



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES FOR NORTH LINK LIGHT RAIL

RFQ NO. RTA/AE 0175-11

NOVEMBER 2011

THE PREPARATION OF THIS DOCUMENT HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION, UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, AND IN PART BY THE CENTRAL PUGET SOUND REGIONAL AUTHORITY (SOUND TRANSIT).

THIS PROCUREMENT MAY BE SUBJECT TO ONE OR MORE FINANCIAL ASSISTANCE CONTRACTS BETWEEN SOUND TRANSIT AND THE U.S. DEPARTMENT OF TRANSPORTATION, WHICH INCORPORATE THE CURRENT FTA MASTER AGREEMENT AND CIRCULAR 4220.1E AS AMENDED. U.S. DEPARTMENT OF TRANSPORTATION'S LEVEL OF FINANCIAL ASSISTANCE MAY BE BETWEEN ZERO AND EIGHTY PERCENT (0-80%).

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**REQUEST FOR QUALIFICATIONS
CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
FOR NORTH LINK LIGHT RAIL**

SECTION 1 INSTRUCTIONS TO SUBMITTERS

1.1. INTRODUCTION

The Central Puget Sound Regional Transit Authority (Sound Transit) is requesting Statements of Qualifications (SOQs) from firms, teams, or joint ventures qualified and interested in providing Construction Management Consultant (CMC) Services for the NORTH LINK Light Rail Project. The entity selected for this CMC contract shall support the Sound Transit NORTH LINK Principal Construction Manager. CMC functions include, but are not limited to: Project Management, Resident Engineering, Office Engineering, Technical Support and Inspection, Construction Estimating, Contract Change Management, Scheduling, Construction Safety and Security, Document Control, QA/QC Activities, and tracking of labor work force and Diversity/Small Business/Project Labor Agreement.

Sound Transit (ST) and its consultants work as an integrated team which includes ST construction management, ST civil and systems engineering, and design and construction management consultants. This organization structure (refer to Appendix 1) presents unique coordination requirements and sharing of responsibilities to which the Consultant must be responsive. Sound Transit is looking for a construction management team with expertise appropriate in underground, at grade and aerial light rail construction. The CMC will work under the direction of a Sound Transit Principal Construction Manager assisted by Construction Managers and Deputy Construction Managers.

The Systems installation work for the project consists of Traction Power, Overhead Contact System (OCS), Signaling and Communications Systems, SCADA and Trackwork. The construction management of this Systems work will not be part of this CMC Services contract and will be handled under a separate contract. However, Sound Transit retains the right to add the construction management of the trackwork into this CMC Services contract at a later date

The NORTH LINK Light Rail Transit Project is a 4.3 mile extension of the light rail system from the University of Washington Station near Husky Stadium to just south of the Northgate mall consisting of a double track configuration with approximately 3.2 miles in twin-bored tunnels with two cut and cover stations serving the University District (Brooklyn Station) and the Roosevelt neighborhoods (Roosevelt Station). The alignment transitions near NE 94th Ave. from tunnels to an elevated guideway with an aerial station near the Northgate Transit Center serving the surrounding Northgate area communities and North Seattle. The construction contracts included in this project are identified in Attachment 3, Scope of Work, under sub-section B. Construction Contract Packaging.

The term of the contract is expected to be approximately nine (9) years. Sound Transit reserves the option to extend the contract for two additional one-year periods, at Sound Transit's sole discretion, for a total contract term not to exceed eleven (11) years.

For informational purposes, the estimated construction cost of the North Link Project is approximately \$800 million.

The attached Appendices (Appendix 1 through 4) are for informational purposes.

This Request for Qualifications (RFQ) outlines the information necessary to understand the consultant selection process and the documentation required in submitting SOQs for this contract. The procurement of these services will proceed as follows:

1. SOQs shall be submitted to Sound Transit on or before the date specified in Section 1, Paragraph 1.7, Schedule, after which time they will be reviewed and evaluated.
2. Interviews may be requested from firms qualifying as finalists. Interviews, if held, will be in accordance with the schedule contained in this RFQ.

Interested firms are encouraged to attend a pre- submission meeting that will be held to discuss this project, the consultant selection process and schedule, and elements of the contract. **The time, date, and location of the meeting are specified in Section 1, Paragraph 1.7, Schedule.**

All information shall be submitted at the dates and times indicated herein to Sound Transit, Procurement & Contracts Division, 401 South Jackson Street, Seattle, Washington 98104-2826. Inquiries concerning this solicitation shall be directed only to Raymund Fernandez, Senior Construction Contracts Specialist, at (206) 398-5093. **Communications with Sound Transit officials other than that listed above may cause the firm involved to be disqualified from this procurement.**

1.2 BACKGROUND

Voter-approved in 1996, Sound Transit is implementing a three-county regional transit system plan known as *Sound Move*. *Sound Move* is a seamless blend of three transportation systems: Sounder commuter rail, running 82 miles from Everett to Tacoma/Lakewood; Link light rail, a 14-mile initial segment connecting the cities of Seattle and Tukwila with a 1.2 mile Airport Link extension to SeaTac and a 1.6 mile line in downtown Tacoma; and Regional Express, featuring 18 new ST Express limited stop, long-haul bus routes and numerous improvements to transit centers, park-and-ride lots and HOV direct access ramps throughout the region.

In 2008 voters approved a measure to fund extensions of the light rail system and other transit improvements under a program known as *ST2*. The North Link Light Rail Transit project is funded through *ST2*.

1.3 GENERAL PROCUREMENT PROCESS

The procurement of these consultant services will be in accordance with Sound Transit and other applicable federal, state, and local laws, regulations, and procedures.

After reviewing this RFQ, any firm that determines it has the necessary expertise, experience, and ability to successfully perform the required services may submit an SOQ addressing the items set forth herein. Sound Transit will then evaluate the SOQs and determine the most qualified Submitter. Sound Transit reserves the right to reject any or all SOQs received. The final selection, if any, will be that SOQ which, in the opinion of Sound Transit, best meets the requirements set forth in the RFQ and is in the best interest of Sound Transit. Sound Transit requires that SOQs be concise, clearly written and contain only essential information. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials whenever practical. Use of plastic covers and binders is discouraged. All costs incurred in the preparation of an SOQ and participation in this solicitation process shall be borne by the submitting firms. SOQs made in response to this RFQ shall become the property of Sound Transit and be considered public documents under applicable Washington State laws.

Any firm failing to submit information in accordance with the procedures set forth herein may not be considered responsive and therefore be subject to disqualification by Sound Transit.

1.4 SOUND TRANSIT DIVERSITY PROGRAM OBJECTIVES

A. Non-Discrimination in Employment and Contracting

1. Sound Transit has adopted Guiding Principles for Employment and Contracting and identified key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth in this RFQ and Agreement including employment and contracting goals and objectives.
 - a. It is the policy of Sound Transit that practices of employment discrimination against any person on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Consultant shall adhere to non-discrimination provisions and shall make reasonable efforts to meet Sound Transit's workforce diversity objectives on this Contract. Such efforts shall apply to the employment of persons on the permanent or core employee workforce, the employee workforce secured solely for this Contract, and interns or trainees secured for this Contract.
 - b. It is the policy of Sound Transit that no one doing business or offering to do business with Sound Transit shall deny any person, on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person, the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by Sound Transit, and that one doing business or offering to do business with Sound Transit shall afford equal, non-discriminatory opportunities to potential joint venture partners, subcontractors, subconsultants and suppliers on contracts and agreements awarded by Sound Transit.
 - c. In addition, Submitters are reminded that they shall comply with applicable obligations and requirements under Chapter 49.60 RCW, the Washington State "law against discrimination", including rules and regulations promulgated pursuant to such law. In particular, Submitters as employers shall not commit any unfair practices prescribed in RCW 49.60.180.
 - d. Submitters on this RFQ, and the Consultant, shall comply with the non-discrimination provisions and the requirements set forth in this RFQ and Agreement related to equal employment opportunity, the Disadvantaged Business Enterprise Program and the Small Business Program.
 - e. The Consultant shall cooperate in any studies or surveys as may be conducted by Sound Transit and as may be necessary to determine the extent of the Consultant's compliance with Sound Transit's Diversity Program policies.
2. As a recipient of financial assistance from the Federal Department of Transportation (DOT), Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE)

program in accordance with 49 Code of Federal Regulations (CFR) Part 26. Submitters shall review and take into account the provisions in 49 CFR Part 26.

