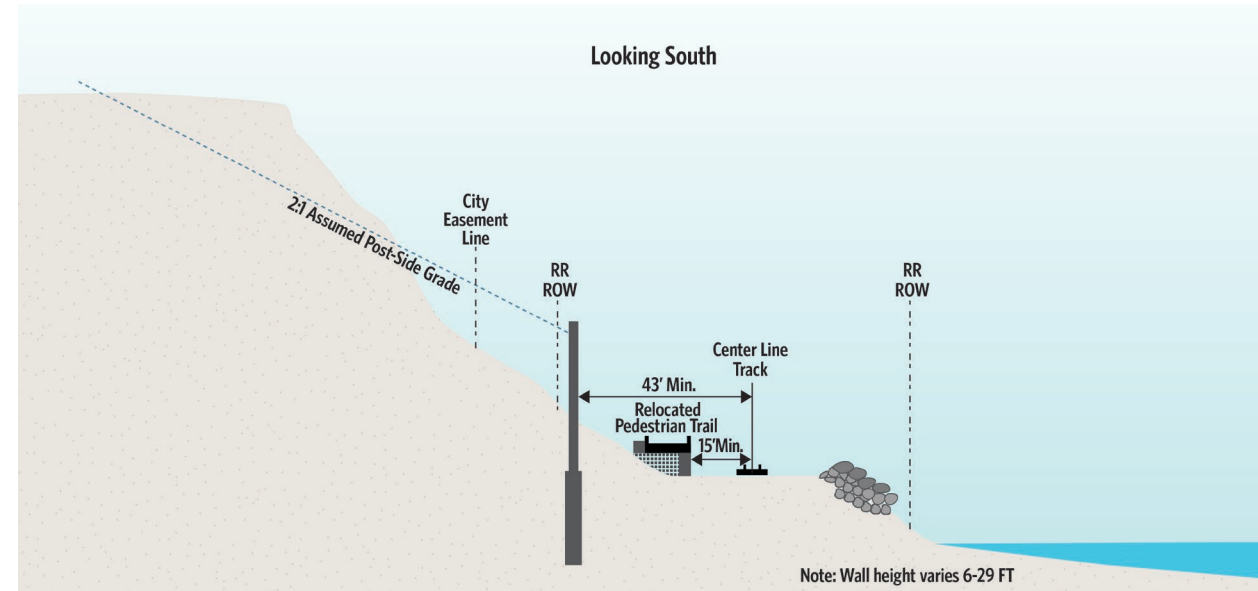
# North Beach and Area 1 Initial Sand Placement

- Orange County Transportation Authority (OCTA) is pursuing an inland sand source to place ~10,000 CY of sand in Area 1 and North Beach, outside of the United States Army Corps of Engineers (USACE) jurisdiction
- On-going coordination with Orange County Water District (OCWD) on availability of Prado Dam basin material
  - OCWD will environmentally clear, excavate, and move material from Prado Dam basin to nearby stockpile site in Fall 2025
- Commercial sand pit (Garnet Pit) located near the City of Palm Springs has sand available immediately
  - Sampled and tested sand from the Garnet Pit and obtained approval for use from the Dredging Material and Management Team
- OCTA is coordinating with Southern California Regional Rail Authority (SCRRA) for right-of-entry permit, USACE, and CCC on permitting, letter of permission, or waiver needs
- OCTA preparing sand placement plans and specifications for the initial sand placement
- This initial sand placement is part of the larger effort for placing 240,000 CY of sand nourishment for Areas 1 and 2 approved by the CCC



# Area 3 Mariposa Catchment Wall Activities

- California Transportation Commission allocated \$92.231 million on May 16, 2025
- On June 3, 2025, the Federal Railroad Administration (FRA) determined Area 3 is categorically excluded (CE) under the National Environmental Policy Act
- On June 17, 2025, FRA approved pre-award federal obligational authority to cover expenditures incurred since approval of the CE on June 3, 2025
- Contract executed and Notice to Proceed issued to design-build contractor, Condon Johnson & Associates (CJA)
  - 65 percent design package reviewed
  - Structural steel column order made by CJA (critical)
- Cooperative agreement for construction support finalized with SCRRA
- On-going design and wall aesthetics meetings with SCRRA and the City of San Clemente (City)
- Preparing wall aesthetics submittal for CCC approval



