

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

REQUEST FOR STATEMENTS OF QUALIFICATION

TO PROVIDE

ON-CALL PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT SERVICES

FOR

CAPITOL CORRIDOR CAPITAL PROJECTS

RFSOQ2022-01

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Pre-Proposal Meeting:

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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. INTRODUCTION.....	1
II. SCOPE OF SERVICES	4
III. ESTIMATED COST.....	5
IV. COMPENSATION	5
V. CONFLICT OF INTEREST	7
VI. TERM OF AGREEMENT	8
VII. AGREEMENT	8
VIII. PROPOSAL SUBMISSION	9
IX. CONSULTANT SELECTION	17
X. PRE-AWARD AUDIT	21
XI. PROTEST PROCEDURE	22

EXHIBITS

EXHIBIT 1: AGREEMENT FOR CONSULTING SERVICES

ATTACHMENT A: SCOPE OF SERVICES

ATTACHMENT B: KEY PERSONNEL LIST

ATTACHMENT C: PROJECT CONSULTANT TEAM

ATTACHMENT D: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
REQUIREMENTS

EXHIBIT 2: ADVANCE AGREEMENT FOR PROVISIONAL COST REIMBURSEMENT

EXHIBIT 3: PROVISIONAL COST REIMBURSEMENT AND RATE DATA

EXHIBIT 4: STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

ATTACHMENT A: COST DISCLOSURE STATEMENT (CDS)

EXHIBIT 6: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

EXHIBIT 7: CERTIFICATION REGARDING LOBBYING

EXHIBIT 9: PROJECT CONSULTANT TEAM

EXHIBIT 10: ADDENDA ACKNOWLEDGEMENT

**REQUEST FOR STATEMENTS OF QUALIFICATIONS
TO PROVIDE
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FOR
CAPITOL CORRIDOR JOINT POWERS AUTHORITY**

I. INTRODUCTION

A. CCJPA and CONSULTANT

The Capitol Corridor Joint Powers Authority ("CCJPA") intends to engage the services of a consulting firm or joint venture ("CONSULTANT") to provide project management and construction management services for CCJPA capital projects.

B. Requesting Proposals

Accordingly, CCJPA is now accepting Statements of Qualifications ("SOQ(s)") from proposers ("Proposers") for consideration for the selection of a CONSULTANT to perform the scope of services specified in this Request for Statements of Qualifications ("RFSOQ").

1. Services being sought with this RFSOQ will be required on an as-needed basis; assignments may be made to CONSULTANT by CCJPA, at its sole discretion, by means of Work Directive(s) ("WD(s)").
2. The administrative procedures for issuing WD(s) are set forth in Exhibit 1, AGREEMENT FOR CONSULTING SERVICES ("Agreement"), to this RFSOQ (Article 1.3, WORK DIRECTIVES). Among other things the procedures for issuance of WD(s) will include the following:
 - a. Upon receipt of a Work Directive Proposal Request ("WDPR"), CONSULTANT will prepare within the time specified in the WDPR a Work Directive Proposal ("WDP") containing a detailed Work Directive, cost estimate and schedule for CCJPA's written approval and issuance of a unilateral Purchase Order (PO) prior to the CONSULTANT implementing the WD.
 - b. CCJPA reserves the right to terminate a WD and redirect the remainder of the Work to another Consultant(s).
 - c. If a WDP is rejected, neither party shall have any rights or obligations arising out of the WDP or WDPR.
 - d. Compensation for the costs of WDP preparation, or costs incurred as result of an accepted WD, are addressed in Section IV, COMPENSATION of this RFSOQ.

C. Entering into an Agreement

1. Based upon Section VII, AGREEMENT, below, the CONSULTANT selected will be required to enter into the Agreement with CCJPA.

D. Funding Sources

A variety of funding may be used to fund WDs including federal, state, and local sources. The Agreement entered into as a result of this RFSOQ may be funded, in part or in full, under a grant from (a) the United States Department of Transportation ("DOT"), Federal Railroad Administration ("FRA"), and/or (b) the State of California through the California Department of Transportation ("CALTRANS") or via Regional or Local funds. Contractual provisions required by the State of California Department of Transportation is set forth in Exhibit 1, Attachment D.

E. RFSOQ Proposal Costs

This RFSOQ does not commit CCJPA to enter into an agreement, to pay any costs incurred in the preparation or presentation of a Statement of Qualification, or to procure or contract for services.

1. CCJPA reserves, at its sole discretion, the right to reject any and all SOQ's solicited by this RFSOQ and to waive informalities and minor irregularities in any SOQ received.
2. CCJPA also reserves, at its sole discretion, the right to negotiate with all qualified Proposers, or to cancel this RFSOQ in whole or in part.
3. CCJPA may require selected Proposers to participate in negotiations and to submit such cost or technical data or other revisions of its proposals as may result from such negotiations.
4. CCJPA may request Proposer(s) to extend the validity period of its proposal beyond the requirements set forth in Section VIII.B.3, by written agreement between CCJPA and the Proposer(s) concerned.

F. California Public Records Act

This RFSOQ and any material submitted by the Proposer are subject to public inspection under the California Public Records Act (California Government Code Section 6250 et seq.), unless exempted by law.

Public Disclosure: CCJPA is subject to the California Public Records Act set forth above and any documents submitted except Statements of Qualifications and Business References, which are exempt from public inspection pursuant to California Public Utilities Code Section 99154, shall be subject to public inspection and copying pursuant to the California Public Records Act. In addition, Proposers should specifically identify any portion of their SOQ's which they deem to contain confidential, proprietary information or trade secrets (Confidential Information) and will be required to provide, upon request, justification and defense of Proposer's position that such material should not be disclosed by the CCJPA under the California Public Records Act.

In the event there is a Public Records Act request filed with CCJPA seeking disclosure of Confidential Information that has been designated as Confidential Information by Proposer pursuant to the Proposal, CCJPA agrees to give Proposer prompt written notice of such request, and Proposer agrees to assist CCJPA in responding to the request by reviewing the documents requested and confirming that Proposer wishes that they not be made public by CCJPA. In addition, Proposer agrees to hold CCJPA harmless and, at CCJPA's option, provide legal defense for CCJPA from all claims and demands including attorneys' fees asserted against

CCJPA that may result from CCJPA refusing to make public documents that Proposer has designated as Confidential Information. Proposer also agrees that, if any action is filed in court seeking disclosure of the Confidential Information declared proprietary by Proposer, CCJPA may deposit the documents with the court and Proposer will defend its designation of the information as Confidential Information.

G. Award from RFSOQ

CCJPA intends to make one (1) award resulting from this RFSOQ. The prime awardee and its subconsultants may be precluded from performing services in connection with other related procurements or from participating as a vendor or contractor on projects for which they are providing services under the Agreement resulting from this RFSOQ, which when determined on a case-by-case basis represent a conflict of interest, in CCJPA's sole judgment. For example, if a firm is the design engineer of record for a CCJPA construction contract and that firm is a member of the on-call PM/CM consultant team, that firm would be prohibited from providing CM services personnel for the construction contract for which the firm is the engineer of record. Other firms that may be a member of the PM/CM consultant team, who are not the design engineer of record, would not be prohibited from providing CM services personnel.

PROPOSERS MAY OBTAIN INFORMATION ON THE STATUS OF THE AWARD OF THIS AGREEMENT BY CHECKING THE CCJPA WEBSITE:

<https://www.capitolcorridor.org/opportunities/>.

H. Prevailing Wage Requirements

In the event work performed under this Agreement is subject to the payment of prevailing wages, special attention is directed to Division 2, Part 7, Chapter 1, Article 2 of the State Labor Code concerning wages. CONSULTANTS, and Subconsultants performing such work, shall pay to all workers employed on the Work not less than the prevailing rate of wages as determined by the Director of the State Department of Industrial Relations or set out in the wage determination of the U.S. Secretary of Labor, whichever is higher. Pursuant to Section 1773 of the State Labor Code, CCJPA has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. For a craft or classification not shown on the general prevailing wage determinations, CONSULTANT or Subconsultant may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Agreement Work or request a wage determination from the State Department of Industrial Relations (DIR) for the craft or classification.

Proposer's attention is directed to Article 30, which describes the State Labor Code Section 1725.5 and Section 1771.1 that, among other things, require all CONSULTANTS and Subconsultants expected to perform work subject to the payment of prevailing wages to be registered with the DIR in order to be qualified to propose on this Agreement or to be listed as a Subconsultant on any proposal submitted, or engaged in the performance of such work in this Agreement.

Proposers are informed that pursuant to Section 1771.4 of the State Labor Code, this Agreement is subject to compliance monitoring and enforcement by the DIR. Furthermore, the CONSULTANT shall post Jobsite notices, as prescribed by regulation. Pursuant to Section 1775 of the State Labor Code, CONSULTANTS and Subconsultants, who perform work subject to the payment of prevailing wages are subject to being assessed a penalty of up to two hundred dollars (\$200) by DIR for each calendar day for each worker who is paid less than the prevailing wage rate for the work or craft in which the worker is employed. Each CONSULTANT, and Subconsultant subject to the requirement to submit Certified Payroll Reports, shall furnish the

payroll records specified in Section 1776 of the State Labor Code directly to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner. In addition, under Section 1815 of the State Labor Code, workers who perform work subject to the payment of prevailing wages in excess of eight (8) hours per Day, or more than forty (40) hours during any week, shall be compensated at no less than 1 ½ times the basic rate of pay for all hours worked in excess of eight (8) hours per Day, and any hours in excess of forty (40) hours during any week. Pursuant to Section 1813 of the State Labor Code, DIR may impose additional penalties of twenty-five dollars (\$25) for each worker performing work subject to the payment of prevailing wages employed for each calendar Day during which the worker is required or permitted to work more than eight (8) hours a Day or forty (40) hours in a week without paying the required compensation.

II. SCOPE OF SERVICES

A. Services to be Provided

Services to be provided are described in Attachment A, SCOPE OF SERVICES, to Exhibit 1, AGREEMENT FOR CONSULTING SERVICES, of this RFSOQ. Among other things CONSULTANT's services are expected to conform to the following guidelines:

1. Services for any work which may be authorized pursuant to this RFSOQ shall be performed in accordance with the terms of Exhibit 1, Attachment A, SCOPE OF SERVICES. Such services must comply with applicable Federal, state, county, city and CCJPA guidelines, policies, and procedures. Consulting services to be provided by the CONSULTANT under the Agreement shall comply with the latest specified edition of all applicable codes, ordinances, standards, regulations and other laws unless otherwise specified by CCJPA.
2. In addition, CONSULTANT may be required, in the performance of its services, to comply with the requirements of various agencies, including counties, cities, and railroads. CCJPA, to the extent possible, will provide all relevant information in its possession at the time an WDPR is issued.
3. To the extent possible, work is to be provided by personnel of CONSULTANT located within the eight (8) County areas of: Placer, Sacramento, Yolo, Solano, Contra Costa, San Francisco, Alameda, and Santa Clara. In very limited situations, CCJPA may provide office space for CONSULTANT'S personnel (working under the Agreement) as provided for in the WDs under the Agreement. In these cases, an appropriate field overhead rate is anticipated to be utilized. Subsistence expenses and travel expenses will be compensated only if expressly approved by CCJPA.
4. CONSULTANT will provide services on a cost reimbursable plus fixed fee basis, a fixed price basis, or a combination thereof, at CCJPA's sole discretion.
5. CONSULTANT shall furnish all management, technical and administrative personnel required. All services furnished shall include use of any appropriate subconsultants as may be needed.

B. Agreement not Exclusive

CCJPA's Agreement with CONSULTANT will not be exclusive. Therefore, any specific activity may be provided as a part of a WD to CONSULTANT or separately procured.

III. ESTIMATED COST

The total value of the on-call project management/construction management contract shall not exceed **Fifteen Million Dollars** (\$15 Million) over a ten (10) year period. CCJPA intends to award one (1) Agreement under this RFSOQ. There is no guaranteed minimum level of compensation.

IV. COMPENSATION

A. General

Compensation under the Agreement will be pursuant to implementation of approved WDs.

1. The compensation for each WD prepared pursuant to the terms of the Agreement may, at CCJPA's sole discretion, be on an incurred cost reimbursable plus fixed fee basis, a fixed price basis, or some combination thereof. Such compensation will be allowable only to the extent that costs incurred or cost estimates included in negotiated, or otherwise established prices, are consistent with the cost principles of the Federal Acquisition Regulations (Title 48, Code of Federal Regulations, Chapter 1, Part 31).
2. Although it is also CCJPA's intent that subconsultants perform, or be obligated to perform, services on a cost reimbursable basis, under certain conditions CCJPA may, at its sole discretion, approve a subconsultant's performing services on a fixed price or time and materials basis, rather than on the basis of cost reimbursement. Such conditions and other requirements are generally set forth in Article III to Exhibit 2, ADVANCE AGREEMENT FOR PROVISIONAL COST REIMBURSEMENT, of this RFSOQ.
3. Individual WDs will specify which compensation method will be applied and to what extent.

B. Cost Reimbursement

1. Costs shall be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with the cost principles of the Federal Acquisition Regulations as set forth in Title 48 Code of Federal Regulations, Part 31. This RFSOQ includes as Attachment A to Exhibit 4 a COST DISCLOSURE STATEMENT ("CDS") which contains explanations of the application of federal cost principles as set forth in Title 48, Code of Federal Regulations, Part 31. Proposers should be aware that such explanations of the federal cost principles constitute CCJPA's attempt to summarize the key provisions of Title 48, Code of Federal Regulations, Part 31. However, Proposers bear ultimate responsibility to ensure that the costs they incur comply with said regulations. CCJPA may, in its sole discretion, require selected prime Proposers or their subconsultants to complete and file a CDS within five (5) working days of notification. This CDS shall be submitted as a supplement to proposer's STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES.
1. After the parties negotiate in good faith and enter into a Provisional Cost Reimbursement and Rate Agreement ("Rate Agreement") at the start January 1 of a given calendar year, rates may be annually adjusted provided the consultant has executed the Agreement and had at least six months under the Agreement (execution prior to July 1). The Rate Agreement shall be based on position rates and not on individual rates. Turnover of individuals over the course of the Agreement shall not be a basis of annual rate increases as the rates should be based on positions. At the end of the qualifying annual period, either party may request a rate adjustment subject to negotiation between the parties and modification to the Rate Agreement such as anticipated labor cost increases of 3% or

under, or indirect cost escalations, or fee or profit margin adjustments. Such increases shall be requested in writing and include a rationale and analysis to permit CCJPA to audit the changes anticipated. Should the parties fail to negotiate a new Rate Agreement, CONSULTANT agrees to accept the provisions of the previous Rate Agreement until such time as a new Rate Agreement is executed. If neither party requests a rate adjustment, the rates contained therein shall remain in effect until completion of this Agreement.

2. Reimbursement for CONSULTANT and its subconsultants shall be further limited to that allowed by a separate ADVANCE AGREEMENT FOR PROVISIONAL COST REIMBURSEMENT ("Rate Agreement"), which is set forth in Exhibit 2 of this RFSOQ. CCJPA will enter into an Advance Agreement with the Proposer selected for Agreement award which will be developed consistent with the terms of Exhibit 2, based on financial information furnished by the Proposer(s).

Billing rate data shall not be submitted as part of the SOQ submittal package. Billing rate data, including but not limited to the PROVISIONAL COST REIMBURSEMENT AND RATE DATA described in sample document Exhibit 3, the CDS in Attachment A to Exhibit 4 (if and as requested by the CCJPA), and any overhead or fringe cost analyses shall be submitted within five (5) working days by the selected Proposer(s) following request by the CCJPA. The following terms shall apply:

- a. As a minimum, CONSULTANT shall segregate indirect costs in the following separate groupings: payroll additives, overhead and, if applicable, general/ administrative expenses.
- b. Reimbursement for the costs of providing insurance coverages as set forth in Article 6.0, INSURANCE, of Exhibit 1 to this RFSOQ shall be allowable only as an indirect cost.
- c. Reimbursement for the costs of employee incentive compensation (including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation) shall be allowable only as indirect costs. Furthermore, such costs shall be allowable only to the extent that they are paid or accrued:
 - (1) Under an agreement (in effect for twelve (12) months prior to award of the Agreement resulting from this RFSOQ) entered into in good faith between CONSULTANT and the employees, or;
 - (2) Pursuant to an established organization-wide plan or policy followed by CONSULTANT (for twelve (12) months prior to award of the Agreement resulting from this RFSOQ) so consistently as to imply an agreement for such incentive compensation, as determined by the CCJPA in its sole discretion.

In no event shall distribution of any profits be allowable as a form of incentive compensation.

- d. The following shall be allowable costs only to the extent that they are treated as indirect costs:
 - (1) All labor costs and associated costs incurred in the preparation, submission and support of WDPs or modifications thereto, and change orders whether or not accepted by CCJPA;

- (2) All labor costs and associated costs identified with financial administration (as described in Article 1.7, FINANCIAL ADMINISTRATION, of the Agreement in Exhibit 1 to this RFSOQ), including but not limited to the preparation, submission and support of requests for reimbursement.

C. Fixed Fee Basis and Objectives

1. The CCJPA will seek to establish a fair and reasonable fixed fee for CONSULTANT in performing the Scope of Services associated with the Agreement. The CCJPA's objective in negotiating a fixed fee is not necessarily focused on CONSULTANT's profit; rather its objective is to compensate CONSULTANT for performance over and above allowable and allocable costs based on considerations described below.
2. Consideration will be given to such factors as the complexity of the work to be performed, the risk borne by CONSULTANT, CONSULTANT's investment, the amount of subconsulting, the quality of its record of past performance, and industry and CONSULTANT's profit rates for similar work.
3. The CCJPA's fixed fee objectives are set forth in Exhibit 2 to this RFSOQ. CCJPA's objective relative to the fee for services provided under the Agreement is as follows:
 - a. The fixed fee applicable to services to be performed under the Agreement is 8%. The fixed fee shall be applicable to CONSULTANT's direct labor and overhead, subject to the further restrictions as set forth below:
 - (1) CONSULTANT shall receive no fee on any overhead/indirect costs in excess of 150%.
 - (2) CONSULTANT shall also receive a 2% fee on subcontract/subconsultant work performed under the Agreement.
 - (3). CONSULTANT shall receive no fee for other direct costs.
4. For individual WDP, the CCJPA may consider proposals from Proposers relative to alternative fixed fee structures in which they identify specific benefits or economic value to CCJPA. For example, a proposal for "an extraordinary fee" may relate to a Proposer's willingness to accept "design-to-cost" limitations or re-performance guarantees.

D. Administrative Procedures

The administrative procedures for compensation and method of payment are set forth in Article 1.7, FINANCIAL ADMINISTRATION, Article 3.0, COMPENSATION AND PAYMENT, and Article 14.0, SUBCONTRACTS, of the Agreement attached as Exhibit 1 to this RFSOQ.

V. CONFLICT OF INTEREST

A. Conflict of Interest

1. Depending upon the nature of the services performed, CCJPA consultants are subject to the same conflict of interest prohibitions which apply to CCJPA employees. These include, but are not limited to, the requirements of California law (including Government Code Sections 1090 et seq. and 87100 et seq., and Title 2, Division 6 of the California Code of Regulations.) Notwithstanding Section V.2 below, the CCJPA reserves the right to

disqualify any Proposer under this RFSOQ if the CCJPA, in its sole discretion, deems that the potential for conflicts of interest is likely to impair or restrict the Proposer's ability to furnish services contemplated within the Scope of Services.

2. Proposers should be aware that in order to avoid any potential conflicts of interest, a successful Proposer and its affiliates may be precluded from subsequently participating as a vendor or consultant on projects for which they are providing services pursuant to this RFSOQ. Specifically, and without limitation, an awardee of this RFSOQ may be precluded from performance as a subconsultant on any other Agreement which may be awarded under this RFSOQ. In addition, a prime awardee and its subconsultants may be precluded from performing services in connection with other related procurements or from participating as a vendor or contractor on projects for which they are providing services under the Agreement resulting from this RFSOQ, which when determined on a case-by-case basis represent a conflict of interest, in CCJPA's sole judgment. For example, if a firm is the design engineer of record for a CCJPA construction contract and that firm is a member of the on-call PM/CM consultant team, that firm would be prohibited from providing CM services personnel for the construction contract for which the firm is the engineer of record. Other firms that may be a member of the PM/CM consultant team, who are not the engineer of record, would not be prohibited from providing CM services personnel.
3. As part of the RFSOQ process, Proposers are required to disclose all work performed by the Proposer (or any of its affiliates) within five (5) years of the date of receipt of Proposals for this RFSOQ which is related to a CCJPA project. Additionally, Proposers may be required to disclose financial interests so that the CCJPA may be assured that the potential for conflicts of interest under state or federal law and regulations is not likely to impair the Proposer's ability to furnish services contemplated within the Scope of Services.
4. A conflict of interest review will be performed by the CCJPA during evaluation of the Proposals.
5. The CCJPA does not provide general advice or assurances regarding potential conflict of interest.

VI. TERM OF AGREEMENT

The term of the Agreement entered into pursuant to this RFSOQ will be for **ten (10) years**, subject to termination or the limit on maximum compensation as provided for in the Agreement.

VII. AGREEMENT

A. Exhibit No. 1

The Agreement for consulting services to be signed by CONSULTANT is included as Exhibit 1, AGREEMENT FOR CONSULTING SERVICES, of this RFSOQ. Exhibit 1 is a sample document and shall not be filled-in, executed or submitted with Proposals.

B. Article 6.0, Insurance

Proposer's attention is directed to Article 6.0, INSURANCE, of Exhibit 1 which sets forth the insurance requirements which the selected CONSULTANT shall comply with during the duration of the Agreement.

1. Insurance coverage shall be maintained throughout the term of the Agreement.
2. The successful Proposer must be prepared to submit a valid certificate of insurance which meets the requirements of Article 6.0 of Exhibit 1 for approval by CCJPA prior to proceeding with the services.

C. Agreement Acceptance and Proposed Changes

1. In order to meet CCJPA's schedule requirements, it is critical that the Agreement be executed immediately following selection of a Proposer as CONSULTANT. Proposer shall be prepared to accept the terms and conditions of the Agreement.
2. If a Proposer desires to propose any changes in the Agreement, the Proposer must clearly identify each and every proposed change, the reasons therefor and the specific alternative language proposed, in the SOQ submitted in response to this RFSOQ. These factors will be taken into account during CCJPA's evaluation of SOQ and/or during negotiations of fair and reasonable compensation. The CCJPA may develop price-related factors to be applied to any exceptions taken. Proposals which take substantial exceptions to the Agreement or proposed compensation terms may be determined by CCJPA, in its sole discretion, to be unacceptable and no longer considered for award (see Section IX.A.5. below).

VIII. PROPOSAL SUBMISSION

In preparing proposals in response to this RFSOQ, Proposers are advised that CCJPA is seeking project and construction management consultant teams that have multidisciplinary skill sets and experience, as specified in Exhibit 1, Attachment A: Scope of Services. In the event additional specialty skills are required, it is anticipated that the Consultant will have the ability to add team members in accordance with the terms of the Agreement. Only those subconsultants anticipated to receive an amount of over \$100,000 should be included in the SOQ.

A. SOQ Requirements

The information requested in subsection 1. below will be utilized to assess and score the qualifications of (1) a Proposer (or joint venture) and subconsultants ("Proposing Firms") and (2) the Key Personnel and Support Staff ("Project Team") in meeting the CCJPA's requirements and will be evaluated in accordance with Section IX.B., Evaluation Criteria, below. Proposals shall include the following:

1. Qualifications
 - a. General Services Administration Standard Form 330 (SF 330), "Architect-Engineer Qualifications". Copies of SF 330 are available at the following web site: <http://www.gsa.gov/forms>. The CCJPA will utilize the SF 330 to obtain and evaluate information from Proposers about their professional qualifications. The SF 330 provides general and specific instructions which should be followed in completion of both Part I and Part II, unless otherwise indicated herein. Part I shall include information for the Proposing Firm(s) and Project Team(s). Part II shall include information for the Proposer or each of the joint venture and major subconsultants. In the event that the firm submitting a proposal is a joint venture, the joint venture agreement must also be submitted as part of the proposal (see Exhibit 4, Statement of Qualifications and Business References).

