

**DRAFT REQUEST FOR PROPOSALS (RFP) 1-3263**

**CONSULTANT SERVICES TO PREPARE THE  
PROJECT REPORT AND ENVIRONMENTAL  
DOCUMENT FOR THE SAN DIEGO COUNTY  
MAINTENANCE AND LAYOVER FACILITY**



**ORANGE COUNTY TRANSPORTATION AUTHORITY  
ON BEHALF OF:  
LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR  
AGENCY**

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

**Key RFP Dates**

<b>Issue Date:</b>	<b>February 16, 2021</b>
<b>Pre-Proposal Conference Date:</b>	<b>February 23, 2021</b>
<b>Question Submittal Date:</b>	<b>February 26, 2021</b>
<b>Proposal Submittal Date:</b>	<b>March 16, 2021</b>
<b>Interview Date:</b>	<b>April 7, 2021</b>

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## **NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 1-3263: “CONSULTANT SERVICES TO PREPARE THE PROJECT REPORT AND ENVIRONMENTAL DOCUMENT FOR THE SAN DIEGO COUNTY MAINTENANCE AND LAYOVER FACILITY”**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to **prepare the project report and environmental document for the San Diego County Maintenance and Layover Facility.**

Offerors are advised that Authority is now accepting proposals electronically in response to this procurement.

**Proposals must be submitted, electronically, through the following URL link:** <http://www.octa.net/Proposal Upload Link>, at or before **2:00 p.m. on March 16, 2021**. Offerors are instructed to visit the link, select “RFP 1-3263” from the drop-down menu and follow the instructions as prompted to upload proposal. Proposals must be submitted electronically at the link stated above and by the specified date and time.

Proposals and supplemental information to proposals received after the date and time specified above will be rejected and returned to Offeror unopened.

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 LOSSAN Agency 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 1-3263, 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 Services	Engineering - Architectural Engineering - Civil Engineering - Environmental Engineering - General Engineering - Traffic Land Surveying Railroad; Rapid Transit; Monorail - Architectural
Professional Consulting	Architectural & Engineering Design Consulting Consultant Services - General Environmental Consulting

Due to the COVID-19 pandemic, an on-site pre-proposal conference will not be held. **A pre-proposal conference will be held via Skype on February 23, 2021, at 9:00 a.m.** Prospective Offerors may call-in using the following credentials:

- Call-in Number: 714-560-5666
- Conference ID: 360127

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.

Offerors are asked to submit written statements of technical qualifications and describe in detail their work plan for completing the work specified in the Request for Proposal. **No Cost Proposal or estimate of work hours are to be included in this phase of the RFP process.**

The Authority has established April 7, 2021, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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, via Skype, on February 23, 2021, at 9:00 a.m. Prospective Offerors may call-in using the following credentials:

- Call-in Number: 714-560-5666
- Conference ID: 360127

An on-site pre-proposal conference will not be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to 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:

Megan Bornman, Contract Administrator  
Contracts Administration and Materials Management Department  
600 South Main Street  
P.O. Box 14184  
Orange, CA 92863-1584  
Phone: 714.560. 5064, Fax: 714.560.5792  
Email: mbornman@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 proposer, subcontractor, lobbyist or

agent hired by the proposer 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 proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority. mbornman@octa.net

## **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 must be received by the Authority no later than **5:00 p.m., on February 26, 2021.**
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. The following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

**Email: mbornman@octa.net**

### **3. Authority Responses**

Responses from the Authority will be posted on CAMM NET, no later than **March 4, 2021**. Offerors may download responses from CAMM NET at <https://cammmnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Megan Bornman, Contract Administrator.

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 Services	Engineering - Architectural
	Engineering - Civil
	Engineering - Environmental
	Engineering - General
	Engineering - Traffic
	Land Surveying
	Railroad; Rapid Transit;
	Monorail - Architectural
Professional Consulting	Architectural & Engineering
	Design Consulting
	Consultant Services - General
	Environmental Consulting

Inquiries received after 5:00 p.m. on February 26, 2021 will not be responded to.

## **F. SUBMISSION OF PROPOSALS**

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

### **1. Date and Time**

Offerors are advised that Authority is now accepting proposals electronically in response to this procurement.

Proposals must be received by Authority at or before 2:00 p.m. on March 16, 2021, in accordance with the instructions below.

Proposals must be submitted, electronically, through the following URL link: <http://www.octa.net/Proposal Upload Link>, at or before 2:00 p.m. on March 16, 2021. Offerors are instructed to visit the link, select "RFP 1-3263" from the drop-down menu and follow the instructions as prompted to upload proposal. Proposals must be submitted electronically at the link stated above and by the specified date and time.

Proposals and supplemental information to proposals received after the date and time specified above will be rejected and returned to Offeror unopened.

### **2. 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 Authority 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 firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this 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 Authority; 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 Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, 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 proposer 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 Authority'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.

**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. 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 Megan Bornman, Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. 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. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. 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 labor-hour 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 Authority'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 (Exhibit G) 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 Authority'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 (Exhibit G) 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.

e. Public Records Act Indemnification

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. Proposers should familiarize

themselves and exceptions thereto. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of any materials or information submitted in response to the RFP. Proposers must complete and sign the Exhibit H, Public Records Act Indemnification – Proposal Documents, and submit it with the proposal. Failure to complete Exhibit H may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

If a California Public Records Act request is received by Authority for the release of information identified by Proposer as propriety, trade secret, or confidential, the request will be referred to Proposer for review and consideration. If Proposer requests that the information be withheld from release, Proposer shall provide such request in writing with the legal basis under the Act for each requested withholding. Failure to notify the Authority in writing of its desire to withhold the records within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such documents, shall constitute a waiver of any claims Proposer may have had related to such disclosure.

Authority will review the request, determine if the disclosure of the records is required by law, and notify Proposer of such determination. If Authority determines that the disclosure of records is required by law, Authority will notify Proposer of such determination and provide Proposer the opportunity to seek a protective order or other appropriate legal relief to protect the records.

Proposer shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Exhibit H, Public Records Act Indemnification – Proposal Documents.

#### **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.

### 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. 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.

**4. Public Records Act Indemnification Form**

Offerors shall complete and sign the form entitled "Public Records Act Indemnification" provided in this RFP and submit it as part of the original proposal. Proposers must complete and sign either Option 1 or Option 2 whichever applies.

**5. Safety Specifications (Exhibit C)**

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

**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 25%**

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 35%**

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 **April 7, 2021**, 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 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 Authority.