RR – Railroad  
ROW – Right-of-Way



# Area 3 Catchment Wall

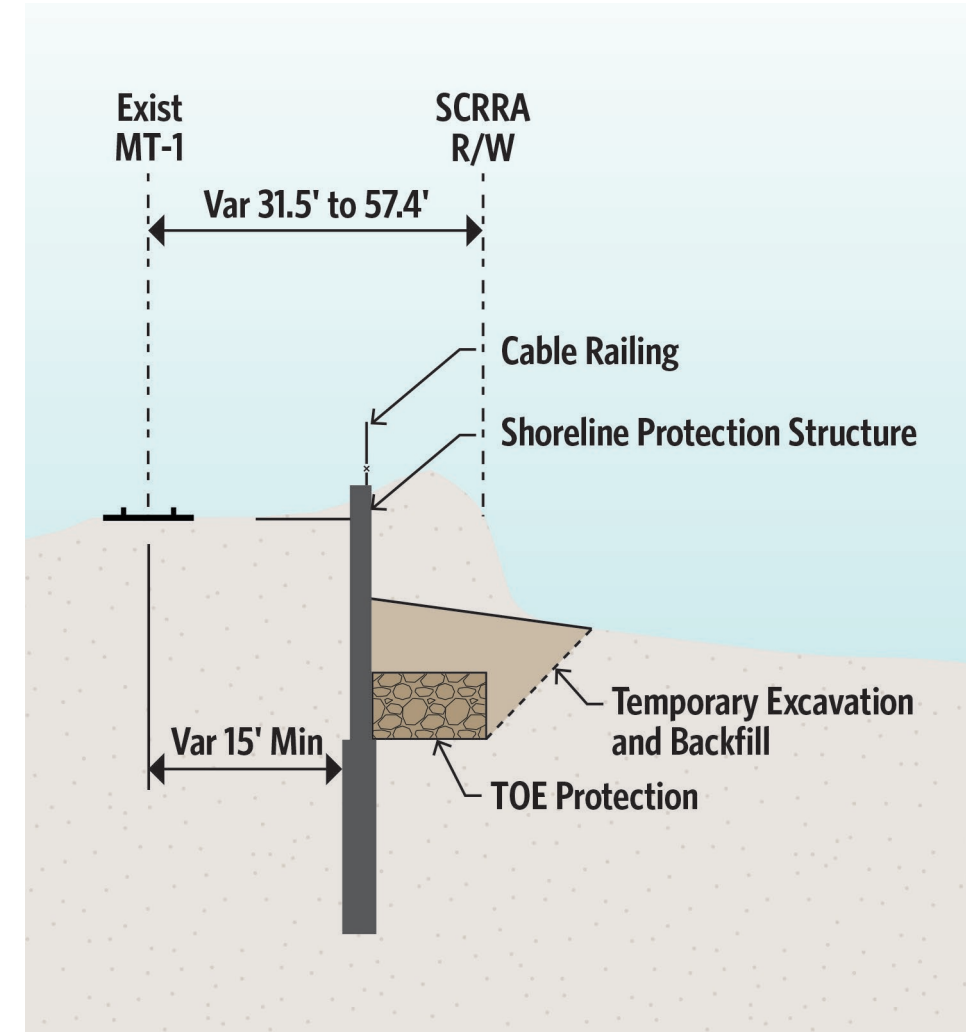


“DRAFT” Rendering  
Subject To Final Design Approvals





# Area 4 Shoreline Protection Structure Activities

- CCC does not recognize Area 4 as an emergency; no eCDP will be issued
- Resumed prior efforts to complete the pending CDP submitted in August 2024 and seek opportunities to expedite
- Met with CCC and discussed the results of the draft design alternatives analysis and detailed the reasons for each alternative considered
- CCC is reviewing the draft coastal erosion modeling report
- CCC to consider Area 4 CDP at future CCC meeting (date to be determined)
- Planning for geotechnical field investigations in preparation for conceptual design