- b. Part I, "Contract Specific Qualifications." Part I presents the qualifications for a specific contract. All Sections of the SF330 are to be completed as instructed in the SF330 Instructions, with the following additional instructions:

- (1) Section D – Organization Chart and Depth of Resources. Proposed organization chart of Proposing Firms and Key Personnel showing the contractual and reporting relationship of each member and the firm that he or she is associated with (please label as D-1). The Proposing Firms shown on the organizational chart are limited to the Proposer (or joint venture) and no more than fifteen (15) subconsultants, and the Key Personnel are limited to no more than fifteen (15). Other firms may be included a part of Exhibit 9, "Project Consultant Team," as an indication of the resources available but will not be evaluated and scored.

In addition, submit a table providing the office location, current commitments, and availability of the Key Personnel for two (2) years following the date of Proposal submission (see template D-2 included as Attachment B to Exhibit 4). This should include a brief discussion of any large on-going project commitments, including CCJPA commitments, for the Key Personnel.

Separate from the organization chart, provide a 'depth of resources' chart for the **Proposer only**, which shows the name, location and job title of individuals currently employed by the Proposer which represents a pool of potential resources that are available locally (preferred Northern California) and may be assigned work under an awarded Agreement.

Please note that during the term of the Agreement, consultant providing services under the Agreement must maintain a place of business located within one of the eight (8) county areas comprised of Placer, Sacramento, Yolo, Solano, Contra Costa, San Francisco, Alameda, and Santa Clara counties.

- (2) Section E – Resumes for Project Team. Resumes are to be submitted for the proposed Project Team. Every person whose resume is provided shall be shown on the Organization Chart and shall be a current employee of the Proposing Firm. Any and all resumes submitted with Civil Engineering licenses that are not licensed in California will not be considered a licensed Civil Engineer for this RFSOQ. This rule applies to any and all Civil Engineering positions in this RFSOQ. Total number of resumes to be submitted are limited to no more than 20. Resumes are limited to two pages in length and should be provided representing the following areas of expertise in support of the Scope of Services:

- (a) Key Personnel (10 resumes maximum reflecting a pool of available resources)
- (i) Resident Engineers (9 resumes maximum reflecting a pool of available resources. Of the nine (9) resumes, at least two (2) shall have a Professional Engineer (PE) license (any discipline). For those proposed without a PE license, at least three (3) shall be a Project Management Professional (PMP), or a Certified Construction Manager (CCM). In addition, at least two (2) shall have experience on a \$50M range project, and two (2) on a \$25M range project).

The Resident Engineer will be the individual designated to manage, administer, and monitor construction activities on a specific contract.

- (ii) Program Manager (1 resume; the Program Manager shall have a PE or be a PMP/CCM).

The Program Manager will be the main point of contact with the CCJPA in placing WDs, assuring quality deliverables, assigning and managing qualified staff, and ensuring performance objectives are met by the team.

- (b) Support Staff (10 resumes maximum reflecting a pool of available resources).

The Technical Support will be a multi-disciplinary team that will provide support to the Program Manager and Resident Engineers and possess knowledge and experience in the following areas:

- (i) Office Engineering (2 resumes; preference given to OEs with PE, or PMP, Engineer-in-Training (EIT) or Fundamentals of Engineering (FE))
- (ii) Inspector (2 resumes)
- (iii) Quality Assurance Manager (1 resume; QAM preferred)
- (iv) Certified Safety Professional (1 resume; CSP preferred)
- (v) Estimating (1 resume)
- (vi) Scheduling (1 resume)
- (vii) Labor compliance monitoring (1 resume)
- (viii) Claims analysis (1 resume)

Section E is to be modified to include the following information:

Section E-17 must list the person's degree(s)/active registration(s) in California and certificate number(s), if applicable.

Section E-19 shall provide a listing of current, relevant projects (not to exceed three) in which the person had a significant role that demonstrates the person's capability relevant to his/her proposed role relative to the Scope of Services. Experience with (i) construction management services for public entities, and (ii) construction in a transit/rail operating environment shall be included. Each project shall include a brief description (scope, size, cost, etc.) and provide the performance period (beginning date and completion date) of each project. The project description shall also include the specific role/responsibility of the individual and the duration that the individual worked on the project. In addition, provide a point of contact, telephone, and email address for each project which may be used as a reference.

- (3) Section F – Example Projects which Best Illustrate Proposing Firm's Qualifications for this RFSOQ. Projects listed in Section F must be current, relevant projects, which were completed or are on-going by the Proposing Firms. As instructed, select no more than **10** individual projects (in total) that are especially applicable to the Scope of Services, discussing the complexity of the

projects and the Proposed Firms role on the project(s). At a minimum, 4 of the 10 projects must have been performed by the Proposer. Provide a brief statement as to why the selected project is considered relevant to the Scope of Services. In addition, provide the performance period duration of each project. The projects should reflect demonstrated experience in the following areas as further defined in the Scope of Services:

- (a) Program Management
 - (b) Design Review
 - (c) Construction Management
 - (d) Cost and Schedule Management
 - (e) Technical Support
 - (f) Environmental Monitoring
 - (g) Coordination with Other Agencies
 - (h) Agreement Administration
 - (i) Claims Management and Dispute Resolution
- (4) Section H – A narrative which includes additional information described in subsections (a) through (d) below should be submitted under Section H. Section H, additional information, is limited to no more than **10** pages and shall be provided by the Proposer only, incorporating information from major subconsultants, as appropriate.
- (a) Experience – Discuss current or on-going experience and responsibilities on projects performed without service disruption to transit, rail or highway systems. Please also describe experience using specific database software for document control, document preparation, scheduling and recordkeeping.
 - (b) Claims avoidance / claims management - Discuss the history of claims on the 10 construction projects provided in Section F, above, and their resolution. Discuss major causes of project delay and cost overruns. Provide the company's process for claims avoidance, negotiation, and resolution. In addition, discuss experience with and benefits achieved from partnering meetings.
 - (c) Training programs - Proposer shall discuss the available training programs for employees and what audit functions the firm offers regarding personnel and client projects (i.e., audit of construction management services).
 - (d) Past Performance – Discuss the Proposing Firm's past performance in the following areas: availability of personnel, quality of service, schedule, cost control, business relations and management of major subconsultants.
- c. Part II, "General Qualifications." Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II shall be submitted as instructed for the Proposer or each firm of a joint venture and major subconsultants.

2. Billing Rate Data – **ONLY TO BE PROVIDED IF SEPARATELY REQUESTED BY THE CCJPA.**

Billing rate data shall not be submitted as part of the SOQ submittal package. Such data, as described below, shall be submitted by those Proposer(s) who are selected for oral interview within five (5) working days after request by the CCJPA.

- a. Proposers and those subconsultants proposed to be used on either a cost reimbursable or time and materials basis, shall submit upon request by the CCJPA, the Provisional Cost Reimbursement and Rate Data as further specified in Exhibit 3 of this RFSOQ. These requirements include the following:

(1) Cost Reimbursable:

- (a) Provisional Indirect Cost Rates - the proposed cost rates for direct labor fringe benefits and indirect expenses (see Articles 1.a. through 1.e. of said Exhibit 3);
- (b) Direct Labor Cost Reimbursement - a complete schedule of the proposed direct labor salary ranges, exclusive of any burden or markups (see Article 3 of Exhibit 3); and
- (c) CPA Statement - a statement from an outside accounting service firm or CPA that the accounting service firm or CPA has reviewed with its client (Proposer) the matters identified below in Subsection IX.A.4.a.(1)(d) through v). (A statement of the Proposer's Controller or Chief Financial Officer is acceptable to CCJPA, if that officer has a degree in accounting or is a CPA.)
 - i. Section IV, COMPENSATION, of this RFSOQ;
 - ii. Exhibit 1, Articles 1.7, FINANCIAL ADMINISTRATION and 3.0, COMPENSATION AND PAYMENT to this RFSOQ;
 - iii. Exhibit 2, ADVANCE AGREEMENT FOR PROVISIONAL COST REIMBURSEMENT, to this RFSOQ;
 - iv. Exhibit 3, PROVISIONAL COST REIMBURSEMENT AND RATE DATA, to this RFSOQ; and
 - v. Attachment A to Exhibit 4, COST DISCLOSURE STATEMENT, to this RFSOQ.

(2) Time and Material:

- (a) To the extent that Proposer can do so, identify on a separate schedule those subconsultants that will be performing services on a time and material basis as set forth in Article III of Exhibit 2 to this RFSOQ and whatever price data is available from those firms.
- (b) A principal for the subconsultant may give a statement on the degree to which the subconsultant's data is in compliance with CCJPA's requirements as set forth in this Section VIII.A.2., Billing Rate Data, which shall specifically address the requirements of Article III in Exhibit 2, with respect to CCJPA's requirements for subcontracting on a time and materials basis.
- (c) CCJPA has established certain requirements for the accounting system of the CONSULTANT and its subconsultants (see generally Article 1.7 of Exhibit 1 to this RFSOQ). In general, it is CCJPA's intent to evaluate, as a minimum, the extent to which Proposer's accounting system is adequate for purposes of a cost reimbursable agreement with CCJPA. In addition, the Proposer may be required to provide its methods of segregating work subject to the payment of prevailing wages consistent with the terms of the Scope of Services in Exhibit 1 in order to ensure that invoices do not include duplication of indirect costs. Proposer shall

describe in detail to what extent its system and procedures meet CCJPA's requirements in this regard.

3. Exceptions to the Agreement

- a. As stated in Subsections VII.A. and VII.C.2., above, Proposers shall be prepared to accept the terms and conditions of the Agreement. If a Proposer desires to take exception to the Agreement (Exhibit 1 to this RFSOQ), Proposer shall provide the following information as a section of the Proposal identified as "Exceptions to the Agreement":
 - (1) Proposer shall clearly identify each and every proposed change to the Agreement included herein as Exhibit 1 to this RFSOQ, including all relevant attachments.
 - (2) Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.
- b. The above factors will be taken into account during CCJPA's evaluation of the Proposals and/or during negotiations of fair and reasonable compensation. The CCJPA may develop price-related factors to be applied to any exceptions taken. Proposals which take substantial exceptions to the Agreement or proposed compensation terms may be determined by CCJPA, in its sole discretion, to be unacceptable and no longer considered for award.

4. Potential Conflict of Interest

Proposers shall provide a statement setting forth all work performed by the Proposing Firms (or any of its affiliates) within five (5) years of the date for receipt of SOQ's for this RFSOQ that may be related to any CCJPA project.

5. Other Required Proposal Submittals

- a. Exhibit 3, PROVISIONAL COST REIMBURSEMENT AND RATE DATA – Only to be provided by Proposers invited for oral interview, as requested by the CCJPA and submitted in accordance with the provisions of Section IX.A.2. above.
- b. Exhibit 4, STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES – Proposers (or each firm of a joint venture) shall include a STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES fully completed by Proposer together with all requested financial statements (as set forth in Exhibit 4 to this RFSOQ), excluding the CDS (Attachment A to Exhibit 4 of this RFSOQ). The CDS may be required to be submitted at a later time (see Section IV.B. of this RFSOQ).
- c. Exhibit 6, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, LOWER TIER COVERED TRANSACTIONS - All Proposers and identified subconsultants receiving an amount in excess of \$100,000, shall execute the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, contained in Exhibit 6 to this RFSOQ and include it with the Proposal (see Section G7, Debarment and Suspension, of Attachment G to Exhibit 1 of this RFSOQ). Proposers are advised that if such Certifications are not included with the Proposal, failure to submit such Certifications thereafter, within a reasonable time limit as established by CCJPA, may prevent award to the Proposer. Following award, the Certification of all other proposed subconsultants of any tier receiving an amount in excess of \$100,000 shall be submitted by the CONSULTANT to the Agreement Manager identified in the Agreement at least fourteen (14) calendar days before the commencement of each subconsultant's work.

- d. Exhibit 7, CERTIFICATION REGARDING LOBBYING - All Proposers and identified subconsultants receiving an amount in excess of \$100,000 shall execute the Certification Regarding Lobbying in Exhibit 7 to this RFSOQ and the Proposer shall include such with the Proposal (see Section G9, Certification Regarding Lobbying, of Attachment G to Exhibit 1 of this RFSOQ). Proposers are advised that if such Certifications are not included with the Proposal, failure to submit such Certifications thereafter, within a reasonable time limit as established by CCJPA, may prevent award to the Proposer. Following award, the Certification of all other proposed subconsultants of any tier receiving an amount in excess of \$100,000 shall be submitted by the CONSULTANT to the Agreement Manager identified in the Agreement at least fourteen (14) calendar days before the commencement of each subconsultant's work.
- e. Exhibit 9, PROJECT CONSULTANT TEAM – The Project Consultant Team shall consist of the Proposer or each firm of a joint venture and the subconsultants included as part of the organization chart (up to 15), along with any other subconsultants the Proposer elects to be included as part of the team. Proposers shall provide information concerning the Project Consultant Team by completing and executing Exhibit 9 to this RFSOQ. Proposers shall indicate which subconsultants are expected to perform work subject to the payment of prevailing wages, including the DIR registration number for such firms.
- f. Exhibit 10, ADDENDA ACKNOWLEDGEMENT - Proposers are requested to complete and submit Exhibit 10 with its Proposal to acknowledge receipt of all addendums issued to this RFSOQ.
- g. CCJPA reserves the right, at its sole discretion, to require the submission of additional information and/or documentation with respect to Proposer and/or Proposer's subconsultant(s).

B. Proposal Format and Execution

Proposals shall conform with the following requirements:

1. Proposals shall be typewritten on paper 8 1/2" x 11" in size with a minimum font size of 10. Any larger sheets included must be folded to that size. Pages shall be consecutively numbered within each section or part. The Proposal shall be clearly labeled: "CCJPA RFSOQ2022-01, On-Call Project Management/Construction Management Services."
2. Proposals shall include firm name (and, in the event the Proposer is a joint venture, the names of the individual firms comprising the joint venture), business address, and the name, title and business address of the responsible individual(s) representing the joint venture principals, with their telephone and email addresses, who may be contacted during the SOQ evaluation period for scheduling oral presentations as well as for receiving notices from CCJPA.
3. Proposals shall be signed by an official authorized to bind the Proposer and shall constitute a firm offer for at least one hundred and eighty (180) calendar days from the last date for submission of SOQ's set forth herein. CCJPA may request Proposer(s) to extend the period of time specified herein by written agreement between CCJPA and the Proposer(s) concerned.

C. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held on Monday, May 16, 2022. The Meeting will convene at 1:00pm, local time, at CCJPA offices located at 2150 Webster St, 3rd Floor, Room 302, Oakland CA 94612. The meeting will also be offered via teleconference. Prospective Proposers are requested to make

every effort to attend this only scheduled Pre-Proposal Meeting, and to confirm their attendance by contacting Shirley Qian, Principal Planner, via email: shirleyq@capitolcorridor.org prior to the date of the Pre-Proposal Meeting. The teleconference information will only be sent in advance to those who RSVP and indicate virtual attendance. Please note that in-person attendance will require COVID-19 vaccination checks upon entry to the building.

D. Proposal Due Date and Submittal Requirements

Proposals must be received by **5:00 p.m.**, local time, on: **Thursday, June 16, 2022.**

1. Proposals shall be electronically submitted to Shirley Qian (shirleyq@capitolcorridor.org) either as email attachments (files larger than 25MB should be split into separate emails) or to be externally downloaded from a file share system (e.g., OneDrive, Dropbox, etc.). Confirmation of receipt will be sent via email upon successful download of the Proposal documents. Absent a confirmation of receipt email from CCJPA, submittals will not be considered complete and valid.
2. Email subjects should indicate "CCJPA RFSOQ2022-01 On-Call Project Management/Construction Management Services." If sending multiple emails, clearly indicate the number out of total emails sent in the subject line (i.e., 1 of X, 2 of X,...).
3. The number of copies of the proposal to be furnished shall be as follows:
 - a. One (1) complete copy, marked "ORIGINAL" in the document name and on the document cover page.
 - b. One (1) Public Records Copy, marked "PUBLIC RECORDS COPY" in the document name and on the document cover page.

E. Questions Regarding the RFSOQ

Questions concerning this RFSOQ, prevailing wages, and DIR requirements shall be directed in writing to Shirley Qian, Principal Planner, at shirleyq@capitolcorridor.org.

All inquiries shall be made to the CCJPA at least ten (10) calendar days before the proposal submission date. Inquiries received less than ten (10) calendar days prior to such date may, at the CCJPA's sole option, not be responded to.

F. Rejection of Proposals

Proposals may be rejected if they show such items as: alteration of form; additions not called for; conditional proposals; incomplete proposals; irregularities which make the proposal incomplete, indefinite or ambiguous; improper markings and identification; or a signature by other than an authorized person.

G. Projected Selection Schedule

The tentative selection process schedule is as follows:

Pre-Proposal Meeting	May 16, 2022, 1:00 PM local time
Proposal Submission Due By	June 16, 2022, 5:00 PM local time
Oral Interviews	July 13 – July 15, 2022
Firms Selected for Negotiations:	July 18, 2022

This is a projected/tentative schedule only, subject to change by the CCJPA without notice.

IX. CONSULTANT SELECTION

A. Evaluation Procedures

1. Proposals will be evaluated by a Selection Committee composed of CCJPA staff, as well as other participants that CCJPA may deem appropriate.
2. Proposals will be first evaluated as to responsiveness to the requirements of the RFSOQ and responsibility of the Proposer. A proposal will be considered responsive only if it complies in all material respects to the requirements of the RFSOQ.

A Proposer's organization will be considered responsible only if it has, or has indicated that it can obtain, the financial resources successfully to fulfill the requirements of the awarded Agreement and possesses the ability to perform successfully under the terms and conditions of an awarded Agreement.

If a proposal is determined to be non-responsive, or a Proposer organization is determined to be not responsible for the purposes of the RFSOQ, such proposal or Proposer will not be considered for award.

3. The Selection Committee will evaluate and score the proposal from each such Proposer based on the Evaluation Criteria set forth in Section X.B., below with respect to (1) the qualifications of the Proposing Firms (consisting of Proposer or joint venture and subconsultants), (2) organization/depth of resources, (3) the qualifications of the Project Team (consisting of Key Personnel and Support Staff), (4) past performance, and (5) community benefits. The Selection Committee will then select a slate ("short-list") of the most qualified Proposer(s) for oral presentations which will be held to substantiate and expand on the information provided in the written Proposal.
4. CCJPA reserves the right to communicate with any Proposer for the purpose of eliminating (i) minor irregularities, (ii) informalities, (iii) apparent clerical mistakes, or (iv) apparent omissions in a Proposal. In lieu of or in addition to meetings, CCJPA may seek written clarification by telephone, email, or any other means of communication. Such clarification shall be completed before making an evaluation of a Proposal. For the purpose of this RFSOQ, any meetings(s) or communication(s) for the purpose of clarification shall not be considered an oral presentation by the Proposer as described in Subsection 6. below.

Any written communication from a Proposer (other than a point of clarification expressly requested by CCJPA) that is, or in CCJPA's sole judgment appears to be, a modification to a proposal, will not be considered for evaluation purposes and will be returned to the Proposer.

CCJPA reserves the right to enter into discussions with any Proposer for the purpose of resolving any and all exceptions listed in the proposal. If the parties do not reach agreement on all exceptions listed in the proposal, then the proposal may be deemed unacceptable and be disqualified from any further discussions.

5. CCJPA will contact the short-list of the most qualified Proposer(s) to schedule oral presentations before the Selection Committee or a separate Interview Committee as CCJPA, at its sole discretion, deems appropriate.

This Selection Committee shall need only a majority of its members present to conduct its business or to have oral presentations.

- a. Details regarding the length of the oral presentation, the size of Proposer's presentation team and the extent and length of CCJPA's question period will be communicated in writing to the candidate Proposers.
 - b. The participation of a senior manager and other Key Personnel of Proposer in the oral presentation is encouraged.
 - c. CCJPA may also request the presence of certain Proposer personnel such as a representative from the Proposer's accounting department who is familiar with Proposer's accounting systems and procedures.
6. CCJPA reserves the right, at its sole discretion, to:
- a. Continue the oral presentations with all of the Proposers or with a reduced slate of proposers.
 - b. Alter the meeting format as to presentation, questions and Proposer team attendance.
7. The Selection Committee will then rank the proposals and request billing rate data as described in Subsection VIII.A.2. Billing Rate Data, above from the up to eight (8) highest scoring Proposers. Proposers must submit the billing rate data within five (5) working days of the CCJPA's request unless additional time is granted by the CCJPA. Thereafter, the CCJPA will commence discussions on compensation in conformance with the procedures set forth in Section IX.C., Selection, below.

For purposes of evaluation, the written statement of qualifications (qualifications of the Proposing Firms and qualifications of the Project Team) and oral presentations will be weighted as follows:

Written statement of qualifications	65%
Oral presentation	35%
TOTAL	100%

B. Evaluation Criteria

The CCJPA will utilize the data submitted from SF 330, the organization chart and depth of resources chart, and related supporting narratives to evaluate and score the qualifications of the Proposing Firms and the Project Team. Subsequent to these evaluations, the oral presentation phase will be conducted.

1. Qualifications of Proposing Firms (Proposer or joint venture and subconsultants) - The written statement of qualifications for the Proposing Firms will be weighted as **15%** of the total score used by the CCJPA to rank the proposals. The CCJPA will score the qualifications of the Proposing Firms from projects listed in SF 330, Section F and supporting narrative described in Section IX.A.1.b.(4)(a), (b) and (c), Proposing Firms' demonstrated experience, complexity of projects, and extent of role on projects, as related to the following Scope of Services tasks:
 - (1) Program Management
 - (2) Design Review
 - (3) Construction Management

- (4) Cost and Schedule Management
- (5) Technical Support
- (6) Environmental Monitoring
- (7) Coordination with Other Entities
- (8) Agreement Administration
- (9) Claims Management and Dispute Resolution Assistance

2. Organization/Depth of Resources - The written statement of qualifications for the organization and depth of resources will be weighted as **15%** of the total score used by the CCJPA to rank the proposals. The CCJPA will score the organization chart and depth of resources chart by assessing the relevancy to the Scope of Services, depth of the Proposer, available local personnel, and extent of previous working relationships between Proposer and subconsultants.

3. Qualifications of Project Team - The proposed Project Team (Key Personnel and Support Staff) will be weighted as **25%** of the total score used by the CCJPA to rank the proposals. The CCJPA will score the qualifications of the Project Team based on its demonstrated experience and related factors as set forth in Section IX.A.1.b.(2), which will be evaluated under Subsections a. and b. below.

a. KEY PERSONNEL (10 resumes maximum reflecting a pool of available resources)

(1) RESIDENT ENGINEERS (9 resumes maximum reflecting a pool of available resources; two (2) with PE license, and three (3) PMPs/CCMs. In addition, two (2) shall have experience on a \$50M range project, and two (2) on a \$25M range project)

(a) Overall knowledge and experience in the following areas*

- i) Management and administration of construction contracts;
- ii) Construction in a Class I freight railroad operating environment;
- iii) Construction project safety best practices;
- iv) California Public Utilities Commission safety certification process;
- v) Field experience;
- vi) Constructability analysis during design;
- vii) Scheduling;
- viii) Coordination with other entities; and
- ix) Claims avoidance and management.