**C. AWARD**

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the LOSSAN'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 Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority 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**



# **SCOPE OF WORK**

## **Preparation of Project Report / Environmental Document (PR/ED)**

**for**

## **San Diego County Maintenance and Layover Facility**

### **SECTION 1**

#### **1. DESCRIPTION OF PROJECT**

##### **1.1. General Description of Services**

This Scope of Work describes work elements necessary for the various tasks related to the preliminary engineering (35% design) and environmental documentation phase of the San Diego County Maintenance and Layover Facility Project (Project). The desired services shall be provided by what is herein referred to as the “CONSULTANT.” During the contract term, the CONSULTANT shall work directly for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency (AGENCY). For the purposes of the analyses, major project components to be considered by the CONSULTANT shall include but not be limited to the following:

- Construction of layover tracks to support storage of at least four 7-car trainsets and one 10-car trainset, with the ability to add additional layover tracks in future expansions.
- Modification of existing storage tracks to support supplemental rolling stock layover and maintenance functions
- Construction of maintenance and servicing buildings for both locomotives and passenger cars.
- Oil drip pans to contain any oil spills from the locomotives.
- Oil water separator(s) to capture any oil spills from drip pans
- Service pit the entire length of one layover track
- Ground power and ground air availability at each layover track
- Sanitary sewer discharge stations connected to City sewer line
- Train wash with wastewater treatment and recycling capabilities
- Access for fueling trucks to all trainsets stored
- Access road/fire lane to allow maintenance and emergency vehicles to circulate
- Electrical design for LED lighting to meet Amtrak specifications and to allow for night-time maintenance activities

- Railroad Sub-ballast Preparation
- Grading and Drainage
- Water Quality Management Plan
- Gate and security fencing modifications to secure facility
- Building for maintenance storage, locker and restroom facility and administrative office (including briefing and crew quiet room)
- Yard limit (non-mainline) track work including switches and service platform
- Potable and Non-potable water cabinet every 86-feet along designated layover tracks
- Facility mounted blue light and blue flags for each track.

The AGENCY is anticipated to be the California Environmental Quality Act (CEQA) Lead Agency and will carry out the project approval process. The CONSULTANT shall prepare the CEQA environmental documentation and associated supporting studies. No federal funding or approval is anticipated for this project. The anticipated CEQA document is an Environmental Impact Report.

CONSULTANT shall utilize the documents identified below as resource documents. It is not the AGENCY's intent to provide a comprehensive list of resources; therefore, CONSULTANT shall make use of additional reference materials, as appropriate. CONSULTANT shall also be responsible for ensuring the use of the most recent version of all reference materials, including any addenda and errata.

- A Policy on Geometric Design of Highways and Streets (AASHTO 2011)
- California Public Utilities Commission (CPUC) General Orders Requirements
- California Regional Water Quality Control Board Requirements
- Manual of Uniform Traffic Control Devices (MUTCD 2012)
- MUTCD California Supplement (2012)
- Standard Specifications for Public Works Construction (SSPWC)
- BNSF Railway (BNSF) and National Railroad Passenger Corporation (Amtrak) Design Guidelines
- City of San Diego Standard Plans and Specifications
- City of San Diego Public Utilities Industrial Wastewater Requirements
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMP's)
- American Railway Engineers Association (AREA) Standards
- American Rail Engineers Maintenance Association (AREMA) Standards

- CEQA Handbooks
- Utility Agreements and Plans
- California Building Code (CBC) and Division of the State Architect (DSA) Access Compliance Reference Materials Provisions.
- CONSULTANT deliverables shall conform to the following:
  - All electronic data produced and supporting the PR/ED shall be provided on electronic media (CD, DVD, or portable storage drive) in formats consistent with the AGENCY software programs.
  - All drafting shall be in conformance with the CADD User's Manual and shall be delivered electronically in CADD file formatting.
  - All railroad base mapping will utilize appropriate BNSF stationing and record of survey data.

## **1.2. Project Background**

The AGENCY, in coordination with the California Department of Transportation Division of Rail and Mass Transportation (Caltrans), Amtrak, BNSF, the San Diego Association of Governments (SANDAG), North County Transit District (NCTD) and San Diego Metropolitan Transit Systems (MTS), referred to herein as "Stakeholders", proposes a new maintenance and layover facility for the Pacific Surfliner in San Diego County, at the southern end of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) rail corridor to increase overnight maintenance and storage capacity and service reliability. The LOSSAN rail corridor is 350 miles in length and serves Metrolink and COASTER commuter trains, Amtrak intercity trains, and BNSF and Union Pacific Railroad freight trains and is identified as the second most heavily traveled intercity passenger rail corridor in the nation.

San Diego is the southern terminus of Amtrak's Pacific Surfliner service ("Service"). Four Pacific Surfliner trains regularly overnight each day at the Santa Fe Depot in downtown San Diego for morning departures the following day. Both the California State Rail Plan (SRP) and the AGENCY Business Plan identify the desire for additional Service to and from San Diego. As currently configured, the existing facility at the Santa Fe Depot does not have the capacity to accommodate existing and future growths in the Service. The Project will allow for the fleet of equipment operating on the Pacific Surfliner to have a dedicated maintenance and storage facility. The Project will also support the service expansion and enhancement goals for the Pacific Surfliner. In addition, this new facility can be utilized by COASTER commuter service to support service expansion goals within San Diego County, supporting additional opportunities for integration and connectivity to the regional transit network.

The Project is currently funded by funds awarded through the Transit and Intercity Rail Capital Program (TIRCP). The funding was awarded in the most recent TIRCP funding cycle in April 2020.

### **1.3. Standards**

#### **1.3.1. Latest Editions**

CONSULTANT shall perform all services under the Agreement in conformance and in compliance with the latest City of San Diego, County of San Diego, Amtrak, BNSF and Caltrans applicable design and other Federal, State and local environmental standards.

#### **1.3.2. Conflicts**

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by CONSULTANT from other agencies, CONSULTANT shall submit the matter to the AGENCY for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by CONSULTANT prior to clarification by the AGENCY shall be at CONSULTANT's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by CONSULTANT for extra work unless CONSULTANT can demonstrate that it has incurred additional expenses as a result thereof. Any work not affected by such conflicts, ambiguities discrepancies, errors or omissions shall continue to be performed by the CONSULTANT during this time.

### **1.3.3. Preliminary Engineering and Environmental Documentation**

Preparation of the Project Report (PR) will be in accordance with the latest edition of the Caltrans "Project Development Procedures Manual" (utilized as a guide rather than formal procedures), City of San Diego, Amtrak and BNSF design standards. Environmental documentation work shall be prepared in conformance with CEQA guidelines and regulations.

If non-standard features become apparent during the initial design, CONSULTANT shall prepare a design exception memorandum following City of San Diego, Amtrak, BNSF or Caltrans guidelines as appropriate.

### **1.3.4. Plans and Reports / Studies**

CONSULTANT shall prepare plans in English units and on standard plan and profile sheets acceptable to BNSF or Amtrak, as appropriate and directed by the AGENCY. Plans shall be provided in latest CADD format as requested by BNSF or Amtrak and be prepared in accordance with the current version of BNSF or Amtrak published CADD standards as appropriate.

Written reports and studies should be provided in hard copies and Adobe PDF format. Microsoft Word or Excel copies should be provided upon request.

### **1.3.5. CONSULTANT Deliverables Format**

All electronic data produced and supporting the PR/ED shall be provided on electronic media (CD/DVD and portable thumb drive) in PDF and original source file formats consistent with Amtrak and BNSF software programs. The electronic data shall also be available on secured web-based collaboration and document management system accessible by the project team and by the AGENCY even after the contract term has ended.

All vector geographic data layers shall be delivered in either ESRI Shapefile or Personal Geodatabase (MS ACCESS) format. Aerial photography shall be delivered in tiled Tagged Image File Format (TIFF) with "world" files or Joint Photographic Experts Group (JPEG) with "world" files. Raster data can be delivered in ArcGRID format. The coordinate system for all geographic data layers shall be California Coordinate System State Plane, Zone VI (FIPS 0406), units = feet, North American Datum 1983.