3. Submitters are advised that any contract, including subcontracts, awarded pursuant to this RFQ shall include the following assurance:

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

B. Disadvantaged Business Enterprise (DBE) Program

1. It is the policy of Sound Transit to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts. Sound Transit's DBE Program includes:
 - a. Ensuring non-discrimination in the award and administration of federal Department of Transportation-assisted contracts;
 - b. Creating a level playing field on which DBEs can compete fairly for such contracts;
 - c. Ensuring that the Sound Transit DBE Program is narrowly tailored in accordance with applicable laws;
 - d. Ensuring that only firms that fully meet eligibility standards as set forth in 49 CFR Part 26 are permitted to participate as DBEs;
 - e. Helping remove barriers to the participation of DBEs in such contracts; and
 - f. Assisting in the development of firms that can compete successfully in the marketplace outside of the DBE Program.
2. Pursuant to its Diversity Programs objectives and 49 CFR Part 26, Sound Transit promotes and encourages participation by DBEs on its contracts and agreements. In preparing SOQs, including Submittal Form 3, Business Commitment Form, and Submittal Form 4, Business Outreach Documentation Form, Submitters shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners or subconsultants, and shall ensure their proposed subconsultants also afford DBEs such opportunities.
 - a. For non-construction contracts, Sound Transit has committed to use race-neutral (including gender neutral) means to obtain DBE participation.
 - b. As described in 49 CFR § 26.51(b), race-neutral measures include, but are not limited to, actions such as: (1) arranging solicitations, times for the presentation of bids or proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE participation; (2) providing assistance in overcoming obstacles such as inability to obtain bonding or financing; (3) providing technical assistance and other services; (4) carrying out

information and communications programs on contracting procedures and specific contract opportunities; (5) implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs; (6) providing services to help DBEs improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency; (7) establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low; (8) ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime consultants; and (9) assisting DBEs to develop their capability to utilize emerging technology and conduct business through electronic media. Such race-neutral means should benefit Small Businesses as well as DBEs.

- c. Submitters, and the Submitter awarded a contract under this RFQ, shall pursue race-neutral measures in soliciting for and securing participation by DBEs on this project. As described in 49 CFR Section 26.5, a race (and gender) neutral measure is one that is, or can be, used to assist all **Small Businesses**.
- d. **Participation by DBEs is encouraged for consideration of an SOQ and a minimum DBE participation goal has been established for this RFQ.** To ensure an equal opportunity has been given to DBEs to compete for portions of the work included in this RFQ, Submitters shall conduct outreach to solicit and secure DBE participation and fully and fairly consider utilizing DBEs to perform portions of the work.
- e. For purposes of this RFQ, DBEs are those businesses certified as DBEs by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). To facilitate outreach efforts to DBEs, Submitters may obtain a listing of DBEs certified by OMWBE on the Internet at <http://www.omwbe.wa.gov/directory/directory.htm> or by calling 360-753-9693.
- f. On Submittal Form 4, Business Outreach Documentation Form, the Submitter shall identify each DBE to whom the Submitter reached out for possible participation under this RFQ and any subsequently awarded contract or agreement. While Sound Transit will not score the proposed participation of DBEs in evaluating SOQs, Sound Transit will, under Evaluation Criterion 5, consider the efforts made by Submitters to reach out to DBEs to provide an equal, non-discriminatory opportunity to compete for business as joint venture partners or subconsultants. In any contract or agreement awarded pursuant to this RFQ, Sound Transit may establish contractual levels of participation by DBEs to the extent DBE participation is included on Submittal Form 3, Business Commitment Form.

C. Small Business Program

- 1. Consistent with its Guiding Principles for Employment and Contracting to promote and encourage the use of Small Businesses, Sound Transit has developed and administers a Small Business program. Under the Small

Business program, Sound Transit will consider various approaches to achieving participation by Small Business in its contracts and agreements, including unbundling contracts, setting participation goals for contracts and agreements, and developing procedures, documents and practices that are “Small Business friendly”.

2. Under Sound Transit’s Small Business program, a Small Business is a business that:
 - a. Is organized for profit;
 - b. Has a place of business in the United States; and
 - c. For its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121.
3. A business shall be presumed to meet the Small Business size standard and be a Small Business if the business comes within one of the following categories:
 - a. Is certified by the Washington State Office of Minority and Women Business Enterprise (OMWBE). To obtain a listing of firms certified by OMWBE, contact OMWBE at 360-753-9693 or access a listing on the Internet at <http://www.omwbe.wa.gov/directory/directorty.htm>;
 - b. Is a participant in federal Small Business Administration programs, such as, but not limited to, Section 8(a) Business Development, Small Disadvantaged, and HUBZone. To obtain a listing of Small Businesses participating in the U.S. Small Business Administration programs or activities as eligible Small Businesses, contact the SBA’s Seattle District Office at 206-553-7310; or
 - c. Is certified by a public agency other than OMWBE and a size standard that is no greater than the Small Business Administration Size Standard, which is a criterion for certification or participation in that public agency program.
4. If a business does not come within one of the categories set forth in the paragraph immediately above, the Submitter may include participation by the business if the Submitter assures itself that the business does in fact meet the applicable Small Business size standard. Such assurance could involve reviewing the tax records or certified annual audit reports of the business and taking other actions reasonably related to assessing whether the business meets the Small Business definition and size standard. The Submitter shall bear full responsibility for performing due diligence related to whether a business meets the Small Business definition and size standard.
5. Submitters are advised that in assessing whether a business meets the size standard for annual gross receipts, the amounts are averaged over the business’ latest three (3) completed fiscal years to determine its average annual receipts. If a business has not been in business for three (3) years, the average weekly revenue for the number of weeks it has been in business is multiplied by 52 to determine its average annual receipts. If there are questions or issues about whether a business meets the applicable size standard, Sound Transit and the Submitter will consult and, to the extent practicable, follow the methodologies established by the

federal Small Business Administration in determining whether a business is within or exceeds an applicable size standard.

6. To facilitate the inquiry regarding the applicable size standards for firms not currently listed as certified by OMWBE or as Small Business Program participants by the SBA, the following size standards are listed in the NAICS Codes for architectural and engineering professional consulting services.