(b) Degree(s)/registration(s)/license(s) as applicable

(c) References.

*NOTE: It is desired that the individuals proposed for the Resident Engineers possess a wide variety of capabilities and expertise. No individual must possess knowledge and experience in all the areas shown above. However, those individuals having knowledge, experience and applicable license(s) in multiple areas will be scored higher in the evaluation.

(2) PROGRAM MANAGER (1 resume; PE or PMP/CCM)

(a) Overall knowledge and experience in the following areas:

- i) Construction management;
- ii) Transit/rail project management;
- iii) Coordination with other entities;
- iv) Administration of on-call services agreements; and
- v) Multiple construction contract coordination.

(b) Degree(s)/registration(s)/license(s) as applicable

(c) References

b. SUPPORT STAFF (10 resumes maximum reflecting a pool of available resources)

- (a) Overall knowledge and experience in the following areas:
 - i) Office engineering (2 resumes)
 - ii) Inspectors (2 resumes)
 - iii) Quality Assurance Manager (1 resume; QAM preferred)
 - iv) Certified Safety Professional (1 resume; CSP preferred)
 - v) Estimator (1 resume)
 - vi) Scheduler (1 resume)
 - vii) Labor compliance specialist (1 resume)
 - viii) Claims analyst (1 resume)
- (b) Degree(s)/registration(s)/license(s), as applicable
- (c) References

4. Past Performance – The written statement of qualifications for past performance will be weighted as **10%** of the total score used by the CCJPA to rank the proposals. The CCJPA will score the past performance from projects listed in SF 330 and supporting narrative described in Section VIII.A.1.b.(4)(d), in the following areas:

- (1) Availability of Key Personnel – Performance in selecting, retaining, supporting and replacing, when necessary, key personnel.
- (2) Quality of Service – Conformance to contract requirements, specifications and standards of good workmanship.
- (3) Schedule – Timeliness in completion of contract, milestones, delivery schedules, and administrative requirements.
- (4) Cost Control – Effectiveness in forecasting, managing and controlling contract costs.
- (5) Business Relations – Integration and coordination of all activities needed to execute their contracts, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the history of reasonable and cooperative behavior, customer satisfaction, and timely award and management of subcontracts.
- (6) Management of Subconsultants – performance in selecting, managing, retaining and replacing, when necessary, subconsultants.

NOTE: In evaluating past performance, the CCJPA may contact those references provided in the proposal plus any additional references/sources that are known or become known to the CCJPA during the evaluation process.

5. Oral Presentation – The oral presentation will be weighted as **35%** of the total score used by the CCJPA to rank the proposals. The criteria to be used in scoring the oral presentation will again focus on the qualifications of the Proposing Firms and the qualifications of the Project Team.

6. Ranking of Proposals – The proposals will be ranked in relation to the cumulative total of scores from (a) the written statement of qualifications and (b) the oral presentation.

C. Selection

- 1. The highest scoring Proposer(s), on the basis of the written statement of qualifications and oral presentation as provided in Section IX.A.7, above, will be deemed to be most qualified, and that Proposer will be selected to enter negotiations of acceptable terms and conditions and fair and reasonable compensation. The CCJPA will request the Billing Rate Data (as described in

Section VIII.A.2, above) be submitted from the highest overall scoring Proposer(s) within five (5) working days from such request, unless additional time is granted by the CCJPA. The Billing Rate Data are subject to negotiation of terms and conditions of the Agreement and fair and reasonable compensation.

While Proposers must be prepared to accept the terms and conditions of the Agreement, CCJPA at its discretion may consider any changes that the Proposer has identified in its Proposal (in conformance with Section VII.C. above). Furthermore, CCJPA may take into account the potential exposure to risk, or additional cost that CCJPA may incur, by accepting any proposed changes to the Agreement when CCJPA makes a determination of fair and reasonable compensation.

Proposers are advised that, due to the urgency of the CCJPA's need for the services, should the CCJPA be unable soon after selection to reach satisfactory agreement with the firm considered to be most qualified, at a price the CCJPA determines to be fair and reasonable, negotiations with the firm will be formally concluded and the CCJPA will then request the Billing Rate Data (as described in Section VIII.A.2 above) of the next most qualified firm and undertake negotiations with the next most qualified firm.

2. The Agreement (Exhibit 1 to the RFSOQ) containing the terms and conditions used in CCJPA's consulting services agreements will form the basis of negotiations. Final terms and conditions of the Agreement will be determined through negotiations.
3. The CCJPA reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in proposals received, other provisions notwithstanding.

D. Notification of Award and Debriefing

Firms that submit a proposal shall be notified in writing regarding the firm to be awarded the Agreement. Such notification shall be made within five (5) business days following the date the CCJPA executes an Agreement with the selected firm.

Firms that were not awarded the Agreement and desire a debrief must request the debrief in writing. Such request must be received by the CCJPA within five (5) days of the above-described notification of award.

X. PRE-AWARD AUDIT

A. Pre-award Audit

Prior to award of the Agreement, a pre-award audit will be performed by CCJPA or an auditor hired by CCJPA. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office.

B. Scope of Pre-award Audit

The scope of the audit will consist of such tests as the auditors consider necessary to assure that the CONSULTANT satisfactorily meets the requirements outlined in

Subsections X.B.1 through 3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in the judgment of Caltrans or CCJPA, one or more of these requirements is not satisfactorily met, Agreement award may be cancelled.

1. At the time of the pre-award audit, the prospective CONSULTANT must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommendations will be made that an interim audit be performed. At a minimum, the CONSULTANT must have an accounting system that meets the following objectives:
 - a. The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System (FAR) Part 31.
 - b. The ability to accumulate and segregate reasonable and allowable costs through the use of a cost accounting system.
 - c. A system of record keeping to ensure that costs billed will be supported by adequate documentation and will be in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - d. Procedures to retain accounting records and source documentation as required by the terms of the Agreement.
 - e. A system of internal control which provides reasonable assurance that assets are protected, financial data, records and statements are reliable, and errors and irregularities are promptly discovered, reported and corrected.
2. The prospective CONSULTANT must be financially capable of performing the services.
3. The costs proposed must be reasonable.

XI. PROTEST PROCEDURE

A. Submittal of Protests

All protests must be in writing, stating the name and address of the protestor, a contact person, the RFSOQ/Agreement Number and Title and shall specify in detail the grounds of the protest and the facts supporting the protest.

All protests must be addressed as follows to the District Secretary of the San Francisco Bay Area Rapid Transit District ("BART") who also serves as the CCJPA Board Secretary:

For Special Delivery or Hand Delivery:

CCJPA c/o District Secretary
c/o San Francisco Bay Area Rapid Transit District
2350 Webster St, 10th Floor
Oakland, CA 94612

Protests not properly addressed to the CCJPA Secretary may not be considered by the CCJPA.

Copies of BART's Protest Procedures which are equally applicable to the CCJPA may be viewed at https://www.bart.gov/sites/default/files/docs/Revised_Final_2009_Protest_Procedures.pdf. Proposals will be opened and a Notice of Award will be issued by the CCJPA only in accordance with the CCJPA's Protest Procedures.

B. Pre-Proposal Protests

Pre-Proposal protests are protests based upon the content of the solicitation documents. Five (5) copies of pre-proposal protests must be received by the District Secretary no later than ten (10) calendar days prior to Proposal opening. A written decision specifying the grounds for sustaining all or part of, or denying, the protest will be transmitted to the protestor in a manner that will provide verification of receipt, prior to the submission of Proposals. If the protest is sustained, the Proposal submission date may be postponed, and an addendum issued to the RFSOQ document or, at the sole discretion of the CCJPA, the advertisement may be canceled. If the protest is denied, Proposals will be received on the scheduled date.

C. Protests on the Recommended Award

All Proposers will be notified of the recommended award, if any. This notice will be transmitted to the Proposer at the address contained in its Proposal in a manner that provides verification of receipt. Any Proposer whose proposal has not lapsed may protest the recommended award on any ground not specified in Subsection XII.B above. Ten (10) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the CCJPA Secretary at the appropriate address set forth in Subsection XII.A above no later than seven (7) calendar days following receipt of such notification. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the Proposer recommended for award in a manner that provides verification of receipt, prior to execution of the Agreement. Such decision shall be final.

EXHIBIT 1

AGREEMENT FOR CONSULTING SERVICES

AGREEMENT

Between

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

And

TO PROVIDE

PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES

FOR

CAPITOL CORRIDOR CAPITAL PROJECTS

CCJPA AGREEMENT NO. _____

20__

AGREEMENT TABLE OF CONTENTS

ARTICLE PAGE

1.0	WORK TO BE PERFORMED	5
1.1	SCOPE OF SERVICES	5
1.2	WORK DIRECTIVES	5
1.3	MANAGEMENT PLAN AND PROCEDURES	6
1.4	PROJECT AND ORGANIZATIONAL PROCEDURES	7
1.5	PERSONNEL	7
1.6	FINANCIAL ADMINISTRATION.....	8
2.0	TIME OF PERFORMANCE AND DELAYS.....	9
2.1	TIME OF PERFORMANCE.....	9
2.2	DELAYS	9
3.0	COMPENSATION AND PAYMENT	9
3.1	COMPENSATION	9
3.2	DISALLOWED OR OTHERWISE NOT RECOGNIZED COSTS	11
3.3	METHOD OF PAYMENT	12
3.4	WITHHOLDING OF PAYMENT	14
4.0	CHANGES AND MODIFICATIONS	15
4.1	CHANGE ORDERS	15
4.2	MODIFICATIONS	16
5.0	TERMINATION	16
5.1	TERMINATION FOR CONVENIENCE	16
5.2	TERMINATION FOR CAUSE	17
5.3	FORCE MAJEURE	17
6.0	INSURANCE	17
7.0	INDEPENDENT CONTRACTOR.....	19
7.1	CONFLICT OF INTEREST	20
7.2	CONSULTANT PERSONNEL.....	20
8.0	INDEMNIFICATION	20
9.0	WARRANTY OF SERVICES, MATERIAL NONCOMPLIANCE BY CONSULTANT, RESPONSIBILITY FOR SERVICES AND DESIGN WITHIN FUNDING LIMITATIONS	21
9.1	WARRANTY OF SERVICES	21
9.2	MATERIAL NONCOMPLIANCE BY CONSULTANT	21
9.3	RESPONSIBILITY FOR SERVICES.....	22
9.4	DESIGN WITHIN FUNDING LIMITATIONS	22
10.0	DATA TO BE FURNISHED BY CCJPA	22
11.0	OWNERSHIP OF WORK PRODUCTS	23
11.1	DOCUMENTS	23
11.2	ASSIGNMENT OF RIGHTS.....	23
11.3	WARRANTY OF WORK PRODUCT.....	23
12.0	PATENTS	23
13.0	MATTERS CONFIDENTIAL AND PRIVILEGED	23
14.0	SUBCONTRACTS	23
15.0	ASSIGNMENT OF AGREEMENT.....	24
16.0	RECORDS	24
17.0	AUDIT	24
18.0	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA.....	25
19.0	NOTICES	25

20.0	NONDISCRIMINATION	26
21.0	SITE SECURITY AND ACCESS.....	26
22.0	LAWS AND REGULATIONS.....	26
23.0	ADDITIONAL FUNDING AGREEMENT REQUIREMENTS	27
24.0	CHOICE OF LAW	27
25.0	SEVERABILITY	27
26.0	COVENANT AGAINST CONTINGENT FEES	27
27.0	COVENANT AGAINST GRATUITIES.....	27
28.0	CAPTIONS	27
29.0	BENEFIT OF AGREEMENT	27
30.0	STATE OF CALIFORNIA LABOR CODE REQUIREMENTS	27
31.0	ENTIRE AGREEMENT	27

Example Attachments

This is an example contract – as such the attachment references below are for illustrative purposes only. References within this Example Contract Agreement will be modified pursuant to the final form of the contract entered into with the selected consultant.

ATTACHMENT A: SCOPE OF SERVICES

(CCJPA intends to utilize the Scope of Services included as Attachment A to this RFSOQ)

ATTACHMENT B: KEY PERSONNEL LIST

(No example provided but this would list the Key Personnel for the project management and construction management Scope of Services)

ATTACHMENT C: PROJECT CONSULTANT TEAM

(No example provided but this would mirror the information required in Exhibit 1)

**ATTACHMENT D: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
REQUIREMENTS**

CONSULTING SERVICES

AGREEMENT NO. _____

Between

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

And

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between CAPITOL CORRIDOR JOINT POWERS AUTHORITY ("CCJPA"), a California authority for the joint exercise of power and _____ ("CONSULTANT"), with offices at _____.

RECITALS

This Agreement is made with reference to the following facts:

1. CCJPA proposes to obtain on-call project management and construction management consulting services for CCJPA's capital projects;
2. The services required for the Project cannot be performed satisfactorily by the officers and employees of CCJPA;
4. CCJPA has applied for or received grants from the State of California, Department of Transportation and other State agencies to assist in financing portions of various capital projects;
5. CCJPA intends to apply for grants from the United States Department of Transportation, Federal Railroad Administration and other Federal agencies to assist in financing portions of various capital projects; and,
6. The parties hereto now wish to enter into this Agreement pursuant to which CONSULTANT will furnish consulting services in connection with CCJPA's capital projects as hereinafter provided.

* * *

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 WORK TO BE PERFORMED

The parties agree that the work to be performed by the CONSULTANT under this Agreement shall be as hereinafter set forth in this Article 1.0;

1.1 SCOPE OF SERVICES

CONSULTANT's services are described in Attachment A, SCOPE OF SERVICES, incorporated herein and by this reference made a part hereof. Such services must comply with applicable Federal, state, county, city and CCJPA guidelines, policies and procedures. Consulting services to be provided by the CONSULTANT hereunder shall comply with the latest specified edition of all applicable codes, ordinances, standards, regulations and other laws unless otherwise specified by CCJPA.

In addition, CONSULTANT may be required, in the performance of its services, to comply with the requirements of various agencies, including counties, cities, and railroads. CCJPA, to the extent possible, will provide all relevant information in its possession at the time the services are requested.

To the extent possible, work is to be provided by personnel of CONSULTANT located within the eight (8) county areas consisting of Placer, Sacramento, Yolo, Solano, Contra Costa, San Francisco, Alameda, and Santa Clara Counties (CCJPA Service Areas). In these cases, an appropriate field overhead rate is anticipated to be utilized. Subsistence (e.g. lodging and food) expenses and travel expenses will be compensated only if expressly approved by the CCJPA.

CONSULTANT shall be responsible to perform or secure the performance of all requested services in their entirety subject to project direction by the Group Manager, Program Management for Planning, Development and Construction, or a designated representative ("Agreement Manager").

The Agreement Manager shall monitor CONSULTANT's performance with respect to compliance with the requirements of this Agreement.

This Agreement is not exclusive. CCJPA expressly reserves the right to contract for performance of additional services such as those described herein through other consultants.

1.2 WORK DIRECTIVES

CONSULTANT shall provide services to CCJPA for the projects as described in each WD subject to prior approval in accordance with the following procedures.

A. Work Directive Proposal Request

CCJPA will initiate an WD by transmitting to the CONSULTANT a Work Directive Proposal Request ("WDPR") that describes an initial task description and implementation schedule.

B. Work Directive Proposal

CONSULTANT will then prepare a detailed Work Directive Proposal ("WDP") and transmit it to CCJPA within the time specified in the WDPR. The WDP shall specify the following:

1. Services to be performed by the CONSULTANT (see Article 1.1 above and Attachment A);
2. Management Plan that includes a list of key personnel (see Article 1.5 below);
3. Budget Plan including a detailed cost estimate and a cost-loaded schedule;
4. Work Breakdown Structure;
5. Schedule;
6. List of subconsultants, their scope of work and estimated value of work;

7. Work products (see Article 1.1 above and Attachment A); and
8. WD project specific procedures (see Article 1.4, below).

C. WDP Evaluation

CCJPA will evaluate the WDP. In its discretion, CCJPA may request CONSULTANT to revise and resubmit the WDP.

D. Acceptance of WDP

CCJPA will notify CONSULTANT in writing whether a WDP has been accepted. A WDP not accepted in writing shall be deemed rejected.

E. Rejection of WDP

If a WDP or its revision is rejected, neither party shall have any rights or obligations arising out of the WDP or WDPR.

F. Acceptance of WD and Issuance of Purchase Order (PO)

Each WD shall be placed into effect by the issuance of a unilateral PO to the CONSULTANT by CCJPA upon acceptance of the WDP. The issuance of the unilateral PO by CCJPA shall constitute a binding agreement for the CONSULTANT to perform all work described in the corresponding WD.

G. Redirection of WD

CCJPA reserves the right to terminate a WD and redirect the remainder of the work to another consultant or consultant(s).

H. Conflict of Interest

Each WD shall incorporate the provisions of this Agreement by reference. A conflict of interest review will be performed by CCJPA prior to issuing project direction under a WD.

1.3 MANAGEMENT PLAN AND PROCEDURES

A. Management Plan

In response to a WDPR from CCJPA, as a minimum, CONSULTANT shall submit with each WDP the following:

1. A list of key personnel assigned as defined by Article 1.5 below.

CONSULTANT agrees not to make any substitution of subconsultants without prior approval of the Agreement Manager after a WDP has been accepted in writing by the Agreement Manager.

B. Management Procedures

Apart from any specific WDs, CONSULTANT and those subconsultants at any tier that CCJPA at its discretion may identify, shall develop, implement and maintain procedures, all subject to approval by CCJPA's Agreement Manager, who gives direction as to the performance of the work by CONSULTANT or subconsultant personnel, including, but not limited to, performance of WDs.

The intention of the parties is for CONSULTANT or its subconsultants, to develop, implement and maintain clear, concise, and project specific procedures to give CCJPA reasonable assurances that all charges for direct labor and other direct costs are relevant and necessary to accomplish the WD scope.

1.4 PROJECT AND ORGANIZATIONAL PROCEDURES

A. Modification of Procedures

At the direction of the Agreement Manager, pursuant to a WD, CONSULTANT shall develop or modify previously proposed WD project specific procedures in accordance with a schedule and in a form approved by the Agreement Manager. Such procedures as developed or modified shall be specifically related to activities performed for the WD project and basic CONSULTANT functions including, but not limited to, the process of budgeting, invoicing, and submitting reports to CCJPA hereunder. The intention of the parties is for CONSULTANT to develop, implement and maintain clear and concise WD project specific procedures.

B. Additional Modifications

In addition to any specific WD project procedures as described immediately above, and apart from any specific WDs, CCJPA may require CONSULTANT to revise its WD project procedures other than those set forth immediately above in Article 1.3 that are used throughout its organization if they conflict with the requirements of this Agreement.

1.5 PERSONNEL

A. Key Personnel

CONSULTANT and CCJPA agree that the personnel listed in Attachment B, KEY PERSONNEL LIST, incorporated herein and by this reference made a part hereof, shall be designated as key personnel. CONSULTANT shall also make every effort to ensure that the key personnel maintain, at a minimum, eighty percent of their proportionate share of the estimated number of hours for a WD.

CONSULTANT shall not remove any such key personnel prior to the completion of his/her assignment under the Agreement without the prior written approval of the Agreement Manager, which approval will not be unreasonably withheld. CONSULTANT shall nominate a replacement individual to CCJPA and shall not remove any individual from the Agreement until his/her replacement has been approved by the Agreement Manager.

B. Notice of Temporary Assignment

CONSULTANT shall provide the Agreement Manager with written notice of the temporary assignment of any personnel to an individual WD project.

C. Removal of Personnel

CCJPA's Agreement Manager reserves the right to direct removal of any CONSULTANT or subconsultant personnel assigned to the Agreement when in CCJPA's opinion the individual's performance is unsatisfactory.

1.6 FINANCIAL ADMINISTRATION

Apart from any specific WDs, CONSULTANT and its subconsultants at any tier shall establish and maintain records pertaining to the fiscal activities associated with the Agreement. CONSULTANT's and subconsultants' accounting systems shall conform to generally accepted accounting principles and the following requirements:

A. Cost Breakdown

All such records shall provide, as a minimum, a breakdown of total costs charged to the Agreement, including properly executed payrolls, time records, invoices and vouchers.

B. Labor Charging Procedures

For work performed on a basis other than fixed price, CONSULTANT and those subconsultants at any tier that CCJPA at its discretion may require, shall develop, implement and maintain labor charging (i.e. time card, or payroll) procedures that meet the following criteria:

1. All time records shall be in writing, recorded by the employee and verified by the immediate supervisor. Such records shall (i) be complete, (ii) record all employee's activities, Agreement and non-Agreement related, within a given accounting period and (iii) identify by means of cost codes what activities were being performed.
2. All charges for labor (direct/indirect or hourly as appropriate) by personnel for the Agreement shall be identifiable to the nearest half-hour.
3. In the event Consultant or its Subconsultants performs services subject to the payment of prevailing wages, Consultant and such Subconsultants' records shall reflect segregation of costs consistent with the Consultant's approved methods. Consultant shall ensure that invoices do not include duplication of indirect costs.

C. Cost Reimbursement Services

For those services performed on a cost reimbursable basis by CONSULTANT and those subconsultants at any tier that CCJPA at its discretion may require, the following shall apply:

1. For all indirect cost groupings, budgets shall be developed on an annual basis which coincide with the entity's fiscal year.
2. The system of accounting shall as a minimum, (i) report on a quarterly basis, a comparison between the actual indirect costs incurred to that budgeted, and (ii) reconcile all compensation for direct costs including, but not limited to, payroll, inventory and accounts payable against incurred cost, as set forth in Article 3.1, COMPENSATION.

D. Approval of Procedures

CCJPA's (i) may approve existing procedures that meet these criteria as well as waive certain specific requirements of this Article (provided that such approvals or waivers are made in writing); or (ii) may require copies of any CONSULTANT accounting material, records, reports or procedures related to the Agreement.

2.0 TIME OF PERFORMANCE AND DELAYS

2.1 TIME OF PERFORMANCE

A. Performance of Scope of Service

CONSULTANT's performance of Scope of Services as described in Attachment A shall commence upon receipt of a unilateral PO issued by CCJPA and shall be completed within the number of calendar days specified in the corresponding WD, unless terminated earlier

in accordance with Article 5.0, TERMINATION, or the limit on maximum compensation established in Article 3.1, COMPENSATION, of this Agreement.

B. Term of Agreement

The term of this Agreement will be ten (10) years from the date of execution of this Agreement, subject to termination as provided for in the Agreement.

2.2 DELAYS

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of the public enemy and governmental acts beyond the control and without fault or negligence of the affected party.

Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder or prevent performance of any obligations under this Agreement.

3.0 COMPENSATION AND PAYMENT

3.1 COMPENSATION

A. Basis

The compensation for each WD performed under this Agreement will be on a fixed price basis, an incurred cost reimbursement basis plus a defined fee, or some combination thereof. Such compensation will be allowable only to the extent that costs incurred or cost estimates included in negotiated, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Chapter 1, Part 31).

B. Requirements

Such compensation shall be further subject to the following requirements:

1. Conform with:
 - a. the work to be performed pursuant to an accepted WD;
 - b. any compensation limits or sub-limits set forth in such WD(s), and this Agreement; and
 - c. all other terms of this Agreement.
2. Be necessary in order to accomplish the work.
3. Be reasonable for the services to be performed or goods to be purchased in connection with the performance of services hereunder.
4. Be actual net costs or prices to the CONSULTANT or its subconsultants at any tier, (e.g. the cost or price less any refunds, rebates, or other items of value received by CONSULTANT or its subconsultants at any tier, that have the effect of reducing the cost or price actually incurred).

As used herein, the term "costs" shall include the following:

- a. Those costs recorded by CONSULTANT that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the work.