*Area 4 – Shoreline Protection Structure*

# Estimated Schedule

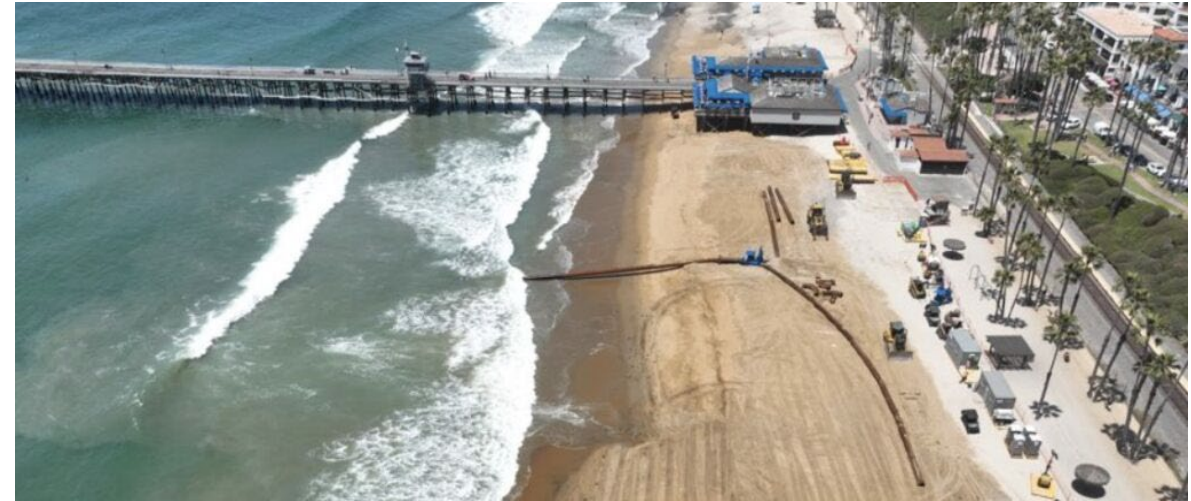
Area 3 Catchment Wall												
Estimated Number of Months	1	2	3	4	5	6	7	8	9	10	11	12
Contract Duration												
Notice to Proceed												
Final Design	2 Months											
Steel Procurement		4 Months										
Construction			10 Months									

Wall Construction										
Estimated Number of Months	1	2	3	4	5	6	7	8	9	10
Area 4 - Shoreline Protection Wall	8 Months									



# Sand Nourishment

- Received eight responses to Request for Information for sand dredging and placement on May 5, 2025; responsiveness review completed
- Met with responsive proposers Kiewit, Dutra, and Great Lakes Dredge & Dock on their proposals
- Preparing recommendation memo on prospective contractors
- OCTA is securing environmental clearance for offshore source dredging and placement of sand for Areas 1, 2, and 4.
- OCTA is utilizing previous studies by the City to streamline the process, and the cooperative agreement with the City for offshore sand exploration is executed
- Marine environmental studies for beach nourishment planned and underway
- Preliminary schedule (subject to change):
  - Environmental and final design approvals: Anticipated Q4 of 2025
  - Procure sand placement contractor: Anticipated Q1 of 2026
  - Bids Due Date: Anticipated Q2 of 2026
  - Contract Award and Notice to Proceed: Anticipated Q2 of 2026
  - Project Completion: Anticipated in 2027



*Pictures from San Clemente Sand Replenishment Project*

# Recommendation to OCTA Board

Reaffirm Resolution No. 2025-025 and authorize the Chief Executive Officer to take all necessary actions to address the emergency need for railroad track stabilization in the vicinity of Mile Post 203.83 to 204.40 and 206.00 to 206.70 on the Orange Subdivision, and to return to the Board of Directors, as required, to report on the status thereof.