All electronic data produced and supporting the PR/ED shall be provided on either archival grade 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs and high quality portable thumb drive with USB 3.0 interface support using MicroStation V8i - Select Series 3 up to version 08.11.09.292 dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineer's electronic signature and seal, shall be provided to the AGENCY upon completion of the PR and environmental studies/documentation. Files may be submitted on up to five (5)

CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG.

All electronic data produced and supporting the PR/ED shall be provided to the AGENCY and shall be organized and indexed. This includes but is not limited to all drawings, reports, tables, graphs, exhibits, and appendices in their original source electronic format (.dgn, .tiff, .jpg, .docx, .xlsx, .pdf, etc.).

## **SECTION 2**

### **2. GENERAL CONDITIONS AND REQUIREMENTS**

- The AGENCY will identify a Project Manager who will be the single point of contact for communication and coordination with CONSULTANT.
- The AGENCY'S Project Manager will manage the Agreement and provide general direction to CONSULTANT.
- CONSULTANT shall comply with the Project Manager's requests, and fully cooperate with the AGENCY staff, other agencies, or consultants assigned to the Project. It is the responsibility of the CONSULTANT to immediately notify the Project Manager in writing for clarification to requests or any direction considered inconsistent with the Agreement.
- It is not the intent of the foregoing paragraph to relieve CONSULTANT of their professional responsibility during the performance of this Scope of Work. In those instances where the CONSULTANT believes a better design or solution to a problem is possible without increasing the project budget, CONSULTANT shall promptly notify the AGENCY in writing of these concerns, together with the reasons, and the AGENCY will consider the request and respond in a timely matter with a response to these concerns in writing.
- CONSULTANT shall be responsible for the accuracy, consistency and completeness of reports, studies, data, plans, estimates and other related material prepared for the Project and shall check such material accordingly. CONSULTANT shall implement a quality management program which includes independent checks of materials prior to all submittals.
- Reports, studies, plans, data, estimates, and documents produced by CONSULTANT shall be subject to approval and acceptance by the AGENCY, Amtrak, BNSF, the City of San Diego and Caltrans, as applicable. In the event of nonacceptance due to errors, inconsistencies and omissions, CONSULTANT shall have ten (10) business days to make corrections and return the documents to the AGENCY unless an alternate turnaround time is agreed by both parties in writing.

- All deliverables, such as; reports, studies, plans, estimates and other documents furnished under this Scope of Work, shall meet the customary standards of professional care. As part of the Project Quality Control Plan, CONSULTANT shall develop a report and design plan template that, at a minimum, include the Agreement number, date, page number and a Table of Contents. The data shall be presented neatly, well-organized, technically and grammatically correct, and conform to any other requirements established within the CONSULTANT's approved quality management plan. All work products shall clearly identify the preparer, checker, approver, and submitted with proper sign-offs.
- The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the California registered professional engineer(s) responsible for their preparation.
- To assist in understanding contract objectives and requirements, CONSULTANT shall hold regular bi-weekly conference calls with the AGENCY and other stakeholders, as applicable. The frequency of these meetings can be adjusted by mutual written agreement (e.g. email) of the AGENCY. If additional meetings are required because of the CONSULTANT not meeting the originally established schedule, the CONSULTANT shall be responsible for those related costs. The primary purpose of these meetings is to discuss work objectives, CONSULTANT's work schedule, the terms of the contract and other related issues. In addition, the meetings shall serve as a forum for resolving any issues related to the PR/ED development.
- The AGENCY shall have the right, from time-to-time, to monitor and review the progress and/or processes of CONSULTANT, including Project records and files, by visiting CONSULTANT's facilities or by requiring coordination meetings.
- CONSULTANT shall notify the AGENCY before establishing direct contact with governmental regulatory and resource agencies and others to obtain information, expertise, and assistance in developing baseline data and resource inventories. CONSULTANT shall maintain a record of such contacts and shall transmit copies of those records to the AGENCY, as requested. CONSULTANT shall retain these records in Project files.
- Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyors Act. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- CONSULTANT shall designate a Survey Manager who will coordinate CONSULTANT's surveying operations. The Survey Manager shall be responsible for all matters related to CONSULTANT's surveying operations.

- Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to the AGENCY, Amtrak, BNSF, the City of San Diego or any other Stakeholder, as required by this Scope of Work, these shall be submitted in draft as scheduled, and the opportunity provided for reviewing agencies to direct revisions, prior to final submission.
- It is the responsibility of CONSULTANT and its sub-consultants to identify all stakeholders and required permits for design and construction. CONSULTANT shall obtain the proper permit(s) from local and state agencies and from BNSF, the City of San Diego, or Port of San Diego as necessary prior to any field investigations.
- CONSULTANT shall comply with all applicable federal, state, and local regulations regarding safety equipment and procedures for roadway and railroad. CONSULTANTS shall wear proper Personal Protective Equipment (PPE) when conducting field investigations. In case of a discrepancy between requirements, the most stringent regulation shall apply.
- CONSULTANT team shall be responsible for supporting and assisting AGENCY staff in the Board of Directors (Board) approval process during the preparation of the ED and PR. These may include but are not limited to: providing Project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. CONSULTANT team shall also be responsible for supporting the AGENCY with coordinating with other agencies regarding various issues related to the Project. CONSULTANT shall obtain approval from AGENCY's Project Manager prior to any changes to personnel, including sub-consultants. Key personnel removal without prior consent of AGENCY's Project Manager shall be deemed as out of contract compliance.

### **SECTION 3**

The Scope of Work (SOW) for the Project Report and Environmental Document (PR/ED) phase of the project shall include the following tasks:

## **3. SCOPE OF WORK**

### **3.1. Task 1: Project Management & Meetings**

This task includes the Project management services including the requirements for meetings, schedules, progress reports, invoicing and administration of CONSULTANT work.



### **3.1.1. Project Management Plan**

CONSULTANT shall prepare a comprehensive Project Management Plan (PMP) to communicate the scope of work, constraints, and technical requirements to all project participants. The project management plan shall also describe the responsibilities of each participant in the project.

The following items should be included in the PMP:

- Project description
- Project map
- Scope of work and task listing
- Project organization chart and hierarchy of communications
- Key project staff names and responsibilities
- Project controls including schedule (in P6 or MS Project format) and budget
- Document management procedures including electronic document filing index
- Applicable design standards and codes listing
- Applicable computer software programs
- Communications procedures
- Quality management procedures
- Risk management procedures including a risk register

A copy of the project management plan should be given to each project participant at the beginning of the project and a meeting should be held with all participants to explain all project requirements.

### **3.1.2. Quality Control Plan**

The CONSULTANT shall submit a quality control/quality assurance (QA/QC) plan for this project within 30 calendar days of receipt of notice to proceed (NTP). The plan shall be developed in accordance with the OCTA's established minimum QA/QC requirements. In addition to AGENCY staff, Amtrak staff, Caltrans staff, BNSF staff, consultants, Stakeholders and other affected third parties may be requested to review deliverables submitted by the CONSULTANT during the project. However, in no way shall review by these parties relieve the CONSULTANT's responsibility of maintaining quality control and quality assurance in accordance with OCTA and all applicable federal/state/local standards and procedures.