- b. When CONSULTANT is not delinquent in payment of costs of agreement performance in the ordinary course of business, costs incurred, but not necessarily paid, for:
 - (1) Direct labor;
 - (2) Other direct costs that are not subcontracted;
 - (3) Indirect costs.
 - c. The amount of reimbursement that has been paid by CONSULTANT for subcontracted services under similar cost standards.
5. Be for direct costs or prices incurred for work performed after the effective date of this Agreement and presented for payment within one hundred eighty days (180) days of the incurrence.

C. Rate Agreement

In addition to these requirements, the parties will negotiate in good faith and enter into an Advance Agreement for Cost Reimbursement and Rate Agreement (“Advance Agreement”) on an annual or multi-year basis for the work to be performed for each CONSULTANT fiscal year(s). At the end of the annual or multi-year period, either party may request a rate adjustment, subject to negotiation between the parties and modification to the Advance Agreement. Should the parties fail to negotiate a new Advance Agreement, CONSULTANT agrees to accept the provisions of the previous Rate Agreement, until such time as a new Rate Agreement is accepted. If neither party requests a rate adjustment, the rates contained herein shall remain in effect until completion of this Agreement.

D. Notification

The CONSULTANT shall inform the Project Manager when the total expenditures for any approved WD exceed eighty percent (80%) of the maximum compensation for the WD, and the Agreement Manager, when the total expenditure for all approved WDs exceed eighty percent (80%) of the maximum compensation for this Agreement. In the event the CONSULTANT does not provide such written notification and costs are incurred in excess of that authorized in a WD PO or exceed the maximum compensation of the Agreement, the CCJPA has the right to disallow the excess incurred costs and the CONSULTANT will be responsible for such costs.

E. CONSULTANT Costs

All CONSULTANT costs associated with providing services that are identified in this Agreement as being apart and separate from any individual WD, are considered to be either indirect costs or a portion of the CONSULTANT fee, as the case may be.

F. Compensation Limits

Subject only to changes made in conformance with Article 4.0, CHANGES AND MODIFICATIONS, below, it is expressly understood and agreed that:

- 1. In no event shall CONSULTANT be compensated in an amount greater than the amount in an individual WD, for services performed under such WD; and
- 2. In no event will the total compensation and reimbursement for expenses to be paid CONSULTANT for services described in Article 1.1, SCOPE OF SERVICES, above and services described in Attachment A hereto, exceed \$15 Million. However, the CONSULTANT may receive a lesser amount depending upon the CCJPA’s actual need for CONSULTANT’s services.

G. Cost Reimbursement/Fixed Price Services

For services performed on a cost reimbursable basis under a WD, CONSULTANT agrees to use its best efforts to perform its services within the limits of total compensation established in such WD. If the work requires fewer hours than those estimated, the CONSULTANT will be paid for the actual hours necessary to complete the WD. If the CONSULTANT underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the WD shall be the cap of the compensation to be paid unless such compensation is increased in accordance with Article 4.0, CHANGES AND MODIFICATIONS, below and proper notification has been provided in accordance with Article 3.1.D., Notification, above.

For services performed on a fixed price basis under a WD, CONSULTANT agrees to complete the specified services for the fixed price established in such WD. A fixed price WD provides for a price that is not subject to any adjustment on the basis of the CONSULTANT'S cost experience in performing the WD.

3.2 DISALLOWED OR OTHERWISE UNRECOGNIZED COSTS

CONSULTANT understands and agrees to the following:

A. Waiver

Any compensation or reimbursement received under this Agreement does not constitute a final decision by the CCJPA as to the allowability of such compensation or reimbursement and does not constitute a waiver of any violation by CONSULTANT of the terms of this Agreement (including, but not limited to, requirements of the Agreement to be included in CONSULTANT's subcontracts).

B. Final Determination

Unless approved otherwise by the Agreement Manager, the CCJPA will not make final determination about the allowability of compensation or reimbursement of cost received under this Agreement until an audit of this work performed under this Agreement has been completed.

C. Notification

If the CCJPA determines that CONSULTANT or its subconsultant(s) is not entitled to either the compensation or reimbursement requested or received, the CCJPA will notify CONSULTANT stating the reasons therefor.

D. Return of Funds

Completion of the work under this Agreement will not alter CONSULTANT's or its subconsultant(s)' obligation to return any funds due the CCJPA as a result of later refunds, corrections, or other transactions, nor alter the CCJPA's right to disallow or otherwise not recognize costs on the basis of a later audit or other review.

3.3 METHOD OF PAYMENT

A. Monthly Invoices/Subconsultant Payment

As used herein, the term "invoice" shall include the CONSULTANT's bill or written request for payment under this Agreement for services performed. All invoices shall be made in writing and submitted in accordance with the terms contained herein. Unless approved otherwise by the Agreement Manager, CONSULTANT's services shall be invoiced on a

monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Agreement Manager, provided a completed form W-9 is on file with CCJPA. However, in the event the CCJPA requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the Agreement, the CCJPA may not make payment within thirty (30) days of receipt of such invoice.

A separate invoice shall be submitted for each WD implemented by issuance of a PO in accordance with Article 1.2.F herein.

If applicable, CONSULTANT shall submit to the CCJPA Agreement Manager each week, certified payroll records in accordance with the terms of Article 30, State of California Labor Code Requirements. Failure to submit current certified payroll records may cause the suspension of progress payments during the period of non-compliance.

The CONSULTANT shall promptly pay any and all subconsultants by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The CONSULTANT shall include in its monthly invoice submission to CCJPA, amounts to pay all subconsultants' acceptable invoices, no later than thirty (30) days after receipt of such invoices. Unless otherwise approved in writing by the Agreement Manager, CONSULTANT shall, within ten (10) days after receipt of the payment made by CCJPA, (but in no case more than thirty (30) calendar days from receipt of subconsultant invoice whether or not payment has been made by CCJPA) pay to each of its immediate subconsultants (or their respective assignees), for satisfactory performance of its contract, the amounts to which each is entitled, after deducting any prior payments and any amounts due and payable to CONSULTANT by those subconsultants. Any delay or postponement of payment among the parties may take place only for good cause and with the CCJPA's prior written approval. If the CONSULTANT determines the work of the subconsultant to be unsatisfactory, the CONSULTANT must immediately notify in writing the Agreement Manager and state the reasons therefor. Failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Agreement and may result in sanctions as specified in this Agreement.

In addition, the CONSULTANT must promptly return any retentions withheld to a subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed.

B. Invoice Procedures

CONSULTANT shall invoice for each WD in conformance with procedures approved by the Agreement Manager and the then current Advance Agreement.

1. Such invoices shall segregate current costs from other costs. Current costs are those costs which have been paid within the last sixty (60) calendar days and not previously submitted to CCJPA for reimbursement. Other costs shall include, but not be limited to, the following:
 - a. Costs for which the CCJPA has requested additional justification for allowance;
 - b. Costs which have been recorded by CONSULTANT in the current accounting period and not incurred as an obligation within the last ninety calendar days.
2. Costs for individual labor shall be identified by activity and product in a manner consistent with that of the detailed cost estimate submitted with CONSULTANT's WDP.

3. Notwithstanding the above, in no case shall CONSULTANT invoice for costs which CCJPA has disallowed or otherwise indicated that it will not recognize.
4. No invoices for under \$100.00 will be processed for payment.
5. All costs incurred under a WD shall be invoiced for reimbursement no later than one hundred twenty (120) days after completion of the work set forth in the WD, unless otherwise approved by the Agreement Manager. Any invoices received after one hundred twenty (120) calendar days may not be reimbursed by the CCJPA.

C. Invoice Requirements

Invoices shall be, as a minimum, (i) mechanically accurate, (ii) substantially vouchered and properly supported and (iii) in compliance with the specific requirements of Article 1.6, FINANCIAL ADMINISTRATION above. Invoices must match PO line items. Invoices must also include both the Agreement number and the applicable WD and PO numbers that correspond to the invoice

D. Certification

CONSULTANT shall also certify, for each invoice, that (i) the hourly rates for direct labor, whether for CONSULTANT or its subconsultant(s), to be reimbursed under this Agreement are not in excess of the actual hourly rates in effect for CONSULTANT or subconsultant employees engaged in the performance of services under this Agreement at that time, and (ii) that such hourly rates are in conformance with the then current Advance Agreement.

E. Fixed Fee

The fixed fee for CONSULTANT or any of its subconsultants shall be billed monthly on a percent complete basis as approved by the Agreement Manager.

CCJPA in its sole discretion may make any of the remaining fixed fee payments due CONSULTANT, or any of its subconsultants, in full; or may withhold any amount up to one hundred percent thereof as CCJPA may find appropriate, based on the progress of CONSULTANT and/or any of its subconsultants.

Payment of the final fixed fee will be made in accordance with the provisions of Article 3.5, COST-REIMBURSABLE WORK DIRECTIVES – COMPLETION OR TERM TYPE, below.

F. Invoice Submittal Address

All CONSULTANTS shall submit a completed Form W-9 and all invoices directly to BART's Accounts Payable (AP) Department, who is responsible for the CCJPA's Accounts Payable.

Please submit all invoices to BART's Accounts Payable Department using the following method:

E-mail a PDF version of the invoice to: ap_supplier@bart.gov AND budgets@capitolcorridor.org.

Please save the file name using your CONSULTANT's name – Invoice No.

Example: ABC Company – Invoice #123456

Invoices must include: CONSULTANT's invoice number; Agreement Number, CCJPA's WD Purchase Order Number; and Billed Line Items that correspond with the Line Items on CCJPA's WD Purchase Order.

Please direct questions regarding invoice submission to your CCJPA's Agreement Manager.

G. Taxpayer Identification Number

CONSULTANT represents that CONSULTANT's taxpayer identification number (TIN) is **XXXXXXX**, evidenced by a completed Federal Form W-9 on file with CCJPA on the date of execution of this Agreement. CONSULTANT agrees to file such tax forms as may be reasonably requested by CCJPA to implement Internal Revenue Code Section 3406 and to accept as a part of any compensation due, any payments made by CCJPA to the Internal Revenue Service pursuant to that Section.

3.4 WITHHOLDING OF PAYMENT

CCJPA reserves the right to withhold payment(s) otherwise due CONSULTANT in the event of CONSULTANT's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon CONSULTANT in Article 6.0, INSURANCE; Article 8.0, INDEMNIFICATION; and Article 9.1, WARRANTY OF SERVICES, below. CCJPA shall provide notice of withholding, and may continue the withholding until CONSULTANT has provided evidence of compliance which is acceptable to CCJPA.

3.5 COST-REIMBURSABLE WORK DIRECTIVES – COMPLETION OR TERM TYPE

WDs negotiated on a cost-plus-fixed-fee basis will take one of two basic forms – completion or term (level of effort).

A. Completion Form

The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form normally requires the CONSULTANT to complete and deliver the specified end product within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the CCJPA may require more effort without increase in fee, provided the CCJPA increases the estimated cost.

B. Term Form (Level of Effort)

The term form describes the scope of work in general terms and obligates the CONSULTANT to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the CCJPA, the fixed fee is payable in accordance with the provisions herein.

1. WDs that are term form will set forth the level of effort labor hours to be expended. It is understood and agreed that the rate of labor hour expenditure may fluctuate from month to month, provided such fluctuation does not result in the utilization of the total labor hours of effort prior to the expiration of the term of the WD. It is further understood and agreed that the number of hours of effort for any classification of labor may be utilized by the CONSULTANT in any other direct labor classification if necessary in the performance of the work.
2. The CCJPA may direct the CONSULTANT to accelerate the average monthly rate of utilization of direct labor to such an extent that the total labor hours of effort specified in a WD would be utilized prior to the term thereof. Any such direction shall specify the degree of acceleration required and the revised term resulting therefrom.
3. If the total number of labor hours of direct labor specified in a WD is not expended during the term of the WD, the CCJPA shall either (i) reduce the fixed fee of the

WD proportionately to the labor hours unexpended in the approved WD, or (ii) subject to funding limitations, require the CONSULTANT to continue to perform the work until the total number of labor hours of direct labor specified shall have been expended.

Notwithstanding the provisions of Article 3.5.B.3 above, no adjustment in the fixed fee shall be made provided that the CONSULTANT has delivered at least ninety (90) percent of the level of effort specified in a WD and has complied with any direction of the CCJPA pursuant to this Article.

4.0 CHANGES AND MODIFICATIONS

CCJPA reserves the right to order changes to this Agreement, to be performed pursuant to this Agreement, as set forth below.

4.1 CHANGE ORDERS

A. Services

CCJPA reserves the right to order changes to this Agreement, including but not limited to, the services to be performed by CONSULTANT. All such changes shall be incorporated in written change orders duly executed by CCJPA and CONSULTANT, which shall specify the changes ordered and the adjustment of compensation and completion time required therefor.

B. Execution

Any such services added to the scope of this Agreement by a change order shall be executed under all applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed change order.

4.2 MODIFICATIONS

A. WD Modifications

CCJPA may, from time to time, make modifications within the general scope of a Work Directive. If any such changes are deemed to create an increase or decrease in the price of the Work Directive or in the time required for its performance, CONSULTANT shall promptly notify CCJPA thereof and assert its claim for adjustment within ten (10) days after the modification is ordered, and an equitable adjustment shall be negotiated.

In those cases in which the general scope of a Work Directive has not changed but additional compensation is required to complete the scope, the CONSULTANT must provide written timely notification in accordance with Article 3.1.D., above and an equitable adjustment may be negotiated.

CONSULTANT shall include any such scope modifications in its Monthly Progress Report(s).

All such modifications to a WD shall be implemented by the issuance of a modification to the corresponding PO, which shall specify the Work ordered and the adjustment of compensation and completion time required therefor. Any costs incurred in excess of the original Work Directive estimate that are not included in a WD modification will be the responsibility of the CONSULTANT, unless otherwise approved by CCJPA.

B. Additional Compensation

No claim for additional compensation or extension of time with respect to a WD shall be recognized unless contained in an accepted WD modification and a duly executed PO. The parties also understand and agree that CONSULTANT will not be reimbursed for costs incurred prior to the effective date of a PO unless otherwise approved by the Agreement Manager.

5.0 TERMINATION

5.1 TERMINATION FOR CONVENIENCE

CCJPA may, at any time prior to completion of the work under any WD or the work under this Agreement, terminate any such WD, or this Agreement whenever CCJPA determines that such termination is in its best interest, by written notice to CONSULTANT. CCJPA's written notice to CONSULTANT shall state in detail the extent of such termination with respect to WD, or this Agreement. Effective on receipt of such notice of termination from CCJPA, no new work or obligation with respect to such WDs, or this Agreement will be undertaken by CONSULTANT unless so directed by CCJPA in writing. Upon such termination, CONSULTANT shall submit an invoice or invoices to CCJPA in amounts which represent the compensation specified herein for services actually performed to the date of such termination and for which CONSULTANT has not been previously compensated. Upon payment of the amount due, CCJPA shall be under no further obligation to CONSULTANT, financial or otherwise, with respect to terminated WDs, or this Agreement if it is terminated.

5.2 TERMINATION FOR CAUSE

If CONSULTANT should be in default and fails to remedy this default within five (5) business days after receipt from CCJPA of notice of such default, CCJPA may in its discretion terminate this Agreement or such portion thereof as CCJPA determines is most directly affected by the default.

The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this Agreement; abandonment, assignment, or subletting of the Agreement without approval of CCJPA; bankruptcy or appointment of a receiver for CONSULTANT's property; failure of CONSULTANT to perform the services or other required acts within the time specified for this Agreement or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this Agreement in bad faith.

Upon CCJPA's termination of this Agreement or any portion thereof for default by CONSULTANT, CCJPA reserves the right to complete the work by whatever means it deems expedient and the expense of completing such work as well as any and all damages proximately caused by the default shall be charged to CONSULTANT.

5.3 FORCE MAJEURE

The performance of work under this Agreement may be terminated by CCJPA, in its discretion, upon application therefor by CONSULTANT for unforeseen causes beyond the control and without the fault or negligence of CONSULTANT, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrevocably disrupt or render impossible CONSULTANT's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of CONSULTANT to foresee or make preparation in defense against.

6.0 INSURANCE

At all times during the life of this Agreement to acceptance of the work covered by the Agreement, or as may be further required by the Agreement, CONSULTANT, at its own cost and expense, shall

provide the insurance specified in this Article 6.0, unless otherwise approved in advance and in writing by the CCJPA.

A. Evidence Required

At or before execution of this Agreement and at such other times as the CCJPA may request, CONSULTANT shall provide the CCJPA with Certificate(s) of Insurance executed by an authorized representative of the insurer(s) evidencing the CONSULTANT's compliance with the insurance requirements in this Article 6.0. The Certificate(s) shall reference the CCJPA's Agreement Number and Title to which the Certificate relates. In addition, a copy of all required endorsements shall be included with and attached to the Certificate(s) of Insurance.

B. Notice of Cancellation, Reduction or Material Change in Coverage

All policies shall be endorsed to provide the CCJPA with thirty (30) days prior written notice of any cancellation, reduction, or material change in coverage. Notices shall be sent to the CCJPA Agreement Manager. The CONSULTANT shall annually submit to the CCJPA Agreement Manager certifications confirming that the insurance required has been renewed and continues in place.

C. Qualifying Insurers

Policies shall be issued by California admitted companies which hold a current policyholders alphabetic and financial size category rating of not less than A:VIII according to Best's Insurance Reports.

D. Insurance Provided by CONSULTANT

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual general aggregate.

a. Coverage shall include:

- (1) Premises and Operations;
- (2) Broad Form Property Damage;
- (3) Products and Completed Operations;
- (4) Broad Form Contractual liability, expressly including liability assumed under the Agreement;
- (5) Personal Injury Liability;
- (6) Independent Contractors Liability;
- (7) Cross Liability and Severability of Interest.

b. Such insurance shall include the following endorsements, copies of which shall be provided to the CCJPA:

- (1) Inclusion of the CCJPA and BART as managing agency and their directors, officers, representatives, agents and employees as additional insured as respects to CONSULTANT's operations under this Agreement; and
- (2) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of the CCJPA will be called upon to contribute to a loss.

2. Automobile Liability Insurance for bodily injury (including death) and property damage which provides limits of liability of not less than Three Million Dollars

(\$3,000,000) combined single limit per occurrence applicable for all owned, non-owned and hired vehicles.

3. Workers' Compensation/Employers' Liability Insurance for Statutory Workers' Compensation and Employers' Liability Insurance for not less than One Million Dollars (\$1,000,000) per accident applicable to Employers' Liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include Broad Form All States/Other States coverage. Coverage shall be specifically endorsed to include the insurer's waiver of subrogation in favor of the CCJPA and BART as managing agency and their directors, officers, representatives, agents and employees; a copy of which shall be provided to the CCJPA. Should any such work be subcontracted, CONSULTANT shall require each subconsultant of any tier to similarly comply with this Article 6.0, all in strict compliance with Federal and State law.
4. Professional Liability Insurance for damages arising out of CONSULTANT's acts, errors or omissions. The policy shall provide a coverage limit of not less than Five Million Dollars (\$5,000,000) per claim/aggregate as respects CONSULTANT's services provided under this Agreement. Such insurance shall be maintained for a period of not less than two (2) years following completion of services.

E. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT, and any approval of said insurance by the CCJPA is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement including but not limited to the provisions concerning indemnification.
2. The CCJPA acknowledges that some insurance requirements contained in this article may be fulfilled by a funded self-insurance program of CONSULTANT. However, this shall not in any way limit liabilities assumed by CONSULTANT under this Agreement. Any self-insurance program must be approved in writing by the CCJPA.
3. Should any of the work under this Agreement be subcontracted, CONSULTANT shall require each of its subconsultant(s) of any tier to provide the aforementioned coverage's, or CONSULTANT may insure subconsultants(s) under its own policies.
4. The CCJPA reserves the right to withhold payments to CONSULTANT in the event of material noncompliance with the insurance requirements of this Article 6.0.
5. The CCJPA reserves the right to terminate this Agreement in the event of material noncompliance with the insurance requirements of this Article 6.0.

7.0 INDEPENDENT CONTRACTOR

Consultant is, and will at all times remain, a wholly independent contractor and not an officer or employee of CCJPA. Consultant has no authority to bind CCJPA in any manner, or to incur any obligation, debt or liability of any kind of behalf of or against CCJPA, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CCJPA.

The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither CCJPA, nor any elected or appointed boards, officers, officials, employees or agents of CCJPA will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that

Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of CCJPA. Consultant shall be responsible for its own acts and those of its employees during the term of this Agreement.

For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("UTA"), income tax withholding requirements, California Personal Income tax Withholding ("PIT"), California Unemployment Insurance taxes ("UI"), California Disability Insurance ("SDI"), the Workers' Compensation Act ("WCA"), California Public Employees' Retirement Law ("PERL"), and all other applicable federal, state and local laws, rules and regulations, Consultant, and Consultant's respective employees, if any, shall be treated as independent contractors and not as employees of CCJPA. Consultant and its personnel shall assist the CCJPA in evaluating and documenting the correct classification of Consultant's personnel as independent contractors, which assistance may include, but is not limited to, reviewing and signing Work Status Evaluation form for each individual proposed to perform work under the Agreement of a Work Directive Proposal.

Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CCJPA employees. Consultant expressly waives any claim to any such rights or benefits.

In its capacity as independent contractor, Consultant shall comply with any and all CCJPA operations rules and procedures which relate to the performance of its services on CCJPA property. Prior to commencing services, the Agreement Manager may loan Consultant a copy of CCJPA's Operations Rules and Procedures which shall be returned upon the completion of termination of Consultant's services hereunder.

7.1 CONFLICT OF INTEREST

CONSULTANT, its subconsultants and suppliers shall perform all work under this Agreement in conformance with all applicable statutes and regulations pertaining to conflicts of interest, including but not limited to, the financial reporting requirements and the conflict prohibitions of federal law (see, e.g., Federal Transit Administration Circular 4220.1F, Third Party Contracting Guidance) and California law (see, e.g., Government Code Section 1090 et seq., Government Code Section 87100 et seq. and Title 2, Division 6 of the California Code of Regulations).

When, in the judgment of CCJPA, it is necessary in order to avoid any potential conflicts of interest, CONSULTANT, its subconsultants and suppliers may be precluded from subsequently participating as a vendor or contractor on projects for which they are providing services under this Agreement. In addition, the CONSULTANT and its subconsultants may be precluded from performing services in connection with other related procurements which when determined on a case-by-case basis, represents a conflict of interest, in CCJPA's sole judgment.

7.2 CONSULTANT PERSONNEL

CONSULTANT shall ensure that any person employed by CONSULTANT, whose duties include work on matters involving CCJPA, is made aware that he or she is required to disclose immediately to CONSULTANT any offer of employment from any person or entity currently doing business with CCJPA or proposing to do business with CCJPA. CONSULTANT shall immediately so notify the Project Director, and ensure that unless, and until the offer of employment is unequivocally rejected by CONSULTANT's employee in writing and a copy of this rejection is transmitted to the Project Director, CONSULTANT shall remove such employee from any projects or services relating to CCJPA. Failure of CONSULTANT to comply with the provisions of this section may result in termination of this Agreement by CCJPA for default upon written notice to CONSULTANT.

8.0 INDEMNIFICATION

CONTRACTOR to the extent permitted by law shall defend, indemnify and hold harmless CCJPA and BART as managing agency and their directors, officers, agents and employees from all claims,

demands, suits, loss, damages, injury and liability, direct or indirect (including reasonable attorney's fees and any and all costs and expenses in connection therewith), incurred by reason of any act, or failure to act, of CONTRACTOR, its officers, agents, employees and subcontractors or any of them, under or in connection with this Agreement; and CONTRACTOR agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against CCJPA and BART as managing agency and their directors, officers, agents and employees, or any of them, arising out of CONTRACTOR's services, and to pay and satisfy any resulting judgments. Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement.