Job Category	Size Standard
Architectural Services (NAICS 541310)	\$4.5M
Landscape Architectural Services (NAICS 541320)	\$7.0M
Engineering Services (NAICS 541330)	\$4.5M
Geophysical Survey and Mapping Services (NAICS 541360)	\$4.5M
Survey and Mapping (except Geophysical) Services (NAICS 541370)	\$4.5M

7. These size standards are provided only to facilitate the Submitter's search for Small Businesses beyond the OMWBE Directory or SBA listings. There may be other firms and disciplines that a Submitter may seek, and the above listing should not be considered as exhaustive.
8. **Participation by Small Businesses is required for consideration of a Proposal and minimum 15% Small Business participation goal has been established for this RFQ. Of that 15% goal, one-third (5%) of the participation should be from Disadvantaged Business Enterprises (DBEs).** To ensure the Submitter gives an equal opportunity to Small Businesses to compete for portions of the work included in this RFQ, the Submitter shall conduct outreach efforts to solicit and secure participation by Small Businesses and fully and fairly consider utilizing Small Businesses to perform portion of the work. In addition, the Submitter shall submit, as part of its SOQ, a Small Business Commitment Form on which the Submitter identifies Small Businesses that will participate in any contract or agreement awarded pursuant to this RFQ.
9. On Submittal Form 4, Business Outreach Documentation Form, the Submitter shall identify each Small Business to whom the Submitter reached out for possible participation under this RFQ. In considering the efforts made by a Submitter to reach out to Small Businesses to participate on the Submitter's team, Sound Transit will, under Evaluation Criterion 5, evaluate the extent to which such firms are provided an equal, non-discriminatory opportunity to compete for business as joint venture partners and subconsultants.
10. On Submittal Form 3, Business Commitment Form, the Submitter shall identify each Small Business, including DBEs, to whom the Submitter has committed to participating in any contract or agreement awarded under this RFQ. In considering the commitments for participation by Small Businesses made by a Submitter, Sound Transit will, under Evaluation Criterion 5, evaluate the extent to which the roles and tasks to be assigned to Small Businesses are significant and meaningful in relationship to their capacity and expertise and the Submitter's approach for monitoring, mentoring and supporting the Small Businesses.

11. Sound Transit may establish contractual levels of participation by Small Businesses based on the commitments included by the Submitter on Submittal Form 3, Business Commitment Form.

D. Equal Employment Opportunity (EEO)

Sound Transit is interested in SOQs from firms that demonstrate a commitment to equal employment opportunity. Sound Transit encourages SOQs from firms that employ a workforce that reflects the region's diversity. Submitters are advised that they shall adhere to the following non-discrimination provisions:

"The Consultant will not discriminate against any employee, applicant for employment, or subconsultant because of race, religion, creed, sex, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, sexual orientation, age, nationality, or the presence of such disability."

1.5 PUBLIC DISCLOSURE

Pursuant to Chapter 42.56 RCW, SOQs submitted under this RFQ shall be considered public records and with limited exceptions will be available for inspection and copying by the public, provided that no part of an SOQ will be made available until the final contract under this solicitation is executed. Submitters shall specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The Submitter shall provide the legal basis for the exemption to Sound Transit upon request. If an SOQ does not clearly identify the "CONFIDENTIAL" portions, Sound Transit will not notify the Submitter that its SOQ will be made available for inspection. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Sound Transit will determine whether the material should be made available under the law. If Sound Transit determines that the material is not exempt and may be disclosed, Sound Transit will notify the Submitter of the request and allow the Submitter ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Submitter fails or neglects to take such action within said period, Sound Transit may release the portions of the SOQ deemed subject to disclosure. To the extent that Sound Transit withholds from disclosure all or any portion of Submitter's documents at Submitter's request, Submitter shall agree to fully indemnify, defend and hold harmless Sound Transit from all damages, penalties, attorneys' fees and costs Sound Transit incurs related to withholding information from public disclosure. By submitting an SOQ, the Submitter consents to the procedure outlined in this paragraph and shall have no claim against Sound Transit by reason of actions taken under this procedure.

1.6 SUBMITTAL

1. **One original (unbound) and twelve (12) copies (stapled or comb-bound only) and one (1) electronic PDF version** of the SOQ shall be submitted.
2. SOQs must be received by Sound Transit on or before the date and time specified in Section I, Paragraph 1.7, Schedule, at the following address:

**Attn: Raymund Fernandez
Senior Construction Contract Specialist
Sound Transit Procurement & Contracts Division
401 South Jackson Street
Seattle, Washington 98104-2826**

3. Sound Transit may reject late SOQs. Sound Transit also reserves the right to postpone the Submission Date and/or Time at its sole discretion.
4. **SOQs shall not include any explanation, reference, identification or description of prices and/or costs.** SOQs that contain any such explanation, reference, identity and/or description may deem the SOQs as non-responsive and disqualify the SOQs from further consideration.
5. SOQs shall be submitted in a sealed box or envelope that is labeled with the Submitter's name and identified as containing an SOQ responding to **"Sound Transit's Request for SOQs for CMC Services for North Link, RFQ No. RTA/AE 0175-11."** No oral, FAX, electronic (e.g. e-mail), telegraphic or telephonic SOQs or subsequent modifications to such SOQs will be considered except as specified herein. **Boxes or packages used to deliver SOQs to Sound Transit shall weigh no more than approximately 25 pounds per box or package.**
6. **Cost Proposals are not required at this time.** After evaluation, ranking of the SOQs, and interview (if necessary) is completed, Sound Transit staff will notify the Highest Rank firm, which will be given two (2) weeks after notification to submit its Cost Proposal. The Highest Ranked firm must submit one (1) original and two (2) copies and one (1) electronic PDF version of the Cost Proposal. The Cost Proposal shall be submitted in a sealed box or envelope that is labeled with the Submitter's name and identified as containing a Cost Proposal, as follows: **"COST PROPOSAL – Sound Transit's Request for Qualifications for CMC Services for North Link, RFQ No. RTA/AE 0175-11"**.
7. Sound Transit prefers the use of double-sided, recycled/recyclable paper. Elaborate, decorative, extraneous and non-recyclable materials are strongly discouraged.
8. Sound Transit is not responsible for any costs associated with preparing or submitting an SOQ. SOQs become the property of Sound Transit upon submission.

1.7 SCHEDULE

The selection process will proceed as outlined below. Sound Transit reserves the right to modify the schedule as circumstances may warrant.

Date	Selection Process
November 1, 2011	Public Announcement for Statements of Qualifications (SOQs)
November 14, 2011	Pre-Proposal Meeting 8:30 AM, Sound Transit's Ruth Fisher Board Room, 401 South Jackson Street, Seattle, Washington
November 15, 2011	Last day to submit Requests for Information (RFIs) and/or Questions
November 29, 2011	SOQs Due (on or before 2:00 p.m. local time)
Week of December 5, 2011	SOQs reviewed / finalists selected
Week of December 12, 2011	Interviews and ranking of firms, if necessary
April 2012	Approval of Award by Finance Committee/Board
May 2012	Execute Contract and Notice to Proceed

1.8 REQUESTS FOR INFORMATION

1. After complete review of the solicitation documents, if a Submitter has questions or needs clarification of the solicitation documents, the Submitter shall submit a written Request for Information (RFI), included in this solicitation as Exhibit D, or online through Sound Transit's contracting opportunities web site. Inquiries shall reference the appropriate section and paragraph number of the solicitation documents.
2. RFIs may be submitted by facsimile to Sound Transit, to the attention of Raymund Fernandez, Senior Construction Contracts Specialist, at (206) 689-3351 or through the "Ask Question" link for this Solicitation at www.soundtransit.ebidsystems.com. Questions must be received by Sound Transit no later than the date specified in Section I, Paragraph 1.7, Schedule.
3. Sound Transit will provide answers to RFIs only via Addenda or a formal written Clarification, which shall be provided to all registered holders of the solicitation document. Only questions answered by formal written addenda shall be binding. Oral interpretations and written clarifications shall be without legal effect.