### **3.1.3. Document Control**

The CONSULTANT will establish a digital document control system, approved by the AGENCY, that will allow for the documentation of all necessary reports, drawings, agreements and costs and other project records for easy navigation and access to all PARTIES involved. The document control system should be

adaptable to allow different levels of access for the various stakeholders. The document control system should also allow access for the AGENCY to all Project files and records following the end of contract or CONSULTANT must transfer all Project files and records to the AGENCY at the end of contract.

#### **3.1.4. Project Schedule**

CONSULTANT shall submit an initial Project Master Schedule within 15 working days following NTP. Upon approval by the AGENCY, this schedule will become the Project Baseline Schedule. The approved Project Baseline Schedule shall be shown on the Project Master Schedule updates. The following elements must be included by CONSULTANT in the Schedule:

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by CONSULTANT and approved by the AGENCY
- Work items of agencies and other third parties that may affect or be affected by CONSULTANT's activities
- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule

CONSULTANT shall submit a copy of the Project Master Schedule to the AGENCY Project Manager for review and approval. Monthly schedule updates will be part of the Progress Report.

#### **3.1.5. Monthly Progress Reporting**

The CONSULTANT shall prepare and submit monthly progress reports to the AGENCY Project Manager including updates on key milestones, project schedule, and percent complete detail for each task, particularly worked on during the reporting period. This report shall be included with the monthly invoice and received no later than the tenth (10th) calendar day of the month following the month being reported.

#### **3.1.6. Project Development Team (PDT) Meetings**

The CONSULTANT shall schedule, coordinate, and participate in regular PDT meetings, the frequency for which will align with key milestone dates and decisions and reflected in the Project Master Schedule. The CONSULTANT shall be prepared to discuss draft and final deliverables as well as prepare meeting notes on design or environmental related issues discussed, including notations for specific or directed follow-up action items.

### **3.1.7. Stakeholder Coordination**

- i. Local / State Agencies (Cities, SANDAG, NCTD, SDMTS, Caltrans, Port): The preliminary plans shall be developed in coordination with the City of San Diego (City), Port of San Diego (Port), Amtrak, and BNSF. Adherence to local standards will be required as applicable. Communications with City staff on questionable civil design requirements and/or interpretation of standards shall be documented and submitted to the City for written concurrence.
- ii. Railroad (BNSF / Amtrak): The CONSULTANT shall be required to maintain coordination and communication with BNSF and Amtrak in addressing issues involving access to the railroad right of way, permits, safety considerations and training, track design standards and practices, signal design, communications, and other items of concern that arise during the design process. Communications with BNSF or Amtrak on questionable design requirements and/or interpretation of standards shall be documented and submitted to the agencies for written concurrence. BNSF is responsible for the final design for all components that interface with their mainline, including railroad signaling and communications.
- iii. Meetings & Correspondence: In addition to regular PDT meetings, the CONSULTANT may be required to attend issue specific coordination meetings, as necessary (estimate up to four (4) meetings), with the various agencies or Stakeholders involved in this project.
- iv. Presentations & Visuals: The AGENCY, Caltrans or SANDAG staff and the project management team may lead any proposed outreach activities. Technical support in coordinating and setting up the activities, as well as visual displays may be required to support these activities. The CONSULTANT shall provide presentation materials (such as site plan drawings of the station and other project components...) as needed for presentations.

### **3.2. Task 2: Preliminary Engineering (35% Design)**

Upon approval by both the AGENCY and the BNSF on a preferred site configuration and layout concept, CONSULTANT will initiate preliminary engineering of the facility.

#### **3.2.1. Right-of-way and Utility Identification:**

CONSULTANT shall identify right-of-way (R/W) impacts and proposed utility impacts associated with the preferred alternative. Existing R/W lines, and centerlines for roadway and railroads, shall be plotted from record information.

Based on the preliminary geometric plans, right-of-way acquisition or lease delineation shall be prepared for review and approval by the AGENCY, BNSF and the City. Potential impacts shall be delineated via right-of-way lines on appropriate base mapping.

Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely Project impact (full take, partial take, severance, etc.).

Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition or lease negotiations, property surveys and other acquisition activities are not included as part of this Scope of Work.

A R/W Data Sheet will be prepared to document costs related to right-of-way needs.

#### *Utilities*

CONSULTANT shall utilize available information to identify proposed utility impacts to prepare an analysis summarizing utility impacts and shall establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for the alternatives.

CONSULTANT shall contact each utility company affected and a preliminary determination of relocation requirements and responsibilities shall be made.

CONSULTANT shall identify any potentially affected utility areas which may be subject to the requirements of the California Public Utility Commission General Order 131-D. Utility potholing is not included as part of this scope of work.

#### *Deliverable(s):*

- R/W lines delineated on plans
- R/W Data Sheets
- Preliminary impacted utilities delineated on Layout Plans
- Utility Conflict Matrix
- Preliminary Cost Estimate of utility relocations/impacts associated with the alternatives

### **3.2.2. Hydraulics / Hydrology Study:**

CONSULTANT shall analyze and update existing information for roadway and railroad drainage systems and identify impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities, including a pump station, if required CONSULTANT shall ensure that the recommendations include sufficient right-of-way and budget for required storm water controls and identify Project specific permanent and temporary measures that may be required to mitigate anticipated impacts.

Necessary replacements and/or improvements shall include incorporation of the local agencies standards and be coordinated with the City's Drainage Master Plan and Water Quality Best Management practices.

*Deliverable(s):*

- Identification of major drainage improvements on layout plans or drainage plans
- Inclusion of drainage improvements in cost estimate
- Draft Hydraulics/Hydrology Study
- Final Hydraulics/Hydrology Study

**3.2.3. Preliminary Geotechnical Report:**

CONSULTANT shall identify and address potential impacts of site topography, geology, soils, and seismic activity on the Project. CONSULTANT shall review readily-available geotechnical and geologic information and subsurface soil conditions within the project study area to provide preliminary geotechnical recommendations for Project feasibility and cost estimating and prepare a Preliminary Geotechnical Report (PGR). CONSULTANT shall also conduct a geologic reconnaissance of the location to observe potential geotechnical and geologic issues that could arise during design.

*Deliverable(s):*

- Draft and Final Preliminary Geotechnical Report

**3.2.4. Aerial Topographic Mapping and Field Surveys:**

The CONSULTANT shall be responsible for obtaining and verifying the required topographic survey necessary for this project. It is noted that railroad survey data may be tied to a different coordinate system and must be reconciled by the CONSULTANT as appropriate. The CONSULTANT shall produce and provide 24" x 36" survey drawing(s) to include but not be limited to at least two permanent County or local jurisdiction benchmarks, existing right of ways, property lines, centerline stationing, point numbers, North & East coordinates, and elevations; and a TIN or DTM file. All survey data and TIN/DTM shall be given to the AGENCY in digital format (and hard copy as requested), on separate sheets from the preliminary design plans.