CONTRACTOR is not an employee and will defend, indemnify and hold CCJPA and BART as managing agency harmless for any injuries or claims suffered by CONTRACTOR and/or its officers, agents, employees and subcontractors that would otherwise be subject to the Worker's Compensation Act. Further, CONTRACTOR will defend, indemnify CCJPA and BART as managing agency and hold them harmless for tax, wages, employees benefits, pension benefits, or other liability if CONTRACTOR or its employee, agent, subcontractors or other person providing services pursuant to this Agreement is found to be a common law employee of CCJPA or BART by the IRS, CalPERS, another government agency or a court or administrative law judge.

9.0 WARRANTY OF SERVICES, MATERIAL NONCOMPLIANCE BY CONSULTANT, RESPONSIBILITY FOR SERVICES AND DESIGN WITHIN FUNDING LIMITATIONS

9.1 WARRANTY OF SERVICES

A. Warranty

The CONSULTANT will be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement. CONSULTANT warrants that its consulting services will be performed in accordance with the standards imposed by law upon professional engineering service firms performing engineering services of a similar nature at the time such services are rendered and in accordance with the standards imposed by CCJPA. In addition, CONSULTANT shall provide such specific warranties as may be set forth in individual WDs as agreed upon by the parties. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services in accordance with Article 9.1B., below.

B. Re-performance

In the event that any services provided by CONSULTANT hereunder are deficient because of CONSULTANT's or a subconsultant's failure to perform said services in accordance with the warranty standards set forth above, CCJPA shall report such deficiencies in writing to CONSULTANT within a reasonable time. CCJPA thereafter shall have:

1. The right to have CONSULTANT re-perform such services at CONSULTANT's own expense, or
2. The right to have such services done by others and the costs thereof charged to and collected from CONSULTANT if, within thirty days after written notice to CONSULTANT requiring such reperformance, CONSULTANT fails to give evidence satisfactory to CCJPA that it has undertaken such reperformance.

C. Re-performed Services

If CONSULTANT is required to correct or re-perform any services as provided in Article 9.1 B.1. (immediately above), any services corrected or re-performed by CONSULTANT shall be subject to this Article 9.1 to the same extent as work initially performed.

9.2 MATERIAL NON-COMPLIANCE BY CONSULTANT

CCJPA reserves the right to withhold payments to CONSULTANT in the event of CONSULTANT's material non-compliance with Article 8.0, INDEMNIFICATION, and Article 9.0, WARRANTY OF SERVICES, MATERIAL NON-COMPLIANCE BY CONSULTANT, RESPONSIBILITY FOR SERVICES AND DESIGN WITHIN FUNDING LIMITATIONS,

9.3 RESPONSIBILITY FOR SERVICES

In the event that any services provided by CONSULTANT hereunder are deficient because of CONSULTANT's failure to perform said services in accordance with such standards, CCJPA shall report such deficiencies in writing to CONSULTANT within a reasonable time, not to exceed six months after the discovery thereof, but in no event later than the earlier of (a) five years after completion of all of the services hereunder, or (b) one year after completion of construction of all facilities to which services provided hereunder apply. CCJPA thereafter shall have the rights set forth in Article 9.1, above if within thirty days after written notice to CONSULTANT requiring such reperformance, CONSULTANT fails to give evidence satisfactory to CCJPA that it has undertaken such reperformance.

9.4 DESIGN WITHIN FUNDING LIMITATIONS

CCJPA may designate additional requirements for certain services described in the WD, to be performed by CONSULTANT or any of its subconsultants, including but not limited to the following:

A. Procedures; Redesign

The CONSULTANT shall accomplish the design services required under this Agreement so as to permit the award of a contract, using standard CCJPA procedures for the construction or renovation of the facilities designed, at a price that does not exceed the engineer's estimated construction contract price for the facilities as agreed to between CCJPA and CONSULTANT. When bids or proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement or the then current Work Directive under which the design project was performed. However, the CONSULTANT shall not be required to perform such additional services at no cost to the CCJPA if the unfavorable bids or proposals are the result of conditions beyond CONSULTANT's reasonable control.

B. Notification to Agreement Manager

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

10.0 DATA TO BE FURNISHED BY CCJPA

All data, reports, surveys, studies, drawings, and any other documents and materials made available to CONSULTANT by CCJPA for use by CONSULTANT in the performance of its services under this Agreement shall be made available for information only and shall be returned to CCJPA at the completion or termination of this Agreement.

11.0 OWNERSHIP OF WORK PRODUCTS

11.1 DOCUMENTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software (including source code), and any other documents, materials, data and products ("Work Products") prepared or assembled by CONSULTANT or obtained from others ("subconsultants") by CONSULTANT in connection with the services under this Agreement shall be the property of CCJPA; and copies shall be delivered to CCJPA promptly upon the completion of the work or upon an earlier termination of this Agreement. CONSULTANT shall be responsible for the preservation of any and all Work Products prior to transmittal to CCJPA; and CONSULTANT shall replace any such Work Products as are lost, destroyed or damaged while in its possession without additional cost to CCJPA.

11.2 ASSIGNMENT OF RIGHTS

CONSULTANT hereby assigns to CCJPA all rights, title and interest including, but not limited to, copyright, patent, trademark and trade dress rights, in and to the Work Products. CONSULTANT acknowledges CCJPA's exclusive rights to reproduce, publish, display, create derivative works from, sell, transfer or otherwise exploit ("Use"), and permit others to Use all or any part of the Work Products, and to obtain and hold in its own name patents, copyright and/or trademark registrations for the Work Products. CONSULTANT shall provide all documentation, information and assistance reasonably required by CCJPA to obtain such registrations or patents, or with respect to claims that third parties have infringed the Work Products.

11.3 WARRANTY OF WORK PRODUCT

CONSULTANT warrants and represents that the Work Products are original to CONSULTANT or its subconsultants and shall not infringe the copyright, trademark, trade secret, privacy, publicity, patent or other intellectual property or proprietary rights of any third party; CONSULTANT will not attempt to license or transfer to any person or entity any interest in the Work Products; and CONSULTANT shall obtain from all subconsultants written assignment of all rights, title and interest, including copyright and other intellectual property rights, in their contributions to the Work Products.

12.0 PATENTS

CONSULTANT agrees to communicate promptly to CCJPA full particulars with respect to any and all improvements and inventions (whether or not patentable) conceived by it in connection with work performed by it hereunder. Subject to rights due to the United States Government under a grant of the FTA assisting the financing under this Agreement, such improvements and inventions shall become the property of CCJPA and CONSULTANT agrees to assign to CCJPA, upon CCJPA's request, all of its right, title and interest in and to ideas and inventions and in and to any and all patents and applications for patents based thereon, including both United States and foreign patents and applications for patents. CONSULTANT further agrees, upon CCJPA's request and at CCJPA's expense, to execute such proper instruments and to perform such proper acts as may be deemed by CCJPA necessary to evidence CCJPA's title to said improvements and inventions, and to enable CCJPA to obtain such patents and any continuations, reissues or extensions thereof.

13.0 MATTERS CONFIDENTIAL AND PRIVILEGED

All of the drawings, designs, specifications, manuals, reports, studies, surveys, models, or other data and products prepared or assembled by CONSULTANT, obtained from others by

CONSULTANT or made available to CONSULTANT by CCJPA in connection with the services under this Agreement, shall be treated as confidential by CONSULTANT. At no time shall CONSULTANT use or disclose or make available, other than in the performance of CONSULTANT's services for CCJPA, confidential information gained in the course of or by reason of CONSULTANT's retention by CCJPA and/or performance of services for CCJPA, nor shall CONSULTANT permit such use or disclosure, without prior written approval by CCJPA. It is the intention of CCJPA to preserve and make use of all applicable legal privileges, and CONSULTANT shall make all reasonable efforts to cooperate with CCJPA in this regard.

Performance of work under this Agreement may require the CCJPA to disclose Security Sensitive Information ("SSI") or require access to locations designated as security sensitive. In addition to the requirements set forth above and prior to commencement of any work involving SSI, CONSULTANT agrees to execute a Consultant Non-Disclosure Agreement for Release of Security Sensitive Information ("NDA") and require applicable third parties who will need to access SSI to execute a Third Party Non-Disclosure Agreement for Release of Security Sensitive Information ("Third Party NDA"), which will be provided under separate cover by the CCJPA. In accordance with the NDA, and for purposes of services to be performed under this Agreement, confidential information shall include any documents designated as SSI.

14.0 SUBCONTRACTS

A. Approved Subcontracts

CONSULTANT shall use approved subconsultants as shown in Attachment C hereto and as listed in each WD. In the event a subconsultant is on multiple on-call Agreements, the CCJPA reserves the right to limit the number of WDs that such a subconsultant will be a part of.

CONSULTANT shall not further subcontract all or any portion of its services under this Agreement or a WD, without the prior written approval of the Agreement Manager and any attempt to do so shall be void and unenforceable. **In the event specialty skills or resources are required that are not available within the approved subconsultants, the CONSULTANT will work with the CCJPA to identify a qualified subconsultant to perform the services and the CONSULTANT will have the ability to add team members by written request to the Agreement Manager.** Written approval by the Agreement Manager of use of a subconsultant for specified services in connection with one WD or project shall not constitute approval for any other purpose. In the event that CONSULTANT enters into one or more subcontracts pursuant to this Article, it is understood and agreed that the participating subconsultants shall be solely and directly responsible to CONSULTANT, and CCJPA shall have no obligation to them.

B. Subcontract Provisions

CONSULTANT agrees that the requirements in Articles 1.4 B, 1.5, 1.6 C, 1.7, 3.1 A, 3.1 B, 3.2 and 4.0 through 32.0, inclusive, of this Agreement, will be included in every subcontract entered into relating to services under this Agreement. Upon request, the CONSULTANT shall provide CCJPA with copies of all such subcontracts, with changes and amendments thereto.

15.0 ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign this Agreement, or any part thereof, without the prior express written consent of the Agreement Manager, and any attempt to do so shall be void and unenforceable.

16.0 RECORDS

CONSULTANT shall maintain full and adequate records to show the actual time devoted and the cost incurred by CONSULTANT with respect to the performance of services under this Agreement.

CONSULTANT and its subconsultants shall establish and maintain records pertaining to the fiscal activities associated with the Agreement. CONSULTANT's and subconsultants' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged to the Agreement, including properly executed payrolls, time records, invoices and vouchers.

17.0 AUDIT

CONSULTANT and its subconsultants shall permit CCJPA and its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT's and subconsultant's books, work, documents, papers, materials, payrolls, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices or bills submitted by CONSULTANT pursuant to this Agreement, and shall provide such assistance as may be reasonably required in the course of such inspection including, but not limited to, the following:

A. Audit Interviews

CONSULTANT shall arrange audit entrance and exit interviews in which CONSULTANT and/or its subconsultants and CCJPA and/or its authorized representatives will participate.

B. Accessing Documents

CONSULTANT's and its subconsultants' accounting divisions shall provide instruction to CCJPA on accessing documents.

C. Letter of Representation

CONSULTANT's management, or the management of a subconsultant, as well as the management of their appropriate units, will provide at CCJPA's request a letter of representation concerning such matters as CCJPA determines appropriate.

CCJPA further reserves the right, for itself and its authorized representatives, to examine and re-examine said books, work, documents, papers, materials, payrolls, records, accounts and data during the three (3) year period following the final payment under this Agreement and until all pending matters are closed; and CONSULTANT and its subconsultants shall in no event dispose of, destroy, alter or mutilate said books, work, documents, papers, materials, payrolls, records, accounts and any and all data in any manner whatsoever for three (3) years after the final payment under this Agreement, or until all pending matters are closed, whichever is later.

Pursuant to California Government Code Section 8546.7, the parties to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CCJPA or as part of any audit of CCJPA by the State Auditor, for a period of three (3) years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement.

18.0 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

If any price, including profit or fee, negotiated in connection with, or any reimbursement of cost including profit or fee, under this Agreement, any WD, modifications thereto, Rate Agreement or change order to this Agreement was increased because CONSULTANT furnished cost or pricing data that were not complete, accurate, and current at such time as the price was determined, the

price or cost shall be reduced accordingly and the Agreement, WD(s), Rate Agreement(s), or change order(s) and any applicable invoice(s) shall be modified to reflect the reduction.

If CCJPA determines that a price or cost reduction should be made, CONSULTANT agrees not to raise the following matters as a defense:

A. Bargaining Position

CONSULTANT was the sole source supplier or otherwise was in a superior bargaining position and thus the price would not have been modified even if accurate, complete and current costs or pricing data had been submitted;

B. Cost and Pricing Data

CCJPA should have known that the cost or pricing data in issue were defective even though CONSULTANT took no affirmative action to bring the character of the data to the attention of CCJPA;

C. Item Cost

The price was based on an agreement about the total cost of the work and there was no agreement about the cost of each item procured under the Agreement.

19.0 NOTICES

Except for invoices submitted by CONSULTANT pursuant to Article 3.0, COMPENSATION AND PAYMENT, and insurance notices submitted pursuant to Article 6.0 B., Notice of Cancellation, Reduction or Material Change in Coverage, all notices required hereunder or other communications to either party by the other may be given by personal delivery, U.S. Mail, courier service (such as Federal Express) or email. Notices shall be effective upon receipt at the following addresses:

To CCJPA: Capitol Corridor Joint Powers Authority
2150 Webster St, 3rd Floor
Oakland, CA 94612

Attention: TBD, Agreement Manager

Email: TBD

To CONSULTANT: To be determined

Attention: TBD
Project Manager

Either party may change its address for notices by giving written notice of the new address as provided above.

20.0 NON-DISCRIMINATION

The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the CCJPA deems appropriate.

In connection with the performance of services under this Agreement, CONSULTANT shall not, on the grounds of race, religious creed, color, national origin, ancestry, handicap, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

For purposes of this Article "sexual orientation" shall mean a preference for heterosexuality, homosexuality or bisexuality; or having a history of, or being identified with, any such preference.

21.0 SITE SECURITY AND ACCESS

Prior to commencement of services, CONSULTANT shall comply with CCJPA's site security requirements which include, but are not limited to, requiring photographic identification badges and submitting names and dates of birth of all personnel, including subconsultants and suppliers of any tier, working on CCJPA property or facilities. All badges shall be returned to CCJPA at the completion of services hereunder. In the event CONSULTANT fails to comply with CCJPA's site security requirements, CONSULTANT's personnel, including subconsultants and suppliers, may not be allowed on CCJPA property or facilities. No extension of time for completion of services or additional compensation for delay claims shall be granted in the event such personnel are excluded from CCJPA property or facilities.

22.0 LAWS AND REGULATIONS

CONSULTANT shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state or local government, and of any agency of such government, including CCJPA, which relate to or in any manner affect the performance of this Agreement. This Agreement and any documents supplied hereunder are subject to public inspection of the California Public Records Act, California Government Code Section 6250 et seq., unless exempted by law.

A. State Requirements

This Agreement may also be funded in part from a grant from the State of California through its Department of Transportation (State). State requirements are set forth in Attachment D, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS, incorporated herein and by this reference made a part hereof.

23.0 ADDITIONAL FUNDING AGREEMENT REQUIREMENTS

This Agreement is subject to any additional restrictions, limitations or conditions that may be required by any local, State or Federal funding agreements applicable to this Agreement.

24.0 CHOICE OF LAW

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State, without reference to conflicts of law principles.

25.0 SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

26.0 COVENANT AGAINST CONTINGENT FEES

CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach

or violation of this warranty, CCJPA will have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

27.0 COVENANT AGAINST GRATUITIES

CONSULTANT warrants that it will not and has not offered or given gratuities in the form of entertainment, gifts or otherwise, to any director, officer or employee of CCJPA to secure favorable treatment in the awarding, amending or evaluating performance of the Agreement.

28.0 CAPTIONS

The captions of the Articles and paragraphs in this Agreement are for purposes of reference only, and shall not be construed to affect the meaning of any provision hereof.

29.0 BENEFIT OF AGREEMENT

This Agreement shall bind and benefit the parties hereto and their assignees, successors and permitted assigns.

30.0 STATE OF CALIFORNIA LABOR CODE REQUIREMENTS

In the event work performed under this Agreement is subject to the payment of prevailing wages, special attention is directed to Division 2, Part 7, Chapter 1, Article 2 of the California State Labor Code, including Section 1774 and Section 1775, concerning the payment of prevailing wages. CONSULTANT and each subconsultant shall pay not less than the appropriate prevailing wages to all workers performing work that is subject to the prevailing rate of wages as determined by the Director of the State Department of Industrial Relations. Pursuant to Section 1773 of the State Labor Code, the CCJPA has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality(ies) in which the Work is to be performed. The prevailing rates of wages are available at the following website: www.dir.ca.gov/dlsr/pwd. For crafts or classifications not shown on the prevailing wage determinations, CONSULTANT may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for work under the Agreement. The CONSULTANT may contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4774, for questions concerning job classifications not found in the general prevailing wage determinations." The CONSULTANT shall comply with the provisions of State Labor Code Section 1776 and Section 1812 and shall be responsible for compliance by its subconsultants. The penalties specified in subdivision (f) of State Labor Code Section 1776 for noncompliance by the CONSULTANT or any of its subconsultants of every tier may be deducted from any monies due or which may become due to the CONSULTANT. Among other things, the CONSULTANT shall comply with the requirements of State Labor Code Section 1777.5 applicable to Apprentices. A certified copy of payroll records shall be provided by the CONSULTANT in accordance with State Labor Code Section 1776 and shall be furnished to the CCJPA each week within seven (7) Days after the regular payment date of the payroll period. Failure to comply with these requirements may cause suspension of progress payments during the period of noncompliance or may delay final payment.

31.0 ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties, and supersedes and replaces all prior communications, written and oral, regarding the subject matter hereof. CONSULTANT represents that in entering into this Agreement, it has not relied on any previous representations, inducements, or understandings, written or oral, of any kind or nature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

Capitol Corridor Joint Powers Authority

(NAME OF CONSULTANT)

Robert Padgette
Managing Director

By (Signature)

Name
and
Title _____
Print or Type

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

ON-CALL PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT (PM/CM) SERVICES

SCOPE OF SERVICES

A. GENERAL

1. Overview of Scope of Services. CONSULTANT shall assist and advise the Capitol Corridor Joint Powers Authority (CCJPA) in project management, construction management, procurement activities and related issues associated with CCJPA capital projects. Professional services to be provided by CONSULTANT under this Agreement shall comply with the latest edition of all applicable codes, ordinances, criteria, standards, regulations and other laws unless otherwise specified by CCJPA. CONSULTANT shall maintain required professional and business licenses throughout the duration of the Agreement, as appropriate. CONSULTANT personnel shall be located within the general service area of the Capitol Corridor service, from Placer County in the north to Santa Clara County in the south, to facilitate communication and coordination with CCJPA. The CONSULTANT Project Manager shall report directly to the CCJPA Manager of Planning and individual CCJPA Project Managers.

If a firm is the design engineer of record for a CCJPA construction contract and that firm is a member of the PM/CM CONSULTANT team, that firm would be prohibited from providing CM services personnel for the construction contract for which the firm is the engineer of record. Other firms that may be a member of the PM/CM CONSULTANT team, who are not the engineer of record, would not be prohibited from providing CM services personnel.

Upon approval and execution of the contract, the CONSULTANT is expected to begin providing services under a Notice to Proceed and to continue providing services through construction completion, the beginning of operational service, and/or project closeout of the assigned CCJPA capital project.

In accordance with the terms of the Agreement, CCJPA will authorize work hereunder by the issuance of Work Directive(s). Each individual Work Directive shall be developed by the CONSULTANT in consultation with CCJPA. The professional services provided by CONSULTANT will vary by Work Directive, therefore, CONSULTANT must be able to provide a full range of services associated with project management and construction management. As described further under Section B, Tasks to Support Scope of Services, below, professional services to be provided by the CONSULTANT under this Agreement may include, but not necessarily be limited to, the following:

- a. Program management services to place WDs, assure quality deliverables, assign and manage qualified staff, and ensure performance objectives are met by the team.
- b. Design review services including constructability reviews, verification of existing field conditions, hazard analysis, safety analysis and cost effectiveness.
- c. Construction management services to administer, monitor, inspect and interface with the construction contractor ("Contractor") on CCJPA capital projects in accordance with the construction contract documents. CONSULTANT shall manage and monitor CCJPA construction contracts by providing services which include project communications/record keeping, meeting coordination, cost and schedule management, technical support, environmental monitoring, coordination with other agencies, project reporting and project closeout. CONSULTANT shall either use CCJPA's chosen database software for document

control, document preparation, scheduling and recordkeeping or propose a database software that is acceptable to CCJPA for use.

- d. Administrative tasks generally associated with the construction management services provided, which include documentation of work progress, progress reports, schedule development, document control, correspondence, record keeping, payment verification, and conducting communications with CCJPA and other agencies as required.
- e. Cost management and scheduling for CCJPA projects as well as those related to the CONSULTANT Agreement.
- f. Quality control/quality assurance to ensure the accuracy and quality of work products via CONSULTANT procedures and controls.
- g. Procurement services to administer, monitor, test, inspect, evaluate and interface with vendors on CCJPA procurement contracts.
- h. Claims management and dispute resolution assistance to mitigate the size and number of claims.
- i. Rapid or emergency response to CCJPA as required.

B. TASKS TO SUPPORT SCOPE OF SERVICES

CONSULTANT shall be responsible for providing the necessary labor, labor supervision and expenses for the tasks outlined below pursuant to the negotiated Agreement with CCJPA.

TASK 1.0 – RISK MANAGEMENT AND CLAIM AVOIDANCE
TASK 2.0 – PROGRAM/PROJECT MANAGEMENT SUPPORT
TASK 3.0 – CONSTRUCTION MANAGEMENT

These tasks are set forth in more detail below.

TASK 1.0 – RISK MANAGEMENT AND CLAIM AVOIDANCE

1.1. Constructability Reviews

CONSULTANT, as an ongoing activity until all projects have been completely designed, will review design packages at various stages of completion. CONSULTANT will review general conditions and technical specifications, special conditions, plans, schedules and other project details and provide specific comments and recommendations as to their bidability, constructability, allowed time for construction, liquidated damages, measurement and payment, interface with other work, traffic control, clarity, risk potential, etc. If necessary, CONSULTANT will attend design review meetings to explain review comments and assist in editing of contract provisions.

1.2. Change Management

CONSULTANT will be responsible for adhering to CCJPA's Change Management procedures to control all changes, program wide. CONSULTANT will also coordinate, monitor, and report all significant changes in design or construction through a change log and file. CONSULTANT will support the activities of CCJPA's Change Control Committee to review construction change order requests. CONSULTANT will compare and evaluate change order estimates with contractor price quotes; consider project-wide effects of the change on schedule, cost, and environmental impacts; assist CCJPA in the negotiation of contract changes, contractor claims, and provide documentation of same.

1.3. Claims Analysis

At the request of CCJPA, CONSULTANT will perform review and analysis of contractor claims and provide recommendations for resolution of the claims. All claims, regardless of origin, will be recorded along with all supporting documentation by CONSULTANT. Claims will be researched and all pertinent facts collected and analyzed and appropriate remedial actions recommended to CCJPA. A claims register will indicate the current status of each submittal and the ultimate resolution and cost impact of the claim.

TASK 2.0 – PROGRAM/PROJECT MANAGEMENT SUPPORT

CONSULTANT's Program/Project management activities may be performed individually or in combination and may be performed in conjunction with consultants working under other the CCJPA contracts and agreements. CONSULTANT may be requested to provide oversight, support, or management for the typical activities listed below and to provide specific expertise described elsewhere in this document.