1.9 ADDENDA

1. In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all firms who received or requested this RFQ document from Sound Transit. If addenda are issued, the time and date set for submittal of SOQs may be changed by Sound Transit to enable Submitters to take into account the addenda in preparing their SOQs. If any firm has reason to doubt whether Sound Transit is aware of the firm's interest, it is the responsibility of the firm to notify Sound Transit to be certain that addenda are received. Fax or mail such notice to Raymund Fernandez, Senior Construction Contracts Specialist, at (206) 689-3351, Sound Transit Procurement & Contracts Division, 401 South Jackson Street, Seattle, Washington 98104-2826.

2. If an addendum is issued amending this RFQ, all provisions that are not modified remain unchanged.
3. Submitters may acknowledge receipt of any addendum of this RFQ by signing and returning the form included in this solicitation as Submittal Form 1, Receipt of Addenda.

1.10 IDENTIFYING AND REMEDYING CONFLICTS OF INTEREST

1. Duty to Disclose Potential Conflicts of Interest
 - a. Sound Transit is required to provide full and open competition for its procurements. Sound Transit is also required to avoid conflicts of interest. Sound Transit may need to balance these two interests by restricting full and open competition to remedy an actual or potential personal or organizational conflict of interest. If a restriction is required, the restriction will be narrowly tailored, as much as reasonably possible, to remedy the conflict of interest. Sound Transit will award the contract to the apparent successful Submitter unless Sound Transit determines that an actual or potential conflict of interest exists that cannot be avoided or mitigated by a reasonable remedial restriction.
 - b. An organizational conflict of interest is a situation where there is (a) potential for bias or (b) an unfair competitive advantage. Determining whether the potential for bias or an unfair competitive advantage exists requires a case-by-case analysis. For example, all competitive advantages are not necessarily unfair. Whether or not a competitive advantage is unfair depends on the circumstances. An advantage that is fair under one set of circumstances may be unfair under another set of circumstances.
 - c. Prospective Submitters are required to include in their SOQs a statement disclosing potential conflicts and offering a remedy (Submittal Form 2, Certification Regarding Conflict of Interest). This disclosure shall apply to the Submitter, any affiliates, proposed subconsultants, and key personnel of any of these organizations. Sound Transit will evaluate the circumstances and determine whether a conflict exists and if so, determine whether the proposed remedy complies with FTA requirements and is reasonable. If the potential conflict cannot be remedied in a reasonable manner, Sound Transit may reject portions or all of the SOQ.
 - d. If a Submitter believes that there are no potential conflicts of interest, the Submitter shall submit in its SOQ a statement, on the form provided in this RFQ (Submittal No. 2, Certification of Conflict of Interest), certifying that to its best knowledge and belief no conflicts of interest exist. The Submitter must obtain the same information from potential subconsultants prior to award of a subcontract.
 - e. Failure to provide the relevant statements described above, or any additional information as may be required by Sound Transit to make its determinations may result in disqualification of the Submitter for award. If nondisclosure or misrepresentation is discovered after award, the resulting Contract may be terminated. If after award the Consultant discovers a conflict of interest an

immediate and full disclosure shall be made in writing to Sound Transit's Contract Specialist.

2. Identifying and Remediating the Potential for Bias

- a. The potential for bias exists where the Consultant's objectivity may be impaired in the performance of the Scope of Work, because of existing contracts. For example, the Scope of Work requires the Consultant to process progress payments, develop change orders and monitor the performance of Sound Transit contractors and consultants. It would be a classic conflict of interest for the Consultant to process its own progress payments, negotiate its own change orders and monitor its own performance because the Consultant may not be able to conduct these activities with objectivity. The Consultant could remedy this by employing an organizational structure and management system that avoided these conflicting activities.
- b. Conflicts might arise on future work. For example, if the Consultant writes specifications for performing construction management services for a particular line of business, the Consultant would not be eligible for contracts to perform those services. The Consultant could avoid this potential conflict by not participating in the source selection of work it wishes to compete for. The Scope of Work does not currently include participation in source selection activities, but the example illustrates how performance of an existing contract could create a conflict of interest on a future contract.

3. Identifying and Remediating the Unfair Competitive Advantage

- a. All competitive advantages are not by themselves unfair and, if because of the circumstances, an advantage is determined to be unfair, it may be possible to remedy it. For example, a firm that has done work for Sound Transit before whether the scopes of work were similar to this RFQ or not, has the competitive advantage of its experience working with Sound Transit business processes. It would be considered an unfair competitive advantage if the previous work experience gave the firm access to information that was not available to the public. A potential remedy would be for Sound Transit to make the information available to all potential Submitters.
- b. Conflicts might arise on future work. For example, if the Scope of Work requires the Consultant to develop cost estimates and budgets for future Sound Transit projects, for which engineering, construction management or construction services will be procured by competitive selection, the Consultants may be precluded from proposing or bidding in the future on work for which they developed cost estimates or budgets.

1.11 SOQ REVIEW PROCESS

- 1. Sound Transit will make such reviews and investigations, as it considers necessary and appropriate for evaluation of the SOQs. Sound Transit shall determine the most qualified firms who may be invited to participate in oral interview(s). If deemed necessary, Sound Transit may request firms to participate in multiple interviews. Sound Transit will select the Submitter that, in the opinion of Sound Transit, best meets the

requirements set forth in the RFQ and is in the best interest of Sound Transit. Approval and award of the contract will be made pursuant to policies established by the Sound Transit Board.

2. Sound Transit reserves the right to reject any and all SOQs. Sound Transit reserves the right to remove from further consideration any SOQ that, at Sound Transit's sole discretion, has substantial deficiencies in relation to any of the evaluation criteria or submittal.
3. Sound Transit has made every effort to include enough information within this RFQ for a firm to prepare a responsive SOQ. Respondents are encouraged to submit the most comprehensive information possible. Any exception to an item in the solicitation must be clearly set out and fully explained in the SOQ. Be specific regarding the reasons for the exceptions. **Any exceptions to the Terms and Conditions in the Draft Agreement (Section Two) shall reflect how Sound Transit would benefit by allowing the exception.**

1.12 NEGOTIATIONS / COST AND PRICING DATA

The selected firm and subconsultants, if any, shall submit actual hourly rates for each member of their team. These rates, once agreed to by Sound Transit, shall form the basis for a billing/payment provision. During discussions, Sound Transit reserves the right to request additional documentation supporting the proposed cost and pricing data. Such information shall include but not be limited to:

1. A certified statement from the selected firm and subconsultants, if any, about the firm's accounting system indicating the following:
 - a. An overview of the accounting system and its capability to track costs and provide financial information; and
 - b. Written procedures and policies concerning the accounting system, timekeeping, payroll, purchased services and materials, direct and indirect cost control, asset capitalization, depreciation, and pre-contract costs.
2. Proof of adequate financial resources that would be available to the selected firm and subconsultant firms, if any, for the execution and completion of the work hereunder. Such information may include:
 - a. For each of the past two (2) fiscal years, copies of balance sheets, profit and loss statements, statements of changes in financial position, including footnotes and auditor's opinions on financial statements, or annual reports to stockholders; or
 - b. Documentation of an open letter of credit or other arrangement with an established bank under which financing would be available for the execution and completion of the work called for hereunder.

1.13 CONTENTS OF SOQ / EVALUATION CRITERIA

Firms shall submit SOQs meeting the following content requirements. Sound Transit reserves the right to request additional information from Submitters.

A. General SOQ Format

The following information shall be presented in a clear, comprehensive, and concise manner and in the format prescribed below. In order for Sound Transit to adequately compare and evaluate qualifications objectively, all SOQs must be

submitted in accordance with the following format in terms of order and maximum printed pages to be included. The SOQ should be prepared simply and economically, providing straightforward and concise information. **All copies of SOQs should be stapled or comb-bound.** Elaborate, decorative, extraneous, plastic and non-recyclable materials are strongly discouraged. Double-sided printing is strongly encouraged.