- The CONSULTANT shall prepare topographic mapping and perform design surveys in U.S. Customary Units at 1"=40' scale and 1 foot contours. Existing features shall be shown, including but not limited to the railroad, roadways, pavement markers/stripping, curb and gutter, buildings, bridge structure limits, vegetation, signs, lighting, signals, above ground utilities, manholes, drainage inlets and any other visible features. CONSULTANT shall establish railroad stationing based on BNSF or Amtrak record surveys (as appropriate) and prepare its track survey in accordance with BNSF standards.
- The CONSULTANT shall verify the physical existence of Monumental Control Points and, if necessary, re-establish such Control Points. The

CONSULTANT shall perform detailed field surveys of existing street and drainage features. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features. The CONSULTANT shall verify survey results and then transmit them in AutoCAD format, along with ASCII point and station-offset files of all field survey ties. The CONSULTANT shall survey Geotechnical Boring locations, as necessary, to verify these locations.

### **3.2.5. Preliminary Design Plans**

Preliminary design plans that are to be included shall be at a minimum:

- *Facility Design Plan* – This should include servicing and storage tracks, parts storage, mechanical and operations building with crew base, maintenance building(s) for rolling stock and locomotives, train wash with water treatment capability, service pit locations and safety and security measures. Sufficient lighting shall also be provided to support nighttime maintenance efforts.
- *Grading and Drainage Plans* – this should include provisions for an oil / water separator for drip pans.
- *Utility Plans* – including locations of Head End Power (HEP) hookups for trains laying over, ground power and an air supply for maintenance of the equipment.
- *Vehicular / Maintenance Access Plan*
- *Construction Staging Plan*
- *Cost Estimates* – CONSULTANT shall prepare Project Report level cost estimates to be analyzed in the Draft and Final Project Report based on the preliminary engineering plans and cost estimates.

### **3.2.6. Design Standard Exception Memorandum**

CONSULTANT shall prepare and submit to the AGENCY, BNSF, Amtrak and the City a Design Standards Exceptions Memorandum evaluating the non-standard design features for the Project with coordination and in accordance with acceptable agencies' criteria, as applicable. Include draft design exception forms from the City, Amtrak and/or BNSF as applicable.

#### *Deliverable(s):*

- Design Standard Exceptions Memorandum
- Design Exception Forms (as applicable)

### **3.2.7. Storm Water Data Report (SWDR)**

CONSULTANT shall prepare a Storm Water Data Report (SWDR) to identify the selection and design of Best Management Practices (BMPs) in compliance with the California construction and industrial storm water permit process. CONSULTANT shall coordinate with the City, County, and Regional Water Quality Control Board for the specific region for this Project.

The SWDR will summarize the storm water quality issues of a Project and each alternative. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the Project will address temporary, permanent, and treatment BMPs for the Project. The SWDR will be approved by obtaining the signatures of the Project Engineer who prepared the SWDR and the Regional Water Quality Control Board.

#### *Deliverable(s):*

- Draft SWDR
- Final SWDR

## **3.3. Task 3: Preparation of Project Report**

### **3.3.1. Draft Project Report**

CONSULTANT shall prepare a Draft Project Report using the Caltrans PDPM as a guide, rather than a formal procedure. The Draft Project Report will contain a discussion of the existing conditions, the need for improvements, the alternatives considered, and the recommendation for a preferred alternative.

CONSULTANT shall submit the Draft Project Report to the AGENCY. The AGENCY will be responsible for transmitting the Draft Project Report to Amtrak, BNSF, Caltrans, and other stakeholders as appropriate for review and comment. Two full review cycles are assumed for this scope of work.

#### *Deliverable(s):*

- Draft Project Report

### **3.3.2. Final Project Report**

CONSULTANT shall incorporate comments from the review of the Draft Project Report and shall conduct a meeting or conference call / webinar with the reviewing agencies to discuss the comments. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. All comments and response to comments shall be documented in a spreadsheet and included with the final Project Report. The final Project Report shall be submitted to the AGENCY. The AGENCY will be responsible for distributing the final Project Report to the project stakeholders.

#### *Deliverable(s):*

- Final Project Report

### **3.4. Task 4: Environmental Document**

CONSULTANT shall conduct the environmental analyses to meet California Environmental Quality Act (CEQA) requirements. A preliminary environmental constraints analysis was conducted and considered key topic areas that would most likely present constraints for the project at each site and/or would require regulatory permits. These key topics included land use, hazardous materials, noise, biological resources, wetlands, and waters and coastal zone. Based on this preliminary analysis, the recommended CEQA document is an Environmental Impact Report (EIR). The CONSULTANT shall also utilize CEQA Appendix G: Environmental Checklist to determine if any additional environmental factors should be considered in the analysis. The required permit identified as part of the preliminary analysis is a Coastal Development Permit, however additional permits may be required and should be identified by the CONSULTANT as part of the environmental process.

It is not anticipated the project will require clearance under the National Environmental Policy Act (NEPA); however, should there become a federal nexus for the project (i.e. funding or permits), then NEPA sufficient documentation may also be required.

#### *Deliverable(s):*

- California Environmental Quality Act (CEQA) Environmental Document.

#### **3.4.1. Base Maps for Environmental Studies**

CONSULTANT shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of the site. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section hazardous materials sites, and land uses and R/W sites. Data from publicly available sources will be used and adjusted, where appropriate, based on field surveys and observations conducted by the CONSULTANT.

#### *Deliverable(s):*

- Mapping to initiate environmental studies
- GIS mapping of environmental considerations/surveys

#### **3.4.2. Conduct Environmental Evaluation**

In preparing the environmental technical studies, CONSULTANT should utilize the Caltrans Standard Environmental Reference (SER) as a guide to comply with CEQA requirements for the preparation of the environmental documentation. However, it is the Consultant's responsibility to evaluate all applicable technical reports for inclusion. It will include concise application and



enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations should be prepared in accordance with Caltrans' SER.

Technical studies and other information to be prepared include but may not be limited to the following. The studies listed below are intended to be standalone documents, however, the CONSULTANT would also be responsible for addressing other environmental factors (i.e., growth inducing, utilities, public services, etc.) in support of the environmental document. These analyses may be integrated into the environmental document.

- i. Water Quality Technical Memorandum – If the proposed project anticipates an increase in impervious surface and/or storm water runoff, the CONSULTANT shall develop a Conceptual/Preliminary Water Quality Mitigation Plan (WQMP) based on the appropriate template as defined by the County of San Diego or the State. The Project may also be subject to the state and federal water quality requirements. Local surface and groundwater water quality requirements are regulated in this region by the San Diego Regional Water Quality Control Board and its Basin Plan water quality standards ([https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/basin\\_plan/](https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/)). A Conceptual/Preliminary WQMP will be prepared to support the environmental document. The Conceptual/Preliminary WQMP will qualitatively assess the Project's impacts on receiving water quality during construction and post-construction conditions based on the region's applicable storm water regulations and consistent with the California construction storm water permit. The Conceptual/Preliminary WQMP will assess the baseline water quality conditions from available information and beneficial uses of receiving waters downstream of the Project. The Conceptual/Preliminary WQMP will also identify the potential water quality issues from Project construction, post-construction and operation activities, and identify applicable mitigation measures (Best Management Practices and hydro modification measures) to address the short-term and long-term impacts.

Up to one submittal of the Conceptual/Preliminary WQMP will be required. The Conceptual/Preliminary WQMP will discuss the following with respect to the template requirements:

- The approach for the water quality assessment and the evaluation of the potential impacts related to implementing the Project.
- Regional Hydrology, Local Hydrology, Floodplains, Groundwater Resources, Topography, Climate, and Soils/Erosion Potential.