2.1. Contract Program Manager

CONSULTANT will designate a Contract Program Manager who will be the main point of contact with CCJPA and will be responsible for placing WDs, assuring quality deliverables, assigning and managing qualified staff, and ensuring performance objectives are met by the CONSULTANT team. The Contract Program Manager will facilitate timely submission of documentation and required submittals.

2.2. Project Managers

CONSULTANT may be requested to provide one or more Project Managers to deliver CCJPA capital projects. The Project Managers should have experience in project delivery, from project inception to closeout, of rail and/or transit facilities projects. Project Managers will be required to work with an integrated project team of staff from various CCJPA departments, a General Design Consultant, and the Contract Program/Project Manager to develop and implement a project management plan.

2.3. Project Management Plans and Procedures

A Project Management Plan will be prepared for the assigned capital projects as required and include a staffing plan necessary to deliver the projects. CONSULTANT will prepare, maintain and update these plans to reflect the needs of CCJPA. CONSULTANT will use existing CCJPA Program/Project Procedures for the delivery of capital projects. If required, suggestions to modify the existing procedures to match the requirements of the project will be made by CONSULTANT.

2.4. Public Information Program Support

CONSULTANT will support CCJPA's community outreach program for the assigned CCJPA capital projects as necessary. This work may include creating project materials for public use and providing community outreach staff as required to support CCJPA's Marketing department.

2.5. Quality Assurance Program

CONSULTANT will develop and maintain a detailed Quality Assurance Plan for assigned CCJPA capital projects. CONSULTANT may be responsible for providing quality assurance coordination resources to assist CCJPA in the performance of audits of project delivery phases.

2.6. Safety and Insurance Program

CONSULTANT will develop a Safety Program for assigned projects that covers the following work phases.

- Design

- Construction
- Integrated Testing

In addition, CONSULTANT may assist CCJPA in the development of CCJPA Controlled Insurance Programs for certain projects. Once construction begins, CONSULTANT may be requested to assign at least one full time safety inspector who will also coordinate resolution of contractor claims with CCJPA.

2.7. Third Party Liaison and Coordination

CONSULTANT will support CCJPA staff in coordinating program activities and maintaining good working relationships with the following:

- Union Pacific Railroad
- Federal Transit Administration (FTA)
- Federal Highway Administration (FHWA)
- Federal Railroad Administration (FRA)
- CalSTA, CTC, Caltrans and other State agencies
- Regional transportation planning agencies (e.g. MTC, Alameda CTC, SACOG)
- Regulatory permitting agencies (e.g. California Public Utilities Commission, Bay Conservation Development Commission)
- Policy Advisory Boards
- Cities and special districts along project routes
- Utilities
- Private Companies along project routes
- Other construction contracts in the vicinity

2.8. Real Estate Acquisition Coordination

CONSULTANT may be responsible for providing real estate acquisition coordinators to support CCJPA in the identification, appraisal and acquisition of right-of-way for assigned projects consistent with project schedules. CCJPA will take the lead role in acquiring property and will be responsible for hiring certified appraisers, acquisition agents and relocation specialists.

2.9. Utility Coordinator

CONSULTANT will be responsible for supporting CCJPA's utility coordination team. CONSULTANT may be asked to provide knowledgeable utility coordinators to oversee utility design integration/resolution during design and relocation prior to construction.

2.10. Permit Coordinator

CONSULTANT will be responsible for supporting CCJPA's project staff in scheduling and coordinating applications and receipt of all permits necessary for the construction of assigned projects. These permits may include, but are not limited to:

- CPUC Crossing Applications
- Water District and Caltrans Permits
- City Permits
- U.S. Army Corps of Engineers
- California Department of Fish and Game
- Regional Water Quality Control Board Permits
- Railroad Right-of-Entry Permits

2.11. Project controls and administration

- Development and maintenance of project schedules
- Development and maintenance of project reports

- Preparation of progress status reports
- Tracking and controlling project scope, schedule, and budget
- Maintenance of project documentation
- Development and tracking of project risk assessments and risk management plans
- Development of grant funding plans, tracking of grant balances, and completing required grant compliance reporting
- Completion of project closeout activities as required

2.12. Project conceptual development

- Collection of data needed to support project development efforts
- Development and maintenance of project schedules
- Preparation of project definition studies
- Determination, evaluation, recommendation of alternatives
- Analysis of environmental impacts
- Evaluation of requirements for public review
- Preparation of statutory and categorical exemptions
- Coordination of consultants and contractors across multiple disciplines
- Identification of permit requirements and completion of appropriate applications
- Preparation and delivery of project development summary reports
- Reevaluation of projects to meet revised standards and criteria
- Management of projects during design phases
- Establishment of design objectives and design scope of work
- Management of initial data collection
- Supervision of the activities of design consultant
- Coordination of design projects across multiple disciplines
- Coordination of requests for special design consideration in application of standards

2.13. Preliminary engineering and environmental assessment

- Review project study and definition reports prepared during planning and/or conceptual development phase
- Initiate preliminary engineering scope of work and task orders
- Create, review, or coordinate preliminary engineering and final design schedules
- Obtain railroad passenger and freight movement data
- Establish utility engineering / relocation funding requirements
- Prepare utility agreements
- Support right-of-way analysis and acquisition
- Coordinate preparation, review, and responses to special design consideration reports
- Prepare and update project management plans
- Develop public engagement plans as applicable
- Review preliminary engineering reports, plans, specifications, and estimates
- Coordinate responses to draft reports, plans, specifications, and estimates
- Coordinate addendums to funding agreements
- Assist in review of performance of preliminary design and environmental assessment consultant
- Prepare budgets for final design and construction phases
- Assist in identification of alternatives for evaluation in environmental documents
- Assist in preparation and review of environmental documents and exclusions
- Ensure project compliance with environmental regulation requirements
- Review and coordinate proposed construction phasing plans
- Complete preliminary engineering closeout

2.14. Final Design Support

- Review previously prepared reports and preliminary engineering designs
- Revise and update project management plan

- Initiate final design scope of work and task orders
- Prepare and coordinate utility agreement modifications
- Coordinate third-party utility work in advance of construction
- Assist in preparation and review of third-party cooperative agreements
- Coordinate acquisition of right-of-way and temporary construction easements
- Review plans, specifications, and estimates for compliance with standards
- Coordinate responses to final design reports, plans, specifications, and estimates
- Coordinate review of final design by funding agencies
- Ensure compliance with project funding requirements
- Prepare project clearance report for advancing project to construction
- Assist in preparation of construction and maintenance agreements
- Perform constructability reviews on final designs prepared by other consultants
- Coordinate proposed construction phasing with Capitol Corridor train operations
- Check final design for compliance with the CCJPA design quality control procedures
- Coordinate final design with other relevant CCJPA projects
- Complete final design closeout

2.15. Procurement Support

- Provide information to the CCJPA to prepare the procurement plan and schedule for advertising and award of contract
- Provide formatted documents, technical specifications, drawings and other relevant documents to the CCJPA to issue for bid.
- Coordinate with the CCJPA to respond to questions submitted by bidders relative to specific procurements
- Prepare relevant addenda documents
- Assist the CCJPA in providing accurate information to draft board and committee agenda items
- Prepare requests for task order proposals and prepare independent estimates
- Assist in negotiation of final costs for consultant proposals
- Prepare task and contract documents for approval
- Prepare change orders to consultant contracts

2.16. Scheduling

- Prepare project schedules and monthly updates
- Manage contractor schedules
- Schedule contractor work windows and track access
- Manage budgets and financial controls

2.17. Construction engineering management

- Perform quantity surveys (quantity take-offs)
- Coordinate transfer of responsibility to resident engineer
- Complete consultant agreement closeout
- Complete funding agreement closeout
- Complete project closeout at conclusion of construction
- Coordinate final audit

2.18. Administrative assistance

- Provide meeting notices, agendas, and minutes
- Provide inspection and project delivery status report
- Prepare special reports and presentations for boards and external agencies
- Database management and database programming

2.19. Specific expertise

In addition to the general activities noted above, the consultant shall provide, either directly, through subconsultants, or a combination of both, personnel with expertise in the management of projects during the conceptual design, preliminary engineering, final design and construction engineering phases for the following types of work:

- Railroad infrastructure including elements such as right-of-way, grading, track, drainage, and retaining structures;
- Tunnel, railroad bridge, highway-railroad grade separations, highway-railroad grade crossings;
- Telecommunication systems including fiber optic, microwave, digital and voice wireless radio systems;
- Agreements and contracts (such as construction and maintenance agreements, project cooperative agreements, and relocation agreements) with private entities, public agencies, and public utilities;
- Video surveillance systems, including IP-based network video products, power over ethernet (PoE) technology, video management system software, network and digital video recorders, intelligent video applications, layer 2 ethernet switches, and all supporting system elements;
- Small to mid-size buildings, control structures, railway passenger stations, and similar facilities;
- Passenger locomotive and passenger car repair facilities (shops) and layover/storage facilities;
- Project management and document control systems.

TASK 3.0 – CONSTRUCTION MANAGEMENT

CONSULTANT will perform construction management services in support of the development and implementation of CCJPA capital projects. The consultant will provide professional services to the CCJPA under contract Work Directives (WD's) for a specific scope of work. CONSULTANT may be requested to provide oversight, support, or management for the typical activities listed below.

CONSULTANT will provide Construction Management services for the construction phase including, but not limited to, in-depth construction supervision, providing resident engineers and inspectors, field document control, and other appropriate duties.

CONSULTANT shall provide personnel with expertise in the following areas. Personnel may be provided directly, through subconsultants, or a combination of both:

- Preparation and analysis of complex schedules, evaluating the progress of work on construction projects, analysis of construction claims, and the preparation of responses to claims;
- Analysis of construction costs, and preparation of estimates for projects including work encompassed by the practice of civil, mechanical, and electrical engineering, and for railroad signal and communication projects;
- Coordination of work of utilities companies and utility contractor's during new
- Construction and utility relocations in conjunction with CCJPA projects;
- Performance of land surveying and construction layout;
- Inspection of track, bridge, civil, electrical, mechanical, communication, and railroad signaling work on FRA regulated operating lines;
- Material testing and laboratory services that include: roofing and waterproofing testing and inspection, construction stormwater analysis, pavement evaluation, hazardous materials analysis, and construction materials testing in accordance with testing and inspection requirements.

Safety and coordination of access to railroad tracks outside of peak operating periods often require work during nighttime and on weekends and may require continuous work over multiple days during a shutdown. The work week for field construction personnel (field inspectors and resident engineer) may vary and must coincide with the schedule and hours of work adopted by the construction contractor.

The Capitol Corridor operates on active railroad corridors with dense (>50) mixed passenger and freight traffic and is typically required to develop construction and rehabilitation programs that involve complex staging and scheduling with multiple intense construction tasks for very short (<12 hour) work windows. The CONSULTANT and sub-consultants shall have team members in key positions with good knowledge of the railroad operating environment and with good understanding of the design constraints associated with construction or rehabilitation projects on operating railroad corridors. The CONSULTANT and sub-consultants shall be fully knowledgeable of the current best industry practices related to design and construction in a constrained, dense railroad traffic environment.

3.1. Pre-Construction Activities

- Perform analysis of constructability at design review
- Establish project document control system and procedures
- Review and familiarize relevant personnel with contract documents
- Develop preliminary testing and inspection plan
- Prepare master list of submittal requirements
- Conduct pre-construction meetings with contractors
- Coordinate pre-construction meetings with utilities, public agencies and other parties
- Coordinate issuances of notice to proceed
- Support and participate in procurement activities related to project management or construction management

3.2. Partnering

- Organize and participate in partnering meetings
- Coordinate and cooperate with contractors in selecting partnering consultant
- Follow-up on action items and follow-up sessions

3.3. Contract Administration

- Prepare and deliver project correspondence and notices
- Conduct regularly scheduled progress meetings and record minutes
- Communicate with contractor
- Protect the interests of the CCJPA in contract
- Maintain project records and document control system
- Establish filing system structure
- Establish and maintain filing procedures
- Scan and maintain electronic copies of project documents
- Prepare and maintain a digital resident engineer's and inspector's daily diary
- Prepare and submit monthly progress reports
- Record and maintain progress photographs including digital backups
- Maintain record set of contract drawings and specifications
- Manage design services during construction (DSDC) as required
- Provide interpretations of contract drawings and specifications
- Prepare field sketches and field instructions
- Receive, log, review, and distribute submittals and deliverables
- Review and prepare requests for information (RFI)
- Review, approve, and coordinate site specific work plans (SSWPS)
- Coordinate grade crossing closures with affected public agencies and utilities
- Maintain contract record documents and as-built drawings

- Index and transfer documents to the CCJPA at field office closeout
- Coordination with:
 - The CCJPA
 - UPRR
 - Cities/Counties
 - Third Parties

3.4. Schedule Administration

- Maintain master project schedule for multi-prime contracts
- Review and approve contractor schedules
- Review and approve contractor schedule reports
- Review and evaluate contractors progress against schedule
- Notify contractor or requirement for recovery
- Conduct schedule review meetings as needed
- Evaluate requests for time extensions
- Work with contractor on schedule, recovery, changes

3.5. Control of Materials, Measurement, and Payment

- Management of procurement
- Coordinate receipt and distribution of the CCJPA furnished items
- Measure and record quantities of work performed
- Record and track materials on-hand but not incorporated in the work
- Prepare monthly progress payments
- Notify contractor of liquidated damages and other deductions
- Identify, calculate, and record deductions against contractor payments
- Prepare regular forecasts of estimated cost to complete construction work
- Coordinate disposal or removal of the CCJPA retained surplus items
- Coordination of spares upon project completion
- Coordination of salvaged materials with third parties

3.6. Manage, Monitor, and Control Contract Changes

- Evaluate and respond to contractor request for change
- Issue the CCJPA directed change notices
- Initiate or evaluate cost reduction proposals
- Prepare and issue instructions to contractor for required field changes
- Prepare and issue directions for time and material changes
- Prepare justification for changes
- Prepare engineer's cost estimate and time impact analysis
- Perform cost analysis of contractor change requests
- Conduct negotiations with contractor
- Create and maintain record of negotiations
- Prepare contract change order
- Maintain logs of potential and issued change orders
- Prepare changes for variation in quantities

- Prepare final balancing change order

3.7. Stop Notices, Disputes, and Potential Claims

- Record and track stop notices
- Record and track all contract notices
- Manage disputes to minimize impact to the CCJPA and its operations
- Record and track potential claims

3.8. Control of Field and Shop Work, Testing, and Inspection

- Perform control surveys to establish or verify secondary control
- Perform surveys to verify contractor survey control and construction
- prepare inspection plans and coordinate with contractor's schedule
- Perform inspections in accordance with specifications and codes
- Review and approve contractor testing plans
- Perform testing not performed by contractor
- Perform testing for quality assurance
- Coordinate the CCJPA testing and contractor testing
- Prepare daily field inspection reports
- Maintain logs of inspections and tests
- Review test reports
- Perform periodic audits of contractor's inspection and testing programs
- Notify contractor of work not conforming to plans and specifications
- Supervise correction of unsatisfactory work
- Perform inspections prior to placing track and signal systems back in service

3.9. Safety, Security and Emergencies

- Perform initial review of contractor's health and safety program and periodically ensure compliance during construction
- Review and approve work site security plan of contractor
- Receive and forward notice of injury or incident to the CCJPA
- Investigate and report on all accidents and close-calls
- Maintain accident and injury logs
- Receive, review, and log material safety data sheets (MSDS)
- Ensure contractor's compliance with hazardous materials procedures
- Ensure contractor properly manages hazardous chemicals and wastes
- Review and approve support of excavation plans
- Review and approve plans for temporary structures
- Periodically participate in contractor's tailgate health and safety meetings
- Ensure that contractor is providing appropriate protection for public safety
- Ensure contractor's compliance with basic on-track safety requirements
- Coordinate contractor's field operations with Capitol Corridor operations
- Perform periodic inspections to ensure proper maintenance of the work site
- Suspend work temporarily when needed to ensure safe operations
- Coordinate response to emergencies

- Provide risk management, register, and controls

3.10. Insurance, Labor Compliance and Disadvantaged Business Enterprise (DBE) Requirements

- Maintain log of insurance
- Notify contractor of any deficiency in insurance coverage
- Promptly forward all labor compliance documents to the CCJPA
- Coordinate with the CCJPA in ensuring participation of disadvantaged business enterprises (DBE)
- Notify contractor of any deficiency in meeting contract or statutory requirements

3.11. Interface with Utilities and External Agencies

- Prepare applications for utility service to the CCJPA improvements
- Verify that utility agreements are in-place prior to start of work
- Expedite development and completion of utility agreements
- Coordinate with utility for utility work performed by the contractor
- Coordinate with utility for work performed by a utility for project

3.12. Public Outreach and Community Relations

- Coordinate with the CCJPA for delivery of project information notices
- Maintain and monitor project hotline
- Cooperate with the CCJPA in community presentations
- Coordinate with the CCJPA for response to public complaints
- Control and escort visitors to project site
- Coordinate interruptions to the CCJPA and other facilities

3.13 Contract Completion, Acceptance, Closeout and Final Payment

- Establish date for the CCJPA's use of improvement before final acceptance (beneficial occupancy)
- Complete and forward notice of substantial completion
- Complete and forward notice to release retention
- Set and notify contractor of the date of contractor's relief from maintenance
- Coordinate final acceptance
- Complete all construction contract closeout requirements
- Prepare balancing change order
- Review and forward invoice for final payment
- Notify contractor of start of guarantee period
- Perform periodic inspections during guarantee period
- Notify contractor of release of guarantee
- Make and file all completion reports, audit items, and records
- Support the CCJPA in any post construction audits
- Assemble handover documentation; O&M manuals, QA/QC records, spare parts, etc.
- Support any audit analysis for completed project phases against required funding requirements.

ATTACHMENT B

KEY PERSONNEL LIST

ATTACHMENT B

KEY PERSONNEL LIST

Name Position

ATTACHMENT C

PROJECT CONSULTANT TEAM

To be determined

**(based on
Exhibit 9 to RFSOQ)**

ATTACHMENT D

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS

TABLE OF CONTENTS

Allowable Costs (See Article 3.0 of this Agreement)

Termination for Convenience (See Article 5.1 of this Agreement)

Termination for Cause (See Article 5.2 of this Agreement)

E.1 Fair Employment Practices

E.2 Audit, Inspection, Access to Records and Retention of Records

E.3 State of California Labor Code Requirements

ATTACHMENT D

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
REQUIREMENTS

E.1 Fair Employment Practices. In the performance of work under this Agreement, CONSULTANT and its subconsultants will not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status and denial of family care leave. ¹ CONSULTANT and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in chapters of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONSULTANT and its subconsultants shall include the nondiscrimination and compliance provisions of this clause in all subconsultant agreements to perform work under this Agreement.

CONSULTANT and its subconsultants will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CCJPA for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.

E.2 Audit, Inspection, Access to Records and Retention of Records. CONSULTANT and its subconsultants shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the Agreement. CONSULTANT and its subconsultants' accounting systems shall conform to generally accepted accounting principles (GAAP) and all records shall provide a breakdown of total costs charged to the Agreement, including properly executed payrolls, time records, invoices and vouchers as well as all accounting generated reports. CONSULTANT and its subconsultants shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe CONSULTANT and its subconsultants' work, documents, papers, materials, payrolls, books, records, accounts, any and all data relevant to this Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by CONSULTANT and its subconsultants pursuant to this Agreement, and shall provide copies thereof upon request and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

The State, its representatives and the State Auditor further reserve the right to examine, inspect, make copies, or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Agreement and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Agreement and for the three (3) year period following the final payment under this Agreement, and CONSULTANT and its subconsultants shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books,

¹. See State Government Code 12940 *et seq.* for further details.

records, accounts and data in any manner whatsoever for three (3) years after final payment under this Agreement and all pending matters are closed.

Any costs for which CONSULTANT and its subconsultants has received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to CCJPA by the CONSULTANT and its subconsultants. Should CONSULTANT and its subconsultants fail to reimburse money due CCJPA within 30 days of demand, or within such other period as may be agreed between the parties hereto, CCJPA is authorized to withhold future payments due CONSULTANT and its subconsultants from any source.

The CONSULTANT agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of costs.

The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payments have been made to the CONSULTANT, which are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to CCJPA.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this Attachment D.

E.3 State of California Labor Code Requirements. In the event work performed under this Agreement is subject to the payment of prevailing wages, special attention is directed to Division 2, Part 7, Chapter 1, Article 2 of the California State Labor Code, including Section 1774 and Section 1775, concerning the payment of prevailing wages. Consultant and subconsultants shall pay not less than the appropriate prevailing wages to all workers performing work that is subject to the prevailing rate of wages as determined by the Director of the State Department of Industrial Relations. Pursuant to Section 1773 of the State Labor Code, the CCJPA has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work in the locality(ies) in which the Work is to be performed and has copies available upon request from the Procurement Department, 300 Lakeside Drive, 17th Floor, Oakland, CA 94612.

The Consultant shall comply with the provisions of State Labor Code Section 1776 and Section 1812, and shall be responsible for compliance by its subconsultants. The penalties specified in subdivision (f) of State Labor Code Section 1776 for noncompliance by the Consultant or any of its subconsultants of every tier may be deducted from any monies due or which may become due to the Consultant.

Among other things, the Consultant shall comply with the requirements of State Labor Code Section 1777.5 applicable to Apprentices.

A certified copy of the payroll records shall be provided by the Consultant in accordance with State Labor Code Section 1776 and shall be furnished to the CCJPA each week and shall be provided within seven (7) Days after the regular payment date of the payroll period. Failure to comply with these requirements may cause suspension of progress payments during the period of noncompliance or may delay final payment.

E.4 Submission of Certified Payroll Records. Within seven (7) Days of Agreement execution, the CONSULTANT shall register at CCJPA's designated website for electronic submittal

of Certified Payroll Records (CPRs). CCJPA will only notify the CONSULTANT and provide all necessary information related to CCJPA's designated website for electronic submittal of CPRs. For every week in which activities subject to the payment of prevailing wages is performed, the CONSULTANT and/or its subconsultants shall submit CPRs electronically to CCJPA's designated website in accordance with the requirements of the website. The CONSULTANT shall include provisions incorporating the requirement for electronic submittal of CPRs in its agreements with all subconsultants.

CCJPA shall review Work Directives and may approve or reject invoices under this Agreement. If CCJPA deems that CPRs are required for activities performed under a specific Work Directive, CCJPA will request the CONSULTANT to submit CPRs within ten (10) business days. Failure to timely submit CPRs, may result in CCJPA referring the matter to the Division of Labor Standards Enforcement, Department of Industrial Relations, and possibly withholding payment for potential wage and penalty assessments.

EXHIBIT 2

ADVANCE AGREEMENT FOR PROVISIONAL COST REIMBURSEMENT

EXHIBIT 2

ADVANCE AGREEMENT FOR PROVISIONAL COST REIMBURSEMENT ("Advance Agreement")

[through (Month) (Day), (Year)]

Pursuant to Agreement No. _____ between the parties and the Cost Principles contained in Title 48 Code of Federal Regulations (FAR) Part 31, _____ ("CONSULTANT") and the Capitol Corridor Joint Powers Authority ("CCJPA") agree as follows:

Compensation hereunder will be pursuant to implementation of approved Work Directives ("WDs") by the issuance of corresponding Purchase Orders (POs) by CCJPA. The compensation for each WD prepared pursuant to the terms of the Agreement and this Advance Agreement may, at CCJPA's sole discretion, be on an incurred cost reimbursable plus fixed fee basis, a fixed price basis, or some combination thereof. Such compensation will be allowable only to the extent that costs incurred or cost estimates included in negotiated, or otherwise established prices, are consistent with the cost principles of the Federal Acquisition Regulations (Title 48, Code of Federal Regulations, Chapter 1, Part 31). In the event CCJPA approves services on a basis other than cost reimbursable, the cost reimbursable provisions of this Advance Agreement may be deemed inapplicable to such services.