Any exception to an item in the solicitation must be clearly set out and fully explained in the SOQ as to why the Submitter is taking exception. Be specific as to the reasons for the exception.

Cover Sheet	
Table of Contents	
Letter of Interest	The letter of interest may contain any other information not in the SOQ but should not exceed two (2) single-sided pages or one (1) double-sided page. The following information shall also be provided in the Letter of Interest: <ul style="list-style-type: none"> • State of Incorporation • Federal Tax ID Number
Body of SOQ	No longer than fifteen (15) double-sided 8½” x 11” sheets of paper; and 2 single-sided 11”x17” sheets (not including firm résumés, which should be attached as appendices).
Appendix – (These items will not be included as part of the page count for the Body of the SOQ.)	<ol style="list-style-type: none"> 1. Résumés are not to exceed one page for each proposed key individual of the team, including area of expertise, number of years of experience, related projects experience, related projects’ duration, and education and/or certifications held. 2. Required SOQ Forms shall be completed by the Submitter and included as part of the Appendix. 3. Exceptions to Sound Transit’s Terms and Conditions, if any, and explanation of how such exceptions would benefit Sound Transit may be included as part of the Appendix.
Joint Venture Agreement	Copies of agreement are to be provided, if proposing team is a Joint Venture.

B. Evaluation Criteria and SOQ Requirements

1. The criteria outlined below will be used in evaluating the SOQs and are listed in the order in which they should be addressed in the SOQ. Point values are assigned to each criterion to indicate their relative importance in the selection.
2. Submitters selected to participate in interviews are eligible to receive a maximum of two-hundred (200) additional points for each interview round in which they participate. Points obtained during the interview(s) shall be added to the Submitter’s overall evaluation score.
3. In responding to Evaluation Criteria 1 to 6 below, the Submitter should organize its SOQ so that the qualifications are clearly illustrated in each of the categories, using the Submittal Requirements listed below for each Evaluation Criterion.

No.	Criterion	Description	Maximum Points
1	Team Experience and History	Specific relevant experience and technical competence of the prime firm or JV and subconsulting firms as it relates to this project	150
2	Knowledge and Experience of Key Individuals	Specialized experience and technical competence of the firm's key individuals and their knowledge of and experience as it relates to their specific role on the project. Include a project organization chart.	300
3	Project Understanding	Identify and discuss the scope of work and specific challenges and opportunities the Submitter foresees for this project.	200
4	Project Work Plan	Outline the methodology and approach for the performance of the tasks identified in the Scope of Work	200
5	Outreach and Commitment to Small Businesses.	The efforts made by the Submitter to reach out to DBEs and Small Businesses to solicit and obtain their participation in performing portions of the work in the Agreement under this RFQ.	100
6	Equal Employment Opportunity (EEO) Commitment.	Submitter's past and present actions to comply with equal employment opportunity (EEO) laws and requirements.	50
TOTAL			1000

Evaluation Criterion 1	Team Experience And History	150 pts
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Present recent (within the past 10 years) experience and technical competence of the firms making up the team (including a joint venture, associate, or professional subconsultant), considering the type of services required and the complexity of the project. State the past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation and responsiveness. Include experience in tracking, reporting and monitoring contract compliance activities related to DBE and Small Business participation, EEO and apprentice utilization; and experience with contracts involving significant presence of the workforce supplied by labor unions. Recent experience of the firm and successful completion of projects of a similar type and complexity will be a material consideration.

Submittal Requirements

1. Brief résumé of the firm (or joint venture), including but not limited to: home and branch office information; date established; former name(s); type of ownership or legal structure; general description of services provided and type of clients served. Discuss the role of each major firm on the North Link Project team and the firm's qualifications for that role.
2. A representative list of relevant transit, tunnel, and station projects for which construction management services were performed by the firms making up the team during the past ten (10) years. Submittals should include but are not limited to:

- a. Project name and location
 - b. Responsibility of the firm (prime, subconsultant, joint venture, etc.)
 - c. Client (Owner) name, address, phone number.
 - d. Name, address, and phone number of firm's project manager.
 - e. Name, address, and phone number of Client's (Owner's) project manager or primary contact.
 - f. Brief description of the project (including description of the services provided by the firm; total cost of project; total fees billed by firm; completion date, etc.)
 - g. Participation of DBE or Small Business firms and the assignment of people of color, women and persons with disabilities on the project. If applicable, include DBE and Small Business goals and EEO goals and the extent that such goals were achieved.
3. Project organization chart of the team to show how the Submitter intends to structure the project effort. Identify the Project Manager and key personnel
 4. Qualifications of the QA Testing, QA Survey and Environmental Inspection and Testing Firms that meet the following criteria:

QA Testing Firm

- 10 years experience in materials / geotechnical / electrical / corrosion testing.
- Ability to provide WABO certified – City of Seattle approved “Special Inspectors” as may be required by permitting agencies.
- Provide inspectors with the appropriate certifications applicable to the discipline inspected.
- Proven ability to respond rapidly with qualified personnel to the site for on-call services.
- Geographical location in proximity to the site is desirable.

QA Surveying Firm

- 10 years experience in construction surveying on large urban underground projects, preferably rail.
- Licensed professional land surveyor.
- Proven ability to respond rapidly with qualified personnel to the site for on-call services.

Environmental Inspection and Testing Firm

- 10 years experience in environmental compliance and testing.
- Ability to provide WABO certified - City of Seattle approved “Special Inspectors” as may be required by permitting agencies.
- The inspector providing management of Task 14110 shall be certified as an Asbestos Supervisor as per WAC 296-65. The inspector

providing direct oversight for Task 13110 shall have current certification as an Asbestos Building Inspector in compliance with the training requirements of TSCA Title III and 40 CFR 763 (AHERA).

- The inspector providing direct oversight for Task 14112 shall be currently certified as a Certified Professional in Erosion and Sediment Control (CPESC) as provided by CPESC, Inc.: www.cpesc.org
- The inspector providing direct oversight for Task 14130 shall be currently certified as an Underground Storage Tank (UST) Site Assessor by the International Code Council.
- The inspector providing direct oversight for Task 14140 shall have current certification as a Professional Wetland Scientist (PWS) and be able to provide expertise in biology, landscaping, and stream restoration as required to oversee wetland/stream mitigation construction.
- Proven ability to respond rapidly with qualified personnel to the site for on-call services.
- Geographical location in proximity to the site is desirable.

Evaluation Criterion 2	Knowledge And Experience Of Key Individuals	300 pts
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Provide documentation of specialized relevant experience and technical competence of the key individuals (as listed below) and support staff who will provide the requested services, including but not limited to the positions described below.

Include a discussion on key personnel’s knowledge of and experience with problems, conditions, or circumstances applicable to specific challenges of this project and their specific roll on the project, including but not limited to:

- Technical expertise in relevant discipline, including ability to provide timely analysis and effective solutions to construction issues.
- Knowledge of applicable laws, ordinances, codes, regulations, safety codes, and permits, and the interpretations thereof needed to perform the project.
- Experience with applicable procedures for oversight, inspection and documentation of construction activities.
- Specific work examples of how the key personnel have solved specific construction management issues/problems related to their specific area of responsibility.
- Number of years working directly for the firm/subconsultant proposing.

Recent experience and expertise of these key individuals with projects of similar construction type, technology, and complexity will be a significant material consideration.