- The applicable requirements of the Federal Clean Water Act (CWA), State Water Quality Regulations (Statewide General Construction Permit), State Requirements under Section 402 of the Federal CWA, Beneficial Uses, Groundwater and Surface Water Quality Objectives, and Impaired Waters. The WQMP will discuss the risk analysis that will be conducted as part of the Storm Water Pollution Prevention Plan consistent with the California Statewide General Construction Permit (Order 2009-0009-DWQ [(as amended by 2010-0014-DWQ and 2012-0006-DWQ)]. The appropriate Risk Level based on planned construction schedule duration and the condition of the receiving waters will be determined.
- Potential storm water quality mitigation measures (Best Management Practices) that may be needed per the water quality requirements applicable to the Project to address urban runoff treatment, Total Maximum Daily Loads (TMDLs)/watershed mandates, and hydro modification management will be obtained from the SWDR and incorporated in the WQMP.
- Receiving waters will be confirmed as to status of being impaired water which may be subject to addressing measures to comply with 303(d) listed water bodies and/or TMDL.

*Deliverable(s):*

- Draft Water Quality Technical Memorandum
  - Final Water Quality Technical Memorandum
- ii. Noise and Vibration Report – CONSULTANT shall prepare a Noise and Vibration Technical Memorandum that analyzes the project's noise impacts during the construction and operational periods by project phase. The analysis shall include noise monitoring (or modeling) of ambient conditions at representative locations as well as modeling of predicted future modeling during construction and operation of the project. If it is determined that project-related noise impacts would occur, the Noise Technical Memorandum shall make recommendations for noise attenuation.

*Deliverable(s):*

- Draft Noise and Vibration Technical Memorandum
  - Final Noise and Vibration Technical Memorandum
- iii. Hazardous Materials Site Assessment – The Project will be constructed on existing railroad property. A hazardous materials analysis shall be performed by CONSULTANT to identify parcels potentially containing hazardous materials that could pose a threat to the environment or people. The assessment shall include a database review, historical

records review, agency records review, site visit, and interviews with property owners, operators, or occupants. The CONSULTANT should also determine if any further investigation is needed as it relates to contamination on site as well as appropriate disposal of materials for the Project.

*Deliverable(s):*

- Draft Hazardous Materials Site Assessment
- Final Hazardous Materials Site Assessment

- iv. *Air Quality Analysis* – This Project will require the construction of a new passenger train maintenance facility to support the storage and layover of trains. An air quality analysis shall be performed by CONSULTANT to assess the potential impacts associated with potential idling of trains overnight. As part of this analysis, CONSULTANT shall estimate overall emission changes for PM<sub>10</sub>, PM<sub>2.5</sub>, reactive organic gases (ROG) and nitrogen oxides (NO<sub>x</sub>), as well as changes in carbon monoxide (CO) and sulfur oxides (SO<sub>x</sub>) emission burdens from the trainsets laying over in the facility based upon the service levels and fuel/power usage of the specific equipment assumed for the service. Emission rates should be obtained from EPA and CARB data, along with available local air district information.

*Deliverable(s):*

- Draft Air Quality Report
- Final Air Quality Report

- v. *Cultural Resources Study* – A records search is needed to identify potential impacts to cultural and historic resources. If it is determined from the records search that historical and/or archaeological resources are known to have occurred on the project site, then further analysis may be warranted.

An Area of Potential Effects (APE) map shall be delineated to determine if any prehistoric or historic archaeological resources are located within the project site. CONSULTANT shall prepare an APE map delineating areas of direct and indirect impacts to cultural resources. The CONSULTANT should utilize the Caltrans Environmental Handbook, Volume 2, as a guide.

In compliance with Assembly Bill 52, Native American tribes shall be notified of the project. Measures should be employed during the construction phase to address Native American artifacts and encountering of human remains.

The CONSULTANT shall perform consultation with the Native American Heritage Commission (NAHC) to determine if there are recognized tribes

in the project area. In addition, compliance with Assembly Bill 52 is required.

*Deliverable(s):*

- Cultural surveys/reports, and supporting documents
- Draft APE map
- Final APE map
- Approved APE for inclusion and delineating the analyses in the cultural surveys/reports
- If warranted, a finding of adverse effects shall be included

- vi. Biological Resources Study – The CONSULTANT shall perform a high-level biological survey to verify the presence or absence of sensitive biological resources and assess the drainages on site. If state and/or federal listed species or habitat are found to be present, a CDFW 2081 Incidental Take Permit or USFWS Section 7 Consultation may be required for potential impacts.

Furthermore, if the project requires removal of vegetation during the migratory bird nesting season (generally March 1-September 15), a preconstruction nesting bird survey would be required. If nesting migratory birds are found, project activity within an appropriate buffer (varying by species) may be required to halt until all nesting activities have ceased or all juveniles have fledged. The results of the survey should be summarized in a biological resources study.

*Deliverable(s):*

- Draft Biological Resources Study Report
- Final Biological Resources Study Report

## SECTION 4

### Project Schedule

The current project schedule for the Preparation of Project Report / Environmental Document (PR/ED) for San Diego County Maintenance and Layover Facility will be as follows:

ACTIVITY	DATE
A. Notice to Proceed/ Begin Work	Month and year
B. Draft PR and ED	Month and year
C. Final ED	Month and year

**EXHIBIT B: PROPOSED AGREEMENT**

1 **AGREEMENT NO. L-1-0001**

2 **BETWEEN**

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

4 **AND**

5 \_\_\_\_\_  
6 **THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("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**, LOSSAN AGENCY requires assistance from CONSULTANT to prepare the project  
12 report and environmental document for the San Diego County Layover and Maintenance Facility project;  
13 and

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

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

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

19 **WHEREAS**, the LOSSAN AGENCY's Board of Directors authorized this Agreement on \_\_\_\_  
20 \_\_\_\_\_.

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

23 **ARTICLE 1. COMPLETE AGREEMENT**

24 A. This Agreement, including all exhibits and documents incorporated herein and made  
25 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of  
26 this Agreement between LOSSAN AGENCY and CONSULTANT and it supersedes all prior

1 representations, understandings and communications. The invalidity in whole or in part of any term or  
2 condition of this Agreement shall not affect the validity of other terms or conditions.

3 B. LOSSAN AGENCY's failure to insist in any one or more instances upon CONSULTANT's  
4 performance of any terms or conditions of this Agreement shall not be construed as a waiver or  
5 relinquishment of LOSSAN AGENCY's right to such performance or to future performance of such terms  
6 or conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.  
7 Changes to any portion of this Agreement shall not be binding upon LOSSAN AGENCY except when  
8 specifically confirmed in writing by an authorized representative of LOSSAN AGENCY by way of a written  
9 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

10 **ARTICLE 2. LOSSAN AGENCY DESIGNEE**

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

13 **ARTICLE 3. SCOPE OF WORK**

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

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

20 **Names**

**Functions**

21  
22 C. No person named in paragraph B of this Article, or his/her successor approved by LOSSAN  
23 AGENCY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or  
24 level of commitment hereunder be changed, without the prior written consent of LOSSAN AGENCY.  
25 Should the services of any key person become no longer available to CONSULTANT, the resume and  
26 qualifications of the proposed replacement shall be submitted to LOSSAN AGENCY for approval as soon



as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. LOSSAN AGENCY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

**ARTICLE 4. TERM OF AGREEMENT**

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through \_\_\_\_\_, unless earlier terminated or extended as provided in this Agreement.