I. BASIS FOR REIMBURSEMENT OF CONSULTANT DIRECT LABOR COSTS:

A. Hourly Salary Ranges

The individual direct labor cost rates, exclusive of any burden or markups, shall be within the salary ranges as set forth in Attachment A hereto, "Hourly Salary Ranges", unless otherwise approved by the Agreement Manager. Additional labor categories may be included on a case-by-case basis as part of a negotiated Work Directive.

CONSULTANT payment for work by exempt personnel shall not include any premium pay as either a direct or indirect cost. CONSULTANT shall pay for overtime work by non-exempt personnel in accordance with California law. Consistent with FAR Part 31, premium pay for work directly on jobs are costs of those jobs and shall not be included in indirect cost allocations to this Agreement. Any premium time paid for direct work performance under this Advance Agreement shall be pre-approved in advance in writing by the Agreement Manager.

Not more than once in each twelve-month period, CONSULTANT may request revision of the Hourly Salary Range in accordance with annual salary provisions. All requests shall be made in writing to the Agreement Manager, at least thirty (30) calendar days prior to the date requested new rates are to become effective. Hourly salary ranges may, with the prior approval of the Agreement Manager, be increased annually in accordance with CONSULTANT's normal salary administration procedures applicable to all employees. If requested by CCJPA, CONSULTANT shall provide evidence of such procedure.

B. Salary Administration

The individual direct labor cost rates are subject to Salary Administration by CONSULTANT (Ref. 48 CFR 31.205-6), but in no case, are they to be adjusted more than the annual average of the Consumers Price Index for the San Francisco Bay Area, using CPI-U, All Urban Consumers index type for the preceding twelve-month period. CCJPA will consider individual exceptions to the above limitation, on a case-by-case basis, not to exceed one adjustment per employee per year, if the requested increase is promotional in nature. If requested by CCJPA, CONSULTANT shall provide evidence of such promotion.

C. Individual Direct Labor Rate

Notwithstanding the above, at no time will any individual direct labor rate exceed \$115.00 per hour, unless otherwise approved by the Agreement Manager on a case-by-case basis.

D. Unallowable Direct Labor Costs

The following direct labor costs are not allowable unless authorized in an accepted Work Directive or by prior written approval of CCJPA's Agreement Manager:

1. Principal or Partner costs; and
2. Premium costs incurred as a result of working overtime or holidays.

II. **BASIS FOR REIMBURSEMENT OF CONSULTANT INDIRECT COSTS:**

A. CONSULTANT's Indirect Costs Rates

The reimbursement rates for CONSULTANT's indirect costs are based primarily on CONSULTANT's submission dated [month/day/year], together with supporting information, submitted by CONSULTANT and reviewed by CCJPA Contract Administration. The following provisional rates will apply: (as applicable in accordance with CONSULTANT's established accounting procedures):

Home Office Rates:

1. Home Office – Fringe Benefit Rate: The provisional rate for CONSULTANT fringe benefits expense applied to CONSULTANT project direct labor costs performed in CONSULTANT facilities is _____%.
2. Home Office – Overhead / General & Administrative Rate: The provisional home office cost rate for CONSULTANT overhead expense applied to CONSULTANT project direct labor costs performed in CONSULTANT facilities is _____%.
3. Home Office – Facilities Capital Cost of Money: The provisional home office facilities capital cost of money rate as applied to CONSULTANT's project direct labor costs performed in CONSULTANT facilities is _____%

Field Office Rates:

4. Field Office – Fringe Benefit Rate: The provisional rate for CONSULTANT fringe benefits expense applied to CONSULTANT project direct labor costs performed by other personnel assigned to CCJPA facilities is _____%.
5. Field Office – Overhead / General & Administrative Rate: The provisional home office cost rate for CONSULTANT overhead expense applied to CONSULTANT project direct labor costs performed by other personnel assigned to CCJPA facilities is _____%.
6. Field Office – Facilities Capital Cost of Money: The provisional field office facilities capital cost of money rate as applied to CONSULTANT's project direct labor costs performed by other personnel in CCJPA facilities is _____%

B. CONSULTANT's Indirect Cost Rate Notification Requirements

CONSULTANT shall submit annually its final indirect cost rate calculations and year-end financial statement for the CONSULTANT's preceding fiscal year to the Agreement Manager. Calculation of CONSULTANT's indirect cost rates shall include adjustment of the rates to reflect the provisions of this Advance Agreement including, but not limited to, FAR Part 31 unallowable costs. The Chief Financial Officer or equivalent responsible officer shall certify that the submitted rate(s) comply with the requirements of this Advance Agreement. CCJPA may request additional information to support the rate calculations. Failure of the CONSULTANT to provide this data may result in the suspension of issuance of Work Directives.

In addition, if at any time during performance of the Agreement the CONSULTANT becomes aware that the indirect cost multiplier rate described in Article VI.F., below, increases or decreases by more than three (3) percentage points from the indirect cost rates shown above, the CONSULTANT shall immediately notify the Agreement Manager and request a rate adjustment, which will be subject to negotiation between the parties and modification to this Advance Agreement. Failure to request an adjustment shall constitute agreement by the CONSULTANT to use the approved provisional rates in effect to determine the final rates in accordance with Article VI.F., below.

C. CONSULTANT's Consistent Treatment of Costs

The indirect costs rates are based on the consistent treatment by CONSULTANT and its subconsultants at any tier, of the following types of items as direct costs throughout the CONSULTANT's company and subconsultant's company (or subconsultant companies):

1. The cost of materials or services purchased directly for work performance.
2. Subcontract cost in direct support of work performance.
3. Expenditures for direct labor employees involved in work performance.
4. Travel costs incurred directly for work performance.

D. CONSULTANT's Allowable and Unallowable Indirect Costs

The indirect cost rates are also based on the treatment of certain costs as allowable, allowable subject to limit, or unallowable for purposes of this Advance Agreement, by CONSULTANT and its subconsultants at any tier, as follows:

1. Individual indirect labor cost rates are subject to Salary Administration by CONSULTANT in accordance with 48 CFR 31.205-6.
2. Premium costs for working overtime or holidays incurred directly for performance on jobs are not allowable indirect costs.
3. If CONSULTANT overtime premium is charged as direct labor and it is included as part of the allocation base to calculate the indirect overhead rate, the CONSULTANT is allowed to charge overhead on the overtime premium. However, if the overtime premium is not included as part of the CONSULTANT's allocation base, overhead applied to overtime premium is not allowable.
4. Should the CCJPA provide a Professional Liability Insurance Program for any work under the Agreement, CONSULTANT costs for similar insurance premium coverage may be unallowable.

E. Fringe Benefits, Overhead and General and Administrative Costs

Except as provided for in Article V., below, the indirect cost rates are also based on the treatment of certain costs as a part of the fringe benefit, overhead or general and administrative expense cost groupings, or any combination thereof, (as set forth in Article II.A. above) by CONSULTANT and its subconsultants at any tier, as follows:

1. All costs incurred in preparing, submitting and supporting any Work Directive Proposal (“WDP”), whether or not accepted by CCJPA.
2. All costs incurred in preparing, submitting and supporting any Work Directive Modification, or change order to the Agreement or this Advance Agreement, whether or not accepted by CCJPA.
3. All costs of financial administration (including but not limited to establishing final rates, invoicing, reporting, budgeting, and auditing).
4. All costs incurred in complying with Article 1.5 of the Agreement concerning organizational procedures.
5. All costs associated with direct labor fringe benefits, including but not limited to employee compensated personal absence, payroll taxes and payroll additives.
6. All costs associated with the costs of employee incentive compensation (including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation) shall be allowable only as indirect costs. In no event shall distribution of any profits be allowable as a form of incentive compensation. Furthermore, such costs shall be allowable only to the extent that they are paid or accrued:
 - a. Under an agreement (in effect for twelve months prior to award of this Advance Agreement) entered into in good faith between CONSULTANT and the employees, or;
 - b. Pursuant to an established organization wide plan or policy followed by the CONSULTANT (for twelve months prior to award of this Advance Agreement) so consistently as to imply, in effect, an agreement for such incentive compensation.
7. All costs associated with providing insurance coverages as set forth in Article 6.0, INSURANCE, of the Agreement other than those provided by the CCJPA.

F. Other Direct Costs

There shall be no provisional rate applied to Other Direct Costs (“ODCs”) for either the CONSULTANT or any of its subconsultants at any tier.

III. BASIS FOR REIMBURSEMENT OF SUBCONSULTANT COSTS:

CCJPA requires that CONSULTANT perform a cost or price analysis of the reasonableness and allowability of subconsultant cost data (including subconsultants indirect cost rates) acceptable to CCJPA, which will be maintained by CONSULTANT and made available for CCJPA review, upon request.

A. Reimbursement on a Cost Reimbursable Basis

The parties intend that CONSULTANT obtain subcontracted services primarily on a cost reimbursable basis. For subconsultants performing services on a cost reimbursable basis:

1. CONSULTANT will be reimbursed for subcontracted or subconsultant direct labor costs at any tier in accordance with the requirements of Article I.A. through D. above.

2. Reimbursement for subconsultant indirect costs at any tier shall be in conformance with the provisional rates for subconsultant fringe benefits, overhead or general and administrative expense, or any combination thereof, in accordance with the requirements of Article II.C. through II.F. above and Article VI below. The requirements of Article II.B, above shall apply only to those subconsultants that are authorized a cumulative total value of \$1,000,000 or more during performance under the Agreement. Once the \$1,000,000 threshold is reached, the CONSULTANT is responsible for assuring the necessary subconsultant annual final indirect cost rate calculations and subconsultant request for any rate adjustment, if any, are received and submitted to the Agreement Manager in a timely manner. The CCJPA, upon final audit, will hold the CONSULTANT responsible for recovery of any monies due the CCJPA as a result of indirect cost overpayment.
3. Unless approved otherwise by CCJPA's Agreement Manager and CCJPA's Manager, Contract Administration, the aggregate product (i.e. "multiplier") of the rates referred to in Article III.A.2, above, shall not exceed 150%.
4. Reimbursement for subcontracted other direct costs at any tier, other than subconsultant costs (i.e. subconsultant furnished materials and supplies) shall be in conformance with the requirements of Article IV. below.
5. Subconsultant fixed fee, at any tier, shall be in conformance with the requirements of Article V. below.

B. Reimbursement on a Time and Materials Basis

Subject to approval by CCJPA's Agreement Manager and CCJPA's Manager, Contract Administration, subconsultant(s) may perform, or be obligated to perform, services on a "time and material" basis when the following conditions have been met:

1. CONSULTANT has made a determination that no other type of contract is suitable and ensures that the agreement with the subconsultant specifies a ceiling price that the subconsultant shall not exceed except at its own risk.
2. CONSULTANT has identified at least three subconsultants for any specific services to be performed on this basis or if this is not possible, then CONSULTANT has furnished a written justification acceptable to CCJPA, as to why the recommended subconsultant represents the most advantageous offer to the CCJPA, considering qualifications, cost or price factors as may be appropriate.
3. Total compensation for subconsultant fully burdened labor will not, in aggregate, exceed \$250,000 per subconsultant fiscal year, unless otherwise approved by CCJPA's Agreement Manager and CCJPA's Manager, Contract Administration.
4. Total reimbursement per individual, per day does not exceed eight (8) hours or eight (8) times the approved rate and forty (40) hours in one week.
5. For services performed on a time and material basis, the following costs shall be allowable only to the extent that they are a part of the overhead portion of the subconsultant's labor rate:
 - a. All subconsultant costs including, but not limited to subconsultant labor, associated with automobile travel within a 100-mile radius of the CCJPA's Administrative Offices at 300 Lakeside Drive in Oakland, California;
 - b. All subconsultant costs associated with providing insurance as set forth in the Agreement other than CCJPA furnished coverages.

As used herein the term "time and material" is defined as a subcontract that provides for acquiring supplies or services on the basis of (i) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and (ii) materials or supplies at direct cost only with no overhead, profit or fee allowed.

C. Reimbursement on a Fixed Price Basis

Notwithstanding Articles III.A. and B. above, and subject to approval by CCJPA's Agreement Manager and CCJPA's Manager, Contract Administration, subconsultants may perform services on a fixed price basis.

D. Approved Subconsultant's Services

In the event the CCJPA Agreement Manager and CCJPA's Manager Contract Administration approve specific subconsultant services pursuant to the above Articles III.B. and C. above, CONSULTANT shall thereafter obtain such subconsultant services accordingly.

E. Subconsultant's Obligation

A subconsultant currently performing, or obligated to perform, services pursuant to the above Article III.A. shall not be eligible to perform services pursuant to the above Article III.B or C. until the services to be performed pursuant to the above Article III.A. have been completed. Once a subconsultant undertakes to perform services pursuant to the above Article III.B or C., such subconsultant shall thereafter be ineligible to perform any services pursuant to the above Article III.A., unless otherwise approved by CCJPA's Agreement Manager and CCJPA's Manager, Contract Administration.

F. Subconsultant's Services on a Basis Other Than Cost Reimbursement

In the event one of the conditions set forth in Articles III.B. or III.C. exists and CCJPA's Agreement Manager approves subconsultant services on a basis other than cost reimbursement, the cost reimbursable provisions of this Advance Agreement shall be deemed inapplicable to such services.

IV. BASIS FOR REIMBURSEMENT OF OTHER DIRECT COSTS:

A. Restriction on Reimbursement for Other Direct Costs (ODCs)

ODCs are those actual costs the CONSULTANT incurs specifically for a given project other than labor and overhead costs. Types of ODCs include travel, printing, CADD or specialized computer time, and project specific use of specialized equipment. CONSULTANT will be reimbursed for

ODCs for either the CONSULTANT or any of its subconsultants at any tier provided that receipts are submitted with the invoices for ODCs.

B. Reimbursement of CONSULTANT's Other Direct Costs

Reimbursement for CONSULTANT ODCs is based upon the CONSULTANT's consistent treatment of these types of costs over CONSULTANT's company as a whole. Costs fully recovered through the indirect cost rates shall not be submitted as an ODC. ODCs incurred for performance of work that is not reimbursed shall not be included in indirect costs.

C. Treatment of CONSULTANT's Other Direct Costs as Unallowable

The following ODCs are not allowable without the prior written approval of CCJPA's Agreement Manager:

1. Relocation, travel and/or subsistence related to travel into or out of the CCJPA service area, or where CCJPA property is located.

When travel is approved, Federal Acquisition Regulation ("FAR") Part 31.205-46, sections (1) and (2), and Federal Travel Regulations (41 CFR 301-304) for the county in which the majority of the work is performed shall apply.

2. Tuition for training, seminars, technical associations meetings, or other similar events.
3. Cost of any equipment, tools, or vehicles hired, leased or purchased for the performance of services, provided further, that the fair market value of such items purchased by CONSULTANT shall be credited to CCJPA at the completion of the work hereunder.
4. Meal costs.
5. Cost of telephones (including cell phones), computers (laptops), and cameras.

D. Standard Costs

ODCs may be charged at standard costs only to the extent that such costs are properly adjusted for applicable variances according to procedures developed by CONSULTANT and approved by CCJPA's Agreement Manager. (As used herein, the term "standard costs" shall include any cost computed with the use of pre-established measures and an actual measure.)

V. FIXED FEE

A. CONSULTANT's Fixed Fee

CONSULTANT's fixed fee will be proposed and negotiated as a percentage of the estimated direct labor cost, associated direct labor indirect costs and subcontracted costs; thereafter the negotiated fee shall be fixed. On this basis, CONSULTANT's fixed fee shall be as follows:

1. For CONSULTANT direct labor costs and indirect costs as applied to CONSULTANT direct labor costs, a fee of: **8%**, subject to the further restrictions as set forth below:
 - a. CONSULTANT shall receive no fee on any overhead/indirect costs in excess of: **150%**.
 - b. For CONSULTANT subcontracted costs, a fee not to exceed 2%.

ODCs for either the CONSULTANT or any of its subconsultants at any tier provided that receipts are submitted with the invoices for ODCs.

B. Reimbursement of CONSULTANT's Other Direct Costs

Reimbursement for CONSULTANT ODCs is based upon the CONSULTANT's consistent treatment of these types of costs over CONSULTANT's company as a whole. Costs fully recovered through the indirect cost rates shall not be submitted as an ODC. ODCs incurred for performance of work that is not reimbursed shall not be included in indirect costs.

C. Treatment of CONSULTANT's Other Direct Costs as Unallowable

The following ODCs are not allowable without the prior written approval of CCJPA's Agreement Manager:

1. Relocation, travel and/or subsistence related to travel into or out of the CCJPA service area, or where CCJPA property is located.

When travel is approved, Federal Acquisition Regulation ("FAR") Part 31.205-46, sections (1) and (2), and Federal Travel Regulations (41 CFR 301-304) for the county in which the majority of the work is performed shall apply.

2. Tuition for training, seminars, technical associations meetings, or other similar events.
3. Cost of any equipment, tools, or vehicles hired, leased or purchased for the performance of services, provided further, that the fair market value of such items purchased by CONSULTANT shall be credited to CCJPA at the completion of the work hereunder.
4. Meal costs.
5. Cost of telephones (including cell phones), computers (laptops), and cameras.

D. Standard Costs

ODCs may be charged at standard costs only to the extent that such costs are properly adjusted for applicable variances according to procedures developed by CONSULTANT and approved by CCJPA's Agreement Manager. (As used herein, the term "standard costs" shall include any cost computed with the use of pre-established measures and an actual measure.)

VI. FIXED FEE

A. CONSULTANT's Fixed Fee

CONSULTANT's fixed fee will be proposed and negotiated as a percentage of the estimated direct labor cost, associated direct labor indirect costs and subcontracted costs; thereafter the negotiated fee shall be fixed. On this basis, CONSULTANT's fixed fee shall be as follows:

1. For CONSULTANT direct labor costs and indirect costs as applied to CONSULTANT direct labor costs, a fee of: **8%**, subject to the further restrictions as set forth below:
 - a. CONSULTANT shall receive no fee on any overhead/indirect costs in excess of: **150%**.
 - b. For CONSULTANT subcontracted costs, a fee not to exceed 2%.
 - c. For CONSULTANT ODCs, no fee shall be allowed.

B. Subconsultant's Fixed Fee

For subconsultant services performed on a cost reimbursable basis, subconsultant's fixed fee will be proposed and negotiated by CONSULTANT as a percentage of subconsultant's estimated direct labor cost and associated indirect cost for any Work Directive in accordance with the percentages set forth for CONSULTANT in Article V.A. above. There shall be no fee allowed for subconsultant subcontracted costs or ODCs.

C. Fixed Fee Revision

There shall be no revision, either upward or downward, to the established fee for CONSULTANT or subconsultants at any tier due to the establishment of a final rate for indirect cost reimbursement for any given fiscal year. Payment of the final fixed fee will be in accordance with the provisions of Article 3.5 of the Agreement.

D. Extraordinary Fee

The parties may mutually agree to an extraordinary fee as a part of an individual Work Directive.

VII. APPLICABILITY

A. Time of Performance

This Advance Agreement shall apply to provisional cost reimbursement and direct and indirect rates during performance of work under the Agreement. In accordance with Article II.B and Article III.A.2, above, the CONSULTANT must notify the Agreement Manager of any increase and decrease of more than three (3) percentage points in the approved indirect cost rates or approved subconsultant indirect cost rates, and submit revised cost data for review and approval by CCJPA and revision of this Advance Agreement. If CONSULTANT does not request an adjustment, the rates contained herein shall remain in effect until completion of the Agreement. Reference Article 3.1.C. of the Agreement.

B. CCJPA's Rights and Obligations

Nothing herein shall be construed to prejudice, waive, or in any other way affect any rights of the CCJPA under the provisions of the Agreement, nor respecting limitation of the CCJPA's obligations thereunder.

C. Applicability of Provisional Rates Pending Final Determination

The provisional rates set forth in this Advance Agreement are applicable to all affected Work Directives issued by the CCJPA for the Agreement, pending final determination of such rates for CONSULTANT by a cognizant Federal agency, subject to approval by CCJPA's Agreement Manager. In the event CONSULTANT does not have final audited rates determined by a cognizant Federal agency, then such rates will be established by an independent, third party audit entity which shall be approved by the Agreement Manager and which may include CCJPA's Internal Audit Department. Any rates determined by a cognizant Federal agency may require further adjustment for costs that are unallowable by the terms of this Advance Agreement.

D. Final Determination of Rates

Any reimbursements under this Advance Agreement submitted prior to said final determination of such rates will be recalculated if these provisional rates differ from the audited rates, unless CCJPA and CONSULTANT mutually agree that recalculation will not be required, in which case the provisional rates will be considered as the final rates for this Advance Agreement.

E. Payment

CONSULTANT agrees to accept using these final rates as its total compensation for all fringe benefits, overhead, and general and administrative costs for performing all services.

F. CONSULTANT's Final Rates

If the CONSULTANT does not notify the Agreement Manager of an increase in the approved CONSULTANT indirect cost rates and provide revised cost data for review and approval by CCJPA as specified in Article VII, any increase in the final indirect cost rates over the approved provisional rates shall be limited to no more than three (3) percentage points more than the provisional indirect cost rates consolidated into a single multiplier rate for each CONSULTANT fiscal year.

1. In the event CONSULTANT has multiple indirect cost groupings (i.e. fringe benefits, overhead, general & administrative), the final approved rate shall be consolidated into a single multiplier rate. A rate of no more than three (3) percentage points greater than CONSULTANT's rates based on Article II.A. above will be allowed.

G. Subconsultant's Final Rates

If the CONSULTANT does not notify the Agreement Manager of an increase in the approved subconsultant indirect cost rates and provide revised subconsultant cost data for review and approval by CCJPA as specified in sub-article A of this Article VII, any increase in the final subconsultant indirect cost rates over the approved provisional rates shall be limited to no more than three (3) percentage points more than the subconsultant provisional indirect cost rates consolidated into a single multiplier rate for each subconsultant fiscal year.

1. In the event a subconsultant has multiple indirect cost groupings (i.e. fringe benefits, overhead, general & administrative), the final approved rate shall be consolidated into a single multiplier rate. A rate of no more than three (3) percentage points greater than subconsultants' rates as set forth in Article III.A. above will be allowed.

VIII. OTHER

A. Terms and Conditions

The terms and conditions of Agreement No. _____ between the parties are incorporated in this Advance Agreement by this reference. All terms used but not defined herein shall have the meaning set forth in Agreement No. _____.

B. Modifications

All modifications to this Advance Agreement shall be in writing.

The parties have executed this Advance Agreement as of _____, 20____.

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

[NAME OF CONSULTANT] _____

Signature of the Agreement Manager

Signature

Name _____

Name _____

Title _____

Title _____

EXHIBIT 2

ATTACHMENT A

HOURLY SALARY RANGES

<u>Title</u>	<u>Grade</u>	<u>Minimum Salary For Title/Grade</u>	<u>Maximum Salary For Title/Grade</u>	<u>Average Salary For Title/Grade</u>
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EXHIBIT 3

PROVISIONAL COST REIMBURSEMENT AND RATE DATA

EXHIBIT 3

PROVISIONAL COST REIMBURSEMENT AND RATE DATA

This data sheet is to be completed and submitted by a Proposer and each of its first tier subconsultants when requested by the CCJPA:

1. PROVISIONAL INDIRECT COST RATES

- a. The provisional cost rate for direct labor fringe benefits as set forth in CONSULTANT's or subcontractor's submission is _____ %.
- b. The provisional cost rate for overhead expense for services performed in CONSULTANT's offices as applied to (identify bases) _____ is _____ %.
- c. The provisional cost rate for overhead expense for services performed in CCJPA facilities as applied to (identify bases) _____ is _____ %.
- d. The provisional cost rate for general and administrative expense as applied to direct labor for services performed in CONSULTANT's offices is _____ %.
- e. The provisional cost rate for general and administrative expense as applied to direct labor for services performed in CCJPA facilities is _____ %.