QUALIFICATIONS OF KEY PERSONNEL

The Construction Management Consultant staff shall have the following desirable qualifications:

Project Manager

- The Project Manager shall be a degreed professional with the appropriate registration or certification in: Engineering (Civil, Mechanical or Electrical) or Construction Management, and have experience on similar large transit projects with increased responsibility.
- Demonstrated ability to coordinate work on large projects within a large organization with multiple consultants, contractors, and third parties.
- Sufficient authority to commit the firm (or joint venture) and to be responsible for the performance of the team.
- Demonstrated ability to manage all business aspects of a large construction management contract extending over many years.

Underground Construction Specialist

- The Underground Construction Specialist shall be a degreed professional with the appropriate registration or certification in Engineering or Construction Management, and have a minimum of fifteen (15) years of direct recent experience on similar large underground projects with increased responsibility.
- Experience in civil engineering projects and construction management on large complex urban civil engineering projects. Soft ground tunneling (SEM and EPBM) and deep cut-and-cover stations construction experience is required..
- Specific expertise in state-of-the-art TBM technology and safety requirements
- Ability to identify high-risk situations and develop plans to deal with such risks.

Resident Engineers

- Each RE must be a degreed professional with the appropriate registration or certification in: Engineering, Construction Management, and /or Architecture.
- REs for the tunneling contracts must have 10 years construction management experience, with experience on the construction of soft ground tunneling (SEM and EPBM) and deep cut-and-cover excavations, including 5 years as a resident engineer or construction manager.
- REs for station finishes contracts must have 10 years of CM experience and a broad background that covers numerous disciplines and detailed coordination of many work elements. Experience in managing contracts performed under the GC/CM form of contracting is desirable.
- The RE for the aerial guideway / station work must have 10 years of experience in managing construction of bridge / guideway structures and / or aerial transit stations.
- For all RE positions the following qualifications are required:
 - Demonstrated ability to communicate effectively with inspectors, contractors, consultants, labor unions, the public, third parties, and government officials.
 - Demonstrated ability to resolve field problems expeditiously so as to minimize delays and claims.

- Demonstrated ability to expeditiously negotiate contract change orders.
- Ability to manage multiple contractors working simultaneously on a single project.
- Demonstrated ability to write professional / technical / contract letters and reports.
- Demonstrated ability to manage complex teams of construction management personnel.
- Ability to work cooperatively with architectural, engineering, and construction personnel.

Civil / Structural / Tunnel Lead Inspectors

- 8 -10 years civil engineering inspection, preferably on soft ground tunneling (SEM and EPBM) and cut-and-cover stations, including experience on cast-in-place reinforced concrete, support of excavation, utilities, and site work.
- In-depth experience with inspecting work specified in the construction contract documents.
- Strong report-writing, communication, and managerial skills.
- Demonstrated ability to work cooperatively with contractors and third parties, and to resolve field problems in a timely fashion.

Safety and Security Representative

The Construction Management Consultant (CMC) and Sound Transit shall work together to maintain adequate safety coverage by at least one competent safety person to monitor contractor work on each shift. The CMC shall have a lead competent person, preferably who is a Certified Safety Professional on the program's safety staff. For purposes of this contract, a competent safety person is an individual who has a 30-hour OSHA Construction Safety Certificate and has worked as a site-safety professional in underground tunneling for at least two years. In addition, all CMC safety representatives shall have:

- 8-10 years experience in construction safety programs, with experience in underground construction.
- In-depth knowledge of OSHA / WISHA regulations and their applications in the field, crane safety, and tunnel safety.
- Ability to work cooperatively with inspectors / contractors / ST personnel / government officials to resolve safety issues.
- Ability to train CMC staff in safety and security procedures.
- Ability to write reports and thoroughly document incidents, accidents, and events.
- Analyze and draft a summary and report risks and security needs assessments, with an understanding of the current local and national security needs and practices.

Contract Change Management Specialist

- 8 -10 years construction contract administration, preferably in underground construction.
- In-depth knowledge of construction contract law and specifications.
- Demonstrated ability to expeditiously estimate and negotiate change orders and claims and resolve construction contract issues
- Ability to write construction change orders, prepare change order documentation and maintain change order files
- Demonstrated ability to analyze claims and produce clear written and oral defenses for the owner.
- Strong communication skills and ability to work cooperatively with construction managers, resident engineers, inspectors, contractors, and lawyers.

Project Controls Manager

- 10 - 12 years CM experience, specifically in developing, maintaining, reporting and managing cost controls, estimating, scheduling and document controls and implementation of project controls systems on large programs involving multiple contracts
- Proficient in the use of Expedition software for construction document control, Oracle Primavera (P6) software for scheduling and Excel spreadsheets for tracking and forecasting costs, including management of change orders.
- Excellent communicator / coordinator with inspectors / contractors / engineers / agency personnel.
- Ability to establish procedures in accordance within adopted ST protocols, organize and manage project controls staff and oversee quality and timeliness of all project documentation
- Certification as PMP or CCE/CCC required. Degree in Engineering or Construction Management is highly desirable.

Schedulers

- 8 - 10 years of actual CPM scheduling experience on heavy civil and/or complex underground projects with expert knowledge and experience using Oracle Primavera (P6), version 6.0 or higher. Strong ability to analyze, report, monitor and track complex schedules and analyze delay claims.
- Demonstrated experience in cost loading, time impact, critical path, trending, and earned value.
- Strong writing skills and ability to produce concise, readable, accurate monthly schedule analysis narratives and graphics, which not only provide data but provide meaningful information for others to act upon.
- Strong interpersonal skills to work on complex team of owner, engineers, and contractors.
- Degree in Engineering or Construction Management is highly desirable; Certified as a PSP (Planning & Scheduling Professional) is highly desirable.

Estimators

- 8 - 10 years experience in estimating of construction costs on large, heavy civil projects, preferably including tunnels and underground structures.
- Proficient in the use of several estimating software tools for construction cost estimating (e.g. Means, HCCS, Timberline).
- Familiar with local market conditions for construction labor, materials, equipment and contractor markups.
- Ability to analyze costs, present data in a coherent and understandable manner and prepare reports.
- Demonstrated ability to work cooperatively with pre-cast supplier and to resolve field problems.
- Degree in Engineering or Construction Management is highly desirable; Certification as a CCE is highly desirable.

Document Control Representatives

- Demonstrated ability to achieve accurate work products while maintaining a service-oriented approach toward internal and external customers.
- Must be proficient in MS Office applications and SharePoint. Must also be proficient in database programs and Adobe Acrobat or other scanning applications.
- Ability to interface with a variety of people and have good interpersonal skills. Must be independently motivated and able to work without detailed direction.
- Careful attention to detail and accuracy, as well as strong organizational and administrative skills.
- Must be sensitive to time deadlines and ensure that work is accomplished in the time frames required.
- Good oral and written communication skills.

Diversity Program Coordinator

- 4 - 6 years experience administering DBE and Small Businesses, EEO / Apprenticeship and / or PLA or Labor programs on large construction projects
- Ability to work collaboratively with agency personnel, contractors, subcontractors and labor unions in resolving issues related to DBE and Small Businesses, PLA or Labor, EEO / Apprenticeship.
- Proven ability to work in a fast-paced team construction setting, and support the RE.

AVAILABILITY OF PERSONNEL FOR INTERVIEWS

The Submitter shall be prepared to make key personnel staff who are required for the administration of the project in the first three years available for oral presentations if selected as a finalist by Sound Transit.

Be advised that Sound Transit will check references. Sound Transit reserves the right to obtain and check on references not specifically provided by the Submitter.