**ARTICLE 5. PAYMENT**

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 6, LOSSAN AGENCY shall pay CONSULTANT on a firm-fixed price basis in accordance with the following provisions.

B. The following schedule shall establish the firm-fixed payment to CONSULTANT by LOSSAN AGENCY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by LOSSAN AGENCY, including, but not limited to reimbursement for local meals.

<u>Task</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Project Management & Meetings	\$0.00
2	Preliminary Engineering (35% Design)	\$0.00
3	Preparation of Project Report	\$0.00
4	Environmental Document	\$0.00
<b>TOTAL FIRM-FIXED PRICE PAYMENT</b>		<b>\$ 0.00</b>

C. CONSULTANT shall invoice LOSSAN AGENCY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may

1 be requested by LOSSAN AGENCY to substantiate the validity of an invoice. At its sole discretion,  
2 LOSSAN AGENCY may decline to make full payment for any task listed in paragraph B of this Article  
3 until such time as CONSULTANT has documented to LOSSAN AGENCY's satisfaction, that  
4 CONSULTANT has fully completed all work required under the task. LOSSAN AGENCY's payment in  
5 full for any task completed shall not constitute LOSSAN AGENCY's final acceptance of CONSULTANT's  
6 work under such task; final acceptance shall occur only when LOSSAN AGENCY's release of the  
7 retention described in paragraph D.

8 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations  
9 under this Agreement, LOSSAN AGENCY shall retain ten percent (10%) of the amount of each invoice  
10 submitted for payment by CONSULTANT. All retained funds shall be released by LOSSAN AGENCY  
11 and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless  
12 LOSSAN AGENCY elects to audit CONSULTANT's records in accordance with Article 16 of this  
13 Agreement. If LOSSAN AGENCY elects to audit, retained funds shall be paid to CONSULTANT within  
14 thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by  
15 such audit. During the term of the Agreement, at its sole discretion, LOSSAN AGENCY reserves the right  
16 to release all or a portion of the retained amount based on CONSULTANT's satisfactory completion of  
17 certain milestones. CONSULTANT shall invoice LOSSAN AGENCY for the release of the retention in  
18 accordance with Article 5.

19 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in  
20 duplicate to LOSSAN AGENCY's Accounts Payable office. CONSULTANT may also submit invoices  
21 electronically to LOSSAN AGENCY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). Each  
22 invoice shall be accompanied by the monthly progress report specified in paragraph C of this Article.  
23 LOSSAN AGENCY shall remit payment within thirty (30) calendar days of the receipt and approval of  
24 each invoice. Each invoice shall include the following information:

- 25 1. Agreement No. L-1-0001;
- 26 2. Specify the task number for which payment is being requested;

3. The time period covered by the invoice;

4. Total monthly invoice (including project-to-date cumulative invoice amount); and  
retention;

5. Monthly Progress Report;

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

7. Any other information as agreed or requested by LOSSAN AGENCY to  
substantiate the validity of an invoice.

**ARTICLE 6. MAXIMUM OBLIGATION**

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

**ARTICLE 7. NOTICES**

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

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To CONSULTANT:

To LOSSAN AGENCY:

Los Angeles-San Diego-San Luis Obispo Rail

Corridor Agency

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Megan Bornman

Contract Administrator

E-mail: mbornman@octa.net

Tel: 714-560-5064

Cc: James Campbell

LOSSAN Program Manager

E-mail: jcampbell@octa.net

Tel: 714-560-5390

**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 during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of LOSSAN AGENCY, its officers, directors, employees or agents;

4. Employers' Liability with minimum limits of \$1,000,000.00; and

5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

6. Railroad Protective Liability insurance listing the Railroad as the named insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

a) No other endorsements restricting coverage may be added.

b) The original policy must be provided to the Railroad prior to performing any work or services under this Agreement.

c) All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

d) CONSULTANT agrees to waive its right of recovery against Railroad and LOSSAN AGENCY for all claims and suits against Railroad and LOSSAN AGENCY. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad and LOSSAN AGENCY for all claims and suits. The certificate of insurance must also have attached the waiver of subrogation endorsement. CONSULTANT further waives its right of recovery, and

1 its insurers also waive their right of subrogation against Railroad and LOSSAN AGENCY for loss of its  
2 owned or leased property or property under CONSULTANT's care, custody or control.

3 B. If any portion of the operation is to be subcontracted by CONSULTANT, CONSULTANT must  
4 require that the subconsultant provide, and maintain the insurance coverages set forth herein, naming  
5 the City of San Diego, BNSF Railway and the Port of San Diego as additional insureds, and requiring that  
6 the subconsultant release, defend and indemnify Railroad to the same extent and under the same terms  
7 and conditions as CONSULTANT is required to release, defend and indemnify railroad herein.

8 C. Proof of such coverage, in the form of a certificate of insurance, with the LOSSAN AGENCY,  
9 its officers, directors, employees and agents, designated as additional insureds as required by contract.  
10 In addition, provide an insurance policy blanket additional insured endorsement. Both documents must  
11 be received by LOSSAN AGENCY prior to commencement of any work. Proof of insurance coverage  
12 must be received by LOSSAN AGENCY within ten (10) calendar days from the effective date of this  
13 Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance  
14 maintained by LOSSAN AGENCY. Furthermore, LOSSAN AGENCY reserves the right to request  
15 certified copies of all related insurance policies.

16 D. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No.  
17 L-1-0001; and, the Contract Administrator's Name, Megan Bornman.

18 E. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall  
19 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

20 F. CONSULTANT shall be required to immediately notify LOSSAN AGENCY of any  
21 modifications or cancellation of any required insurance policies.

22 **ARTICLE 10. ORDER OF PRECEDENCE**

23 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

24 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of  
25 RFP 1-3263; (3) CONSULTANT's proposal dated \_\_\_\_\_; (4) all other documents, if any, cited  
26 herein or incorporated by reference.

1           **ARTICLE 11. CHANGES**

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

10          B. CONSULTANT shall only commence work covered by an amendment after the amendment  
11 is executed by LOSSAN AGENCY.

12           **ARTICLE 12. DISPUTES**

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

19          B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with  
20 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,  
21 Camm. Nothing in this Agreement, however, shall be construed as making final the decision of any  
22 AUTHORITY official or representative on a question of law, which questions shall be settled in  
23 accordance with the laws of the State of California.

24           **ARTICLE 13. TERMINATION**

25          A. LOSSAN AGENCY may terminate this Agreement for its convenience at any time, in whole  
26 or part, by giving CONSULTANT written notice thereof. Upon said notice, LOSSAN AGENCY shall pay

CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by LOSSAN AGENCY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against LOSSAN AGENCY under this Agreement.

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B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from LOSSAN AGENCY provides otherwise. Upon receipt of the notice from LOSSAN AGENCY, CONSULTANT shall submit an invoice for work and/or services performed prior to the date of termination. LOSSAN AGENCY shall pay CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against LOSSAN AGENCY under this Agreement. LOSSAN AGENCY shall not be liable for any claim of lost profits or damages for such termination.