2. FIXED FEE

- a. CONSULTANT's fixed fee will consist of the three components set forth in subarticle V.A. of Exhibit 2 (Rate Agreement).
 - (1) The direct labor fee component in accordance with Exhibit 2, subarticle V.A.1., will be _____ % of the estimated direct labor cost and associated indirect costs approved by CCJPA for any Work Directive. There shall be no fee for ODCs or any ODC-associated indirect costs.
 - (2) The direct labor fee component for seconded personnel in accordance with Exhibit 2, subarticle V.A.1., will be _____ % of the estimated direct labor cost and associated indirect costs approved by CCJPA for any Work Directive. There shall be no fee for ODCs or any ODC-associated indirect costs.
 - (3) For providing subcontracted services consistent with the requirements of Article 14.0, SUBCONTRACTS, of Exhibit 1, CONSULTANT's fixed fee component shall be as set forth in subarticle V.A.2. of Exhibit 2 (Rate Agreement);
- b. Subconsultant's fixed fee for providing services shall be as set forth in subarticle V.B. of Exhibit 2 (Rate Agreement).

3. BASIS FOR DIRECT LABOR COST REIMBURSEMENT

Proposers shall submit on a separate sheet direct labor cost rates, exclusive of any burden or markups, for its consulting, technical, administrative and clerical personnel. Use the following headings for rate listings:

PROPOSER SALARY RANGES

<u>Title</u>	<u>Grade</u>	<u>Minimum Salary For Title/Grade</u>	<u>Maximum Salary For Title/Grade</u>	<u>Average Salary For Title/Grade</u>
--------------	--------------	-------------------------------------------	-------------------------------------------	-------------------------------------------

Proposer/subconsultant hereby certifies that the rate data provided herein is complete and accurate at time of submittal.

Proposer/Subconsultant Firm Name

Proposer/Subconsultant Signature

Date

EXHIBIT 4

CONFIDENTIAL

STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

EXHIBIT 4

CONFIDENTIAL

STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Proposer shall complete the STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES below. In addition, Proposer submitting a Proposal as a joint venture must have an executed Joint Venture Agreement as of the Proposal due date and a copy of the Joint Venture Agreement shall be attached to this Exhibit 4. Proposers are free to attach additional material. Such material is to be attached to this Exhibit.

The information on this Proposer Sheet will be a factor in evaluating the awards.

1. Business Name of Proposer:
 - a. Address: _____
 - b. Telephone No.: _____
 - c. Contact Person: _____
 - d. Email: _____

2. Form of Proposer Organization:
 - a. Is Proposer a sole proprietorship? Yes ___ No ___
Name and address of Owner: _____

 - b. Is Proposer a partnership? Yes ___ No ___
Name and address of Partners: _____

 - c. Is Proposer a limited partnership? Yes ___ No ___
Name and address of General Partner: _____

 - d. Is Proposer a corporation? Yes ___ No ___
State of Incorporation: _____
Name of Officers: _____

Corporation Number: _____
Federal Taxpayer ID Number _____ (Reference Article 3.3.G, Exhibit 1)

 - e. Is Proposer a joint venture? Yes ___ No ___ (***See Note Below**)
Name of joint ventures: _____

3. Business License (documented) _____
Taxpayer ID Number (Federal) _____

***Note:** If Proposer is a joint venture, a copy of the Joint Venture Agreement shall be attached to this statement and submitted with your Proposal.

- 4. How many years has your organization been in business under your present business name?

- 5. How many years of experience has your organization had? _____
- 6. How many years of experience has your organization had in the type of work similar to the work you are proposing? _____
- 7. List similar types of projects your firm has successfully concluded. Include names of individuals and telephone numbers, the CCJPA may contact including public bodies for these projects.

<u>Year</u>	<u>Price</u>	<u>Contract Project Description</u>	<u>Names of Owner and Address</u>	<u>Contact Person</u>

- 8. Name the key personnel who are to work on the project for which you are proposing and next to each person's name the project title of similar work to that upon which you are proposing which they have successfully participated. Attach resumes of these key people to this document. Indicate who will be the Project Manager and lead contact with CCJPA for execution and coordination of the work.

- 9. How many years have the key people worked in your firm?

10. How many years of experience have the key people had working in areas similar to these projects?

11. Where is the location of offsite work to be done?

Telephone No. _____

12. Have you or your organization failed to complete a contract? If so, give details:

13. Reference is hereby made to the following bank or banks as to financial responsibility of the Proposer:

Name of bank _____

Street address _____

City and state _____

Telephone No. _____

Officer familiar with Proposer's account _____

Name of bank _____

Street address _____

City and State _____

Telephone No. _____

Officer familiar with Proposer's account _____

Name of bank _____

Street address _____

City and State _____

Telephone No. _____

Officer familiar with Proposer's account _____

14. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of Proposer:

Name of surety company _____

Name of local agent (if different) _____

Local address: _____

City and State _____

Telephone No. _____

Person familiar with Proposer's Account _____

15. Provide as a part of this Exhibit, complete and audited financial statements (including all notes thereto) for your firm for the past three years. This should also include specific data that will allow CCJPA to evaluate the indirect cost rate provided in the estimated cost for scope of services.

16. In what other line of business are you financially interested? _____

17. Is any litigation pending against your organization? If so, give details. _____

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct, is within my personal knowledge, and if called upon to testify, I could testify competently thereto.

Executed on _____ day of _____, 20____, at

_____, _____
City State

Name of Proposer: _____

By: _____
Signature of Proposer or
Authorized Representative

Print Name and Title of
Person Signing

EXHIBIT 4

ATTACHMENT A

COST DISCLOSURE STATEMENT (CDS)

[Included here for information only. The CDS is not required for submittal with the Proposal but may be required at a later time (see Section VI.B.1 of the RFSOQ).]

ATTACHMENT A

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

COST DISCLOSURE STATEMENT (CDS)

A. COMPANY BACKGROUND

1. Company Name: _____
Street Address: _____
City, State, Zip: _____

2. Official Company Contact for Cost and Audit Matters:

Name: _____
Title: _____
Telephone No. _____ Email: _____

3. List the address of your firm's home office and all other offices, and indicate by an * the location(s) that will perform on the CCJPA agreement; also, identify the responsible manager for each office.

Home Office: Manager: _____
Other Offices: Manager: _____
Manager: _____

4. On a separate sheet, list all principals/partners of the Firm, or alternatively, identify those individuals that reside at the local/regional offices of the Firm.

5. Firm's Fiscal Year Ending Date: _____

6. List on a separate sheet, all prior and current agreements that your company has with CCJPA, either as a part of a joint venture or under a prime or subcontract. If work was performed as a subconsultant, list the prime contractor and the CCJPA prime contract number. Also note whether the contract was performed on a cost reimbursable, or fixed price basis as well as any details as to what fees were paid (i.e. fixed fee, incentive fees, percentage fees, etc.). For each contract list the value of the contract as well as the fee terms.

B. COST PRINCIPLES

1. In addition to specific agreement requirements, the CCJPA will use the following for determining the allowability of certain costs for reimbursement.
 - Federal Acquisition Regulations (herein called "FAR"), 48 CFR Part 31
 - Cost Accounting Standards (herein called "CAS"), 48 CFR Part 30

Does your firm have a working knowledge of these materials? _____

Do your employees have copies of these materials? _____

2. In order to evaluate your firm's compliance with the above principles, please answer the following questions, complete the schedules and attach all requested information.
 - a. Does your firm have federal government contracts? _____

- b. Was your proposed indirect cost rate audited during the past year by a federal agency (sometimes referred to as "cognizant agency"), any other governmental entity, or a CPA firm? _____ If yes, provide a copy of the audit report(s) and the resulting rate agreements, if any. Also, complete the following: (Identify all reports)

Audit Organization _____
 Period of Audit _____ Report Date _____
 Scope of Audit _____

Audit Organization _____
 Period of Audit _____ Report Date _____
 Scope of Audit _____

C. DESCRIPTION OF COST ACCUMULATION AND BILLING PROCEDURES

1. On what basis does your firm maintain its accounting records? Accrual _____ Cash _____

If on a cash basis, are steps taken to properly allocate expenditures that benefit more than one fiscal year? _____ Is any allocation procedure contained in a written procedure? _____ If written, please attach a copy.

2. Briefly describe your firm's system for accumulating and billing project costs by answering all of the following questions. (Provide separate attachments as necessary or required)

a. **DIRECT LABOR**

The CONSULTANT and each subconsultant will be compensated for the services of its personnel on the basis of reasonable, actual paid Direct Labor Costs (herein called "DLC") exclusive of any fringe benefits or overheads.

DLC must also exclude principal or owner time dedicated to the general operation of the business. DLC must also exclude time associated which CCJPA has identified as being allowable only to the extent that they are (i) specific classifications of DLC identified in the Agreement or Work Directive as may be the case or, (ii) are not associated with specific activities that CCJPA has identified as being reimbursable on a basis other than as a direct cost. (See generally Articles I and IV of Exhibit 2 and Article 3.0 of Exhibit 1 to this RFSOQ.)

The hourly rates of temporary or contract personnel which are classified as non-employees cannot be calculated as part of DLC, but must be treated as an Other Direct Cost (herein called "ODC"; see generally Article III of Exhibit 2 to this RFSOQ).

Similarly, the hourly rates of subconsultants cannot be calculated as part of DLC, but must be treated as a Subcontracted Direct Cost (herein called "SDC"; see generally Article II of Exhibit 2 to this RFSOQ).

Therefore, with respect to direct labor charges by your firm:

- 1) Your firm must fully document all time spent by Principals and employees and charged to CCJPA projects. CCJPA requires that all labor charges be identifiable to the nearest half-hour and specify what activity or task is being performed. (See generally Article 1.0 of Exhibit I to this RFSOQ.)

- a) Does your firm have a time sheet signed by the employee and verified in writing by the immediate supervisor? _____

- b) Does the time sheet record all time both direct and indirect? _____
 - c) Are controls in existence to ensure that DLC are relevant to the project scope? _____ Are any such controls formalized in written procedures? _____
- 2) How many hours in your firm's normal workday? _____ hours
 - 3) CCJPA normally does not participate in overtime premium for direct labor personnel. Has your firm made provisions to exclude overtime premium and unpaid overtime from CCJPA billings? _____
 - 4) Does your firm have a compensation policy for the classifications of labor proposed for these services? _____ If so, please attach a copy.
 - a) Does your firm have guidelines for Salary Administration, i.e. the range of annual reviews, or salary adjustments? _____ If so, please attach a copy and indicate the average adjustment for the last three years.
 - b) Does your firm have any individual incentive compensation plans including, but not limited to bonuses, commissions or profit sharing plans? If so please attach a copy of each.
 - 5) CCJPA does not allow payment for uncompensated labor costs. Does your firm have procedures to ensure that uncompensated labor is not billed to CCJPA projects? _____
 - 6) If your firm is a partnership/sole proprietorship, does your accounting system use a drawing account to record all compensation to the owner(s)? _____
 - 7) Does your firm hire professionals on a temporary basis to work on specific projects, rather than on a continuous employment relationship? _____
 - a) How many are currently working for your firm? _____
 - b) Who are they and what projects are they working on?

 - c) What was the total cost to your company of professionals hired on a temporary basis during the last completed fiscal year? 20_____, \$

Were these amounts in your direct labor base for that year? _____

b. **OTHER DIRECT COSTS**

Other Direct Costs (herein called "ODCs") are direct costs other than direct labor and direct materials that are identified specifically with a contract based on a beneficial or causal relationship.

The Federal Acquisition Regulations (48 CFR 31) provide that no contract will have a cost allocated to it as a direct cost if other costs incurred for the same purpose, in like circumstances, are treated as an indirect cost of that or any other contract.

Costs identified specifically with a contract are the direct cost of that contract. **All costs identified with other contracts are direct costs of those contracts whether reimbursed or not.**

- 1) a) Does your firm have an approval process for ODCs? _____
If so, are they in writing? _____
- b) Does your firm have procedures in place to ensure that ODC budgets are not exceeded? _____
If so are these procedures in writing? _____

2) For each of the following cost categories estimate the amounts charged as direct and indirect costs by your firm during the last completed fiscal year. FY 20_____

	Direct	Indirect
Travel	\$ _____	\$ _____
Reproduction	_____	_____
Graphics	_____	_____
Office Supplies	_____	_____
Equipment	_____	_____
Relocation Costs	_____	_____
Computer Expenses	_____	_____
Laboratory Testing	_____	_____
Contract Labor	_____	_____
Other Cost (specify)	_____	_____
	_____	_____

3) If any costs listed in 2 above are charged as both a direct and indirect costs, identify them and explain how these and other costs directly identifiable with specific contracts are excluded from the indirect cost pool, to prevent duplication.

4) ODCs also include Subconsultants, does your firm lease office space to other consultants, or otherwise provide support services? _____ If so, describe the relationship.

c. **INDIRECT COSTS**

Indirect costs may consist of one or more pools of expenses which are grouped on the basis of the benefits accruing to the cost objectives represented by the distribution base or bases to which they are allocated. Since accounting practices vary, the use of particular groupings is not required. However, CCJPA contract requirements specify **direct labor costs** as the basis for allocating indirect costs. Furthermore, CCJPA requires that direct labor exclude: 1) fringe benefits, which must be classified as indirect costs; 2) Subconsultant, contract employees and other non-employee costs which must be classified as ODCs; and 3) principal, or owner labor cost dedicated to the general operation of the firm.

Indirect cost rates must be supported. A provisional rate for indirect costs will be established. Your firm's final rate must represent your firm's actual cost experience for a completed fiscal year and must comply with all FAR and specific CCJPA agreement requirements.

Provisional rates must represent your firm's best estimate of the rates to be experienced during that particular year. If your provisional rate does not use your last completed fiscal year, the estimated cost must be based on historical data and all known future changes. The computation should provide for the future changes that will occur in both your direct labor base and indirect expense pools. A proposed rate must comply with all FAR and CCJPA agreement requirements. CCJPA will consider provisional rates audited and approved by a cognizant federal agency (i.e., EPA, DCAA), or other government entity, if the rate is further adjusted to comply with CCJPA agreement requirements.

Each firm must be able to support its direct labor base and other labor cost components used to calculate the indirect cost rate by submission of data for the last three years. **For this purpose complete the SCHEDULE OF SUMMARY COST AND SALARY DATA (page 9) for the last two completed fiscal years and the new fiscal year.**

Complete the INDIRECT COST SCHEDULES (Schedules A, B and C, pages 10 through 12) for your firm's last two completed fiscal years and the new fiscal year. The schedules may be modified as appropriate and will be reviewed by CCJPA as part of negotiating a provisional reimbursement agreement.

List each indirect cost account, the amount, and a description of each adjustment. Specifically how adjustments for: 1) FAR unallowable costs, and 2) the exclusion of those categories of cost which will be paid directly by CCJPA as an ODC, or will be provided directly by CCJPA or another firm. Also exclude comparable pool costs incurred in the performance of other contracts. For example, if travel is charged directly, then only general purpose travel should be included in the pool. Nonreimbursable direct travel should be excluded from the pool.

The following is a list of some of the more common costs unallowable per FARs. The list is not meant to be all inclusive, and accordingly, the CONSULTANT must refer to the FARs when preparing the INDIRECT COST SCHEDULE.

- | | |
|---------------|--------------------------------|
| Advertising | Fines/Penalties |
| Bad Debts | Idle Facilities |
| Contingencies | Interest/Other Financial Costs |
| Contributions | Losses on Other Contracts |
| Entertainment | Organizational Costs |

1) Does your firm routinely evaluate pool costs to identify and remove unallowable costs? _____ If so, at what interval? _____ If there is a written procedure for this removal, please attach a copy.

2) Does this CDS exclude any cost centers used by your firm? _____ If yes, identify these cost centers: _____

3) a. Does your firm own or have a financial interest in the facilities it leases or rents? _____
If yes, identify: _____

b. Does your firm own or have a financial interest in equipment it leases or rents? _____
If so, please identify those interests: _____

4) a. Does our firm share any facilities with other affiliates, subsidiaries, personal interests, etc.? _____
If yes, describe each sharing arrangement: _____

b. Does your firm share any equipment with other affiliates, subsidiaries, personal interests, etc.? _____
If yes, describe each sharing arrangement: _____

5) CCJPA will not allow Facilities Cost of Capital unless specifically proposed, reviewed, approved and audited. Does your proposed indirect cost rate include facilities cost of capital? _____
If yes, attach appropriate computation. _____

SCHEDULE OF SUMMARY COST AND SALARY DATA

For Fiscal Years Ending:	_____ 20__	_____ 20__	_____ 20__
	Actual	Actual	Proposed
Total Company Sales	\$ _____	\$ _____	\$ _____
Total Direct Labor	\$ _____	\$ _____	\$ _____
Total Direct Labor Hours	\$ _____	\$ _____	\$ _____
Total All Salaries	\$ _____	\$ _____	\$ _____
Total All Bonuses	\$ _____	\$ _____	\$ _____
Total Number of Principals/Owners (P/O)	\$ _____	\$ _____	\$ _____
Total Salaries	\$ _____	\$ _____	\$ _____
Total Bonuses	\$ _____	\$ _____	\$ _____
Total Number of Professional Employees *	\$ _____	\$ _____	\$ _____
Total Salaries	\$ _____	\$ _____	\$ _____
Total Bonuses	\$ _____	\$ _____	\$ _____
Total Number of All Other Employees *	\$ _____	\$ _____	\$ _____
Total Salaries	\$ _____	\$ _____	\$ _____
Total Bonuses	\$ _____	\$ _____	\$ _____

* To be considered an employee, an individual should be subject to withholding tax and be issued a Wage and Tax Statement (W-2) at year end and receive administrative support and supervision.

CERTIFICATION

I certify and declare under penalty of perjury, under the laws of the State of California, that the forgoing is true and correct, is within my personal knowledge, and if called upon to testify, I could testify competently thereto.

Signature of Submitting Official (CEO or CFO)

Title

Date

Schedule A - General & Administrative Expenses (G&A)

Fiscal Year Ending: _____, 20

Schedule of Actual Expenses, Unallowable Costs, and Adjusted Costs

<u>Account No.</u>	<u>Description of Costs Removed</u>	<u>Expenses Per General Ledger</u>	<u>Unallowable Costs</u>	<u>Notes</u>	<u>Adjusted Costs</u>
_____	Salaries & Wages	_____	_____	_____	_____
_____	Legal Fees	_____	_____	_____	_____
_____	Audit Fees	_____	_____	_____	_____
_____	Other Fees	_____	_____	_____	_____
_____	Travel	_____	_____	_____	_____
_____	Entertainment	_____	_____	(1)	_____
_____	Advertising & Promotion	_____	_____	(2)	_____
_____	Bad Debts	_____	_____	(1)	_____
_____	Technical Publication	_____	_____	_____	_____
_____	Periodicals	_____	_____	_____	_____
_____	Conventions & Seminars	_____	_____	_____	_____
_____	Interest Expense	_____	_____	_____	_____
_____	Holiday	_____	_____	_____	_____
_____	Vacation	_____	_____	_____	_____
_____	Sick Leave	_____	_____	_____	_____
_____	Personal Absence	_____	_____	_____	_____
_____	Employee FICA	_____	_____	_____	_____
_____	FUI	_____	_____	_____	_____
_____	SUI	_____	_____	_____	_____
_____	Workmans' Compensation	_____	_____	_____	_____
_____	Health Insurance	_____	_____	_____	_____
_____	Life Insurance	_____	_____	_____	_____
_____	Pension Plan	_____	_____	(3)	_____
_____	Tuition Assistance	_____	_____	_____	_____
_____	Miscellaneous	_____	_____	_____	_____
_____	Subtotal	_____	_____	_____	_____
_____	B&P/IR&D	_____	_____	(4)	_____
_____	Total	=====	=====	=====	=====

Notes:

- (1) Unallowable cost per Government procurement regulation FAR 31.2.
- (2) Some advertising expenses allowable e.g. help-wanted employment advertising.
- (3) Employer contributions to pension plan may be in excess of that allowable under FAR.
- (4) See Schedule I for computation of allowable IR&D/B&P costs.

(Use this format for each Fiscal Year and Cost Center)

Schedule B - Overhead Expenses
Fiscal Year Ending: _____, 20

Schedule of Actual Expenses, Unallowable Costs, and Adjusted Costs

<u>Account No.</u>	<u>Description of Costs Removed</u>	<u>Expenses Per General Ledger</u>	<u>Unallowable Costs</u>	<u>Notes</u>	<u>Adjusted Costs</u>
	Salaries & Wages				
	Postage & Handling				
	Office Supplies				
	Small Equipment				
	Temp. Clerical Help				
	Other Outside Services				
	Relocation			(1)	
	Business Meals				
	Telephone Expense - Local				
	Telephone - Long Distance				
	Telecopies				
	Real Estate Rent				
	Equipment Rent				
	Recruitment				
	Dues/Memberships			(2)	
	Insurance				
	Property Taxes				
	Permits & Licenses				
	Depreciation/Amortization				
	Repairs & Maintenance				
	Holiday				
	Vacation				
	Sick Leave				
	Severance Pay			(3)	
	Employer FICA				
	FUI				
	SUI				
	Workmans' Compensation				
	Health Insurance				
	Life Insurance				
	Pension Plan			(4)	
	Miscellaneous				
	Total				

Notes:

- (1) Moving charges are limited by FAR.
- (2) Nature and amount limited by FAR.
- (3) Severance pay is limited.
- (4) Employer contributions to pension plan may be limited.

(Use this format for each Fiscal Year and Cost Center)

Schedule C - Schedule of Bases Used to Allocate Indirect Expenses
Fiscal Year Ending: _____, 20

Pool - General and Administrative Expenses - Schedule A:

Base - Direct Labor Cost input (excluding fringe benefit expenses)

Pool - Fringe Benefit Expenses - Schedule B:

Base - Straight time direct labor dollars of all contracts and projects including labor costs of Bid and Proposals.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the CCJPA's Materials Management and Procurement Office, telephone (510) 464-6540, for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. The prospective lower tier participant certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

Signature of Proposer

Print Name and Title of Person Signing

Date

EXHIBIT 7

CERTIFICATION REGARDING LOBBYING

EXHIBIT 7

Applicable to Consultants and Subconsultants of any Tier

CERTIFICATION REGARDING LOBBYING

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

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

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

Name of Firm

By: _____

Please print name of signature:

Title: _____

EXHIBIT 9

PROJECT CONSULTANT TEAM

EXHIBIT 9

PROJECT CONSULTANT TEAM

(To Be Completed By Proposer Only)

Name, Address, Point of Contact, Email, and Phone Nos. of All Firms Participating on the Agreement (Including Prime and Subconsultants)	Nature of Participation (Indicate if Subconsultant is expected to perform work subject to the payment of prevailing wages, and include DIR registration Number for such firms)
Name of Firm: _____ Address: _____ _____ _____ Point of Contact: _____ Email: _____ Phone Number: _____ DIR Registration No. _____ (If applicable)	
Name of Firm: _____ Address: _____ _____ _____ Point of Contact: _____ Email: _____ Phone Number: _____ DIR Registration No. _____ (If applicable)	

Name of Authorized Officer of Proposer (Print or Type)

Signature of Authorized Officer of Proposer

EXHIBIT 10

ADDENDA ACKNOWLEDGEMENT

EXHIBIT 10

ADDENDA ACKNOWLEDGEMENT

RECEIPT OF THE FOLLOWING ADDENDA IS ACKNOWLEDGED:

ADDENDA NUMBERS

PROPOSER:

Print Name Date

Signature Name