Submittal Requirements

1. Discuss the Project Manager’s responsibility and authority to commit budget and resources, and to direct and accomplish the scope of work. Also, include the Project Manager’s experience in managing a team of diverse subconsultants and key staff on large complex projects.
2. Provide a brief résumé for each key person identified in the project organization. Each résumé shall be concise and feature experience that is directly relevant to the task that the individual will be assigned. If an individual is assigned to more than one position, the relevant experience shall be indicated for each task assigned.
3. Provide a commitment statement for each key person.
4. Provide a table listing the expected number of hours to be spent by key persons identified and assigned to the Project, their titles, and the associated percentage involved. Specify the involvement percentage in the following format:

Person	Firm	Title	Dates Committed	Hours	% Involvement
John Doe	ABC, Inc.	Civil Inspector		1000	4 months at 100%, 4 months at 50%

Appendix 2, North Link Construction Management Consultant Manpower spreadsheet, is provided as a guide of expected manpower.

5. If the proposer cannot commit Key Personnel for those assignments that cannot start within 3 years, discuss how the proposer will provide substitutes of equal or greater experience and quality satisfactory to Sound Transit.

NOTE: Replacements required during SOQ evaluation and selection of the top ranked firm, due to unforeseen circumstances, may be acceptable to Sound Transit. However, such acceptance will not imply that Sound Transit considers the replacement to be equally, less or more qualified than the person replaced. After selection, replacement of key personnel during negotiations is unacceptable unless the person has left the firm. Sound Transit reserves the right to disqualify a selected firm if the selected firm replaces key personnel either during the negotiations or thereafter without consent from Sound Transit.

Evaluation Criterion 3	Project Understanding	200 pts.
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Submittal Requirements

1. Provide a brief description of the key elements of the North Link Project and elaborate on some of the issues and challenges that may be encountered during construction of the project. Highlight any innovative ideas, approaches or methodologies that you believe will be beneficial in resolving these issues.

2. Comment on your understanding of the interfaces that will be required between the CMC team and other entities including Sound Transit, other agencies or jurisdictions, neighborhoods and community groups, labor unions and other potential stakeholders.
3. Describe the role of the CMC team in the process of completing civil construction, integrating the systems work, testing, startup, commissioning and bringing the North Link extension into revenue service.

Evaluation Criterion 4	Project Work Plan	200 pts.
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Submittal Requirements

1. The work plan shall provide a narrative description of the Submitter’s overall approach to implementing the work tasks included in the Scope of Work. The Plan shall include the procedures that will be implemented to ensure the quality of the work, compliance with plans and specifications, control of costs and schedules and thorough documentation of all construction activities. The Submitter may include descriptions of any substantive or procedural innovations used on similar projects that would be beneficial to the North Link Project.
2. The work plan shall include a staffing plan in a spreadsheet schedule format to carry out the required tasks. The work plan will become part of the contract between Sound Transit and the Construction Management Consultant (CMC). The schedule will show the estimated Full Time Equivalent of each position per month throughout the duration of the Contract. See Appendix 2, North Link Construction Management Consultant Manpower Schedule, for an example schedule.
3. An estimate of hours by firm and by task shall be included in the work plan. The estimate of hours shall include appropriate subtasks as described in the Scope of Work in order to facilitate timely negotiations. No pricing shall be included in this part. Key individuals and classifications of personnel may be listed under each firm for each task, but it is not mandatory.
4. The Submitter shall comment on the completeness of the scope and make recommendations on achieving efficiencies in construction management. Innovative concepts are encouraged.

The Submitter’s work plan shall reflect the Submitter’s interpretation of the project scope to meet the requirements and guidelines as stated in the Scope of Work.

Evaluation Criterion 5	Outreach and Commitment to Small Businesses	100 pts.
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Describe outreach efforts made by the Submitter to solicit Small Businesses (including DBEs) to participate in performing portions of the work and their commitments to utilize Small Businesses, as full-fledged team members, for performance of specific portions of the work provided in the Agreement under this RFQ.

Sound Transit strongly encourages and will favorably evaluate creative teaming arrangements that result in formal or informal partnerships of Small Businesses with firms of similar or complementary professional capabilities having specialized experience or expertise needed on the project.

Submittal Requirements

Submit the following forms and respond to the following questions:

1. Submittal Form 3, Business Commitment Form, identifying each Small Business (including DBEs) with whom the Submitter will enter into a contractual arrangement if awarded the Agreement under this RFQ.
2. Submittal Form 4, Business Outreach Documentation Form, identifying each DBE and Small Business to whom the Submitter reached out for possible participation under this RFQ and any subsequently awarded contract or agreement.
3. For each Small Business identified on Submittal Form 3, describe the specific and meaningful involvement of the Small Business on the Submitter's team, what the Small Business will contribute and what interactions are envisioned for the Small Business with the Submitter and Sound Transit that can reasonably be expected to result in establishing or enhancing an on-going business relationship. Include information about personnel from the Small Businesses who will participate in the Work.
4. Describe the Submitter's experience and approach in managing diverse teams on scopes of work or size and duration of contracts comparable to that under this RFQ. Include an explanation about assistance provided to Small Businesses with expertise but limited resources, resource sharing (e.g., office space, equipment, etc.), formal or informal mentoring, and other efforts undertaken to enhance the performance of the members and the Submitter's team.
5. Describe the Submitter's approach in monitoring, mentoring and supporting Small Businesses if awarded the Agreement under this RFQ. Specifically, for each Small Business to whom the Submitter has made a commitment on Submittal Form 3, describe what assistance (if any) and resources will be made available to the Small Business.
6. Provide the name of the individual on the Submitter's team who will be responsible for overseeing efforts to assist Small Businesses to successfully perform as members of the Submitter's team.
7. If the Submitter does not include participation by Small Businesses, including DBEs, discuss the factors and considerations that made participation by Small Businesses impractical, infeasible or otherwise unattainable.
8. Provide a statement regarding all exclusive relationships with proposed consultants, regardless of Small Business status. Discuss any required exclusive arrangements for firms to participate on the Submitter's team.

Evaluation Criterion 6	Equal Employment Opportunity (EEO) Commitment	50 pts.
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Sound Transit is interested in SOQs from Submitters that demonstrate past and current commitment to equal employment opportunity (EEO). Sound Transit encourages SOQs from Submitters that seek to employ a workforce that draws from all of the Puget Sound region's highly-qualified and diverse citizens.

Submitters shall submit a workforce employee profile for each firm comprising the team.

Submittal Requirements

Indicate the extent to which minority, women, or persons with disabilities will be involved on the SOQ team and the employment of such persons on the staff of team firm(s). Discuss all of the following in the order listed below:

1. Discuss the Submitter's efforts to ensure that it provides equal employment opportunities to all persons without regard to race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person on the firms' workforces and the involvement of such persons on comparable projects. Include an explanation of internship and training opportunities as appropriate.
2. Discuss the Submitter's overall approach to EEO. Describe the Submitter's experience and approach in employing diverse teams on projects with scopes of work or size and duration comparable to that under this RFQ. Include the name of the individual who will be responsible for overseeing the Submitter's adherence to EEO laws and policies, and who will ensure that employment actions regarding staffing and managing the work will be carried out in a nondiscriminatory manner.
3. The Submitter shall complete Submittal Form 5, Equal Employment Opportunity (EEO) Report Form, for each firm listed on Submitter's team and include the completed forms with its SOQ.

NOTE: The information provided under this criterion is to evaluate the Submitter's efforts and intent to provide equal employment opportunity to all persons as required by state and federal equal employment opportunity laws. The race, color, gender or disability status of the firms and proposed teams will not be evaluated or scored. Submitters are advised that they are prohibited from excluding, adding or removing anyone from their firm or team on the basis of race, color, sex, national origin, or other factors prohibited by law.

END OF EVALUATION CRITERIA

C. Joint Venture Agreement

If submitting as a Joint Venture, Sound Transit requires Submitters to submit a copy of its Joint Venture Agreement as part of its SOQ.