**ARTICLE 14. INDEMNIFICATION**

CONSULTANT shall indemnify, defend, and hold harmless LOSSAN AGENCY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify LOSSAN AGENCY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of LOSSAN AGENCY.

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**ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

A. 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.

B. LOSSAN AGENCY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. 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/Addresses</u>	<u>Subcontractor Amounts</u>
	\$0.00
	\$0.00

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

CONSULTANT shall provide LOSSAN AGENCY, or other agents of LOSSAN AGENCY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as LOSSAN AGENCY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by LOSSAN AGENCY. LOSSAN AGENCY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS**

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

**ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

**ARTICLE 19. PROHIBITED INTERESTS**

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.

**ARTICLE 20. 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. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from LOSSAN AGENCY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by LOSSAN AGENCY.

B. 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

1 with the performance of the project. CONSULTANT shall comply with LOSSAN AGENCY's policies  
2 regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to  
3 CONSULTANT or becomes generally known to the related industry shall be deemed confidential.  
4 CONSULTANT shall not use LOSSAN AGENCY's name, photographs of the project, or any other  
5 publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper,  
6 seminar or other medium without the express written consent of LOSSAN AGENCY.

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

12 **ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

13 A. In lieu of any other warranty by LOSSAN AGENCY or CONSULTANT against patent or  
14 copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense  
15 any claim or suit against LOSSAN AGENCY on account of any allegation that any item furnished under  
16 this Agreement or the normal use or sale thereof arising out of the performance of this Agreement,  
17 infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all  
18 costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly  
19 notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT's  
20 expense for the defense of same. However, CONSULTANT will not indemnify LOSSAN AGENCY if the  
21 suit or claim results from: (1) LOSSAN AGENCY's alteration of a deliverable, such that said deliverable  
22 in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of  
23 a deliverable in combination with other material not provided by CONSULTANT when such use in  
24 combination infringes upon an existing U.S. letters patent or copyright.

25 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all  
26 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify LOSSAN

1 AGENCY under any settlement made without CONSULTANT's consent or in the event LOSSAN  
2 AGENCY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense  
3 shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit  
4 or claim, CONSULTANT, at no expense to LOSSAN AGENCY, shall obtain for LOSSAN AGENCY the  
5 right to use and sell said item, or shall substitute an equivalent item acceptable to LOSSAN AGENCY  
6 and extend this patent and copyright indemnity thereto.

7 **ARTICLE 22. DESIGN WITHIN FUNDING LIMITATIONS**

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

18 B. CONSULTANT will promptly advise LOSSAN AGENCY if it finds that the project being  
19 designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility  
20 within these limitations. Upon receipt of such information, LOSSAN AGENCY will review  
21 CONSULTANT's revised estimate of construction cost. LOSSAN AGENCY may, if it determines that the  
22 estimated construction contract price is so low that award of a construction contract not in excess of such  
23 estimate is improbable, authorize a change in scope or materials as required to reduce the estimated  
24 construction cost to an amount within the estimated construction contract price set forth by LOSSAN  
25 AGENCY, or LOSSAN AGENCY may adjust such estimated construction contract price. When bids or  
26 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 23. 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 contract 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 24. FINISHED AND PRELIMINARY DATA**

A. All of CONSULTANT's finished technical data, 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, shall be LOSSAN AGENCY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or claim to such finished, LOSSAN AGENCY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

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**ARTICLE 25. GENERAL WAGE RATES**

A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices employed by CONSULTANT or subcontractor 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 of the State of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subcontractor 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 AUTHORITY'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.

B. In addition to the foregoing, CONSULTANT agrees to comply with all other provisions of the Labor Code of the State of California, 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. 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.

**ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

A. If during the course of this Agreement, additional equipment is required, which will be paid for by the LOSSAN AGENCY, CONSULTANT must request prior written authorization from the LOSSAN AGENCY's project manager before making any purchase. As part of this purchase request,

CONSULTANT shall provide a justification for the necessity of the equipment or supply and submit copies of three (3) competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the justification for the sole source.

B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased that will be paid for by the LOSSAN AGENCY. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment or supply. A copy of the inventory record shall be submitted to the LOSSAN AGENCY upon request.

C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment and credit LOSSAN AGENCY in an amount equal to its fair market value. Fair market value shall be determined, at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the equipment at the best price obtainable and credit LOSSAN AGENCY in an amount equal to the sales price. If the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by LOSSAN AGENCY's project manager.

D. Any subconsultant agreement entered into as a result of this Agreement shall contain all provisions of this clause.

**ARTICLE 27. CONFLICT OF INTEREST**

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

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**ARTICLE 28. CODE OF CONDUCT**

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

**ARTICLE 29. HEALTH AND SAFETY REQUIREMENT**

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

**ARTICLE 30. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. L-1-0001 to be  
2 executed as of the date of the last signature below.

3           **CONSULTANT**

4           **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL**

5           **CORRIDOR AGENCY**

6 By \_\_\_\_\_

7 By \_\_\_\_\_

8 Donna DeMartino  
9 Managing Director

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

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

12           **APPROVED AS TO FORM:**

13 By \_\_\_\_\_

14 James M. Donich  
15 General Counsel

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

**EXHIBIT C: SAFETY SPECIFICATIONS**

## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

### **PART I – GENERAL**

#### **1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

#### **1.2 REGULATORY**

- A. Injury/Illness Prevention Program  
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

## **LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS**

- B. Substance Abuse Prevention Program  
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program  
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program  
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
  - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan  
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

### **1.3 INCIDENT NOTIFICATION AND INVESTIGATION**

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
  - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
  - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
  - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
  - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
  - 1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
  - 2. Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
  - 3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

## LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

### 1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

### 1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

### 1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. OCTA Yard Safety Rules

END OF SECTION

**EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM**

**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



**EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**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 \$250 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 \$250 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 \$250 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 \$250 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 \$250 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**

**Al Murray, Chairman**  
**Dana Reed, Vice Chairman**  
**Priya Bhat-Patel, Director**  
**Laurie Davies, Director**  
**Mary Lou Echternach, Director**  
**Jewel Edson, Director**  
**John Fasana, Director**  
**Caylin Frank, Director**  
**Kyle Gradinger, Director**  
**Gregg Hart, Director**  
**Ellie Haviland, Director**  
**Jeff Lee, Director**  
**Bryan MacDonald, Director**  
**Ron Morrison, Director**  
**Cathy Murillo, Director**  
**Mark A. Murphy, Director**  
**Andy Pease, Director**  
**David Perry, Director**  
**Bill Sandke, Director**  
**Tim Shaw, Director**  
**Fred Strong, Director**  
**Jess Talamantes, Director**  
**Alan D. Wapner, Director**  
**Jim White, Director**

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

**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:


**EXHIBIT H: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL  
DOCUMENTS**



## PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

**Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.**

### **Option #1: Public Records Act Indemnification Agreement**

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer's proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer's proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

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Official, legal name of Proposing Firm (Type or Print)

Contact Name: \_\_\_\_\_ (Print Name)

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

Signed by: \_\_\_\_\_

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

**Option #2: Non-Applicability**

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

\_\_\_\_\_  
Official, legal name of Proposing Firm (Type or Print)

Contact Name: \_\_\_\_\_ (Print Name)

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

Signed by: \_\_\_\_\_

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