1.14. COST PROPOSAL

The selected firm will be required to submit a Cost Proposal. The proposed costs shall be segregated by cost element for each proposed task. The cost elements shall include: labor hours, hourly direct labor rates identified by function or discipline, overhead rate, other direct costs (if applicable) and professional fee / profit. Provide the same level of detail and support for subconsultants, if any. A recommended cost proposal format is provided in Exhibit A of this RFQ.

Sound Transit shall have access to and reserves the right to audit any directly pertinent financial documents and records reflecting direct and indirect cost data used in the Cost Proposal.

Sound Transit is required to perform a cost/price analysis of the cost proposal prior to the start of contract price negotiations. Provide the information described in the cost elements below with the Cost Proposal in order to help accelerate this process.

A. Labor Hours

Provide labor hours by task and by labor category for each company. Provide rationale for labor hour estimates (not applicable for on-call contracts).

B. Direct Labor Rates

Identify the proposed direct labor rates by individual and by labor category (i.e., by function, discipline or skill level) in accordance with Submitter's accounting system. Provide payroll register information in support of the proposed direct labor rates, when or if requested.

C. Overhead Rates

Provide a copy of the most recent independent audit that has been performed within the past two (2) years. If an independent audit is available, then the items below will not be required. If an independent audit report is not available then provide the following:

1. Provide an overhead schedule showing a detailed listing of overhead expenses incurred for the most recent year as well as total direct labor costs. This overhead schedule should be based on actual expenses incurred during the previous year.
2. Unallowable costs must not be included in the proposed overhead rate. Include a certified statement that the proposal does not include any unallowable costs per 48 CFR Chapter 1 Part 31. Refer to Federal Acquisition Regulations Part 31 for more information; Part 31.205 gives specific instructions on which costs are allowable and which are unallowable.
3. Provide a chart of accounts, describing what is included in each overhead account line item
4. If co-location with Sound Transit is anticipated, then provide a reduced "field office" type rate since office space, etc., would be provided by Sound Transit. The Cost Proposal submitted by the top ranked firm shall use a "field office" overhead rate for all personnel on this contract.

D. Other Direct Costs (ODCs)

If proposing direct costs other than labor, then provide a description and rationale for the estimate. Any proposed ODCs must be task or job specific costs that are normally charged directly to a contract and have not been included in the overhead rate. ODCs, if approved, will be reimbursed at cost only, with no markup added.

E. Professional Fee / Profit

Identify the proposed professional fee / profit rate, expressed as a percentage of direct labor and overhead costs.

1.15 CONTRACT AWARD

A. Contract Terms and Conditions

1. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. To assist in the negotiations, a draft Sound Transit Agreement is included here as Section Two, Draft Agreement. Any exceptions to the

Terms and Conditions in the Draft Agreement shall be clearly set out in the Submitter's SOQ and shall fully explain how Sound Transit would benefit by the exception.

2. Upon successful contract negotiations, Sound Transit staff will present the required documentation to the appropriate Sound Transit authority for approval and award of the contract.

B. Debriefings

Submitters may request a debriefing no later than three (3) business days after being notified of the selection of the top ranked firm. Debriefings shall be limited to the debriefed Submitter's overall ranking, the strengths and weaknesses of its SOQ and answers to questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Submitter's SOQ with the other SOQs.

C. Protest Procedure

Interested parties have a right to seek resolution of any concerns, issues, or perceived wrongs associated with this procurement. Upon receipt of a written protest, issues of concern will be researched and a written determination to the protesting party will be issued by Sound Transit's Director, Procurement & Contracts Division.

Sound Transit's protest procedure is available at: <http://www.soundtransit.org/Documents/pdf/working/contracts/ProtestAndAppealRequirements.pdf>. Before submitting a protest, the Proposer shall ensure it has the most current copy of Sound Transit's written Protest Procedure by contacting Raymund Fernandez, Senior Construction Contracts Specialist, Phone: (206) 398-5093.

1.16 NOTIFICATION

In the event it becomes necessary to revise any part of the RFQ, addenda will be provided to all firms who request the RFQ from Sound Transit. If any firm has reason to doubt whether Sound Transit is aware of the firm's interest, it is the responsibility of the firm to notify Sound Transit to be sure that addenda are received. Call or mail such notice to Raymund Fernandez, Senior Construction Contracts Specialist, at (206) 398-5093, Sound Transit, 401 S Jackson Street, Seattle, Washington, 98104-2826.

Sound Transit shall provide notification of the following actions to all firms being considered at the time the action is taken:

1. Selection of finalists for interviews, if applicable.
2. Notice of Selected Firm.

Firms should not assume any action has been taken unless they receive specific notification from Sound Transit. Sound Transit will attempt to notify all firms of any changes to the schedule herein.

1.17 NOTICES: FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

A. Applicability of Federal Grant Contract

1. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1E as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%).

The Submitter is required to comply with all terms and conditions prescribed for third party contracts in this solicitation.

2. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this solicitation. To assure compliance with changing federal requirements, Contract Award indicates that the Submitter agrees to accept all changed requirements that apply to this Agreement.

3. Incorporation of Federal Transit Administration (FTA) Terms

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E as amended and the Master Grant agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The Submitter shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.

- B. Federal Funding Limitation

The Submitter understands that funds to pay for the Submitter's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). Sound Transit's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend Submitter's services without penalty. Sound Transit will notify the Submitter promptly in writing of the non-allocation, delay or disapproval of funding.

- C. FTA Requirements

The Submitter shall also comply with the FTA requirements included in Section Two, Draft Agreement.

END OF RFQ

SECTION TWO DRAFT AGREEMENT



Agreement for Architecture and
Engineering Services
Between
The Central Puget Sound Regional
Transit Authority
And
{Insert Company Name}
FOR
{Insert Procurement Title }

DRAFT

DRAFT Contract No. RTA/{Insert Procurement#}

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AGREEMENT FOR ARCHITECTURE AND ENGINEERING SERVICES

FOR

{Insert Procurement Title}

CONTRACT NO. RTA/{Insert Procurement#}

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Central Puget Sound Regional Transit Authority, with a place of business at 401 S Jackson Street, Seattle, Washington 98104-2826 (hereinafter referred to as "Sound Transit") and {insert Company Name} a {state of license} {corporation/partnership/etc.} with a place of business at _____ (hereinafter referred to as the "Consultant").

THIS AGREEMENT is funded in part under a financial assistance agreement between Sound Transit and the U.S. Department of Transportation, Federal Transit Administration ("FTA"). This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement, including, but not necessarily limited to, the provisions made a part of, this Agreement.

WITNESSETH:

WHEREAS, Sound Transit desires to retain the Consultant to perform Construction Management Consultant (CMC) Services for the NORTH LINK Light Rail Project. The entity selected for this CMC contract shall support the Sound Transit NORTH LINK Principal Construction Manager. CMC functions include, but are not limited to: Project Management, Resident Engineering, Office Engineering, Technical Support and Inspection, Construction Estimating, Contract Change Management, Scheduling, Construction Safety and Security, Document Control, QA/QC Activities, and tracking of labor work force and Diversity/Small Business/Project Labor Agreement. (hereinafter called the "Project"); and

WHEREAS, the Consultant represents it has available and offers to provide expert personnel and facilities necessary to accomplish such services required for the Project within the required time and that there are no conflicts of interest prohibited by law in entering into this Agreement with Sound Transit;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained or incorporated herein, Sound Transit and the Consultant agree as follows:

SECTION 1 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

- A. The "Chief Executive Officer" appointed by Sound Transit Board, is charged with leading the Sound Move program on behalf of Sound Transit and will be the executor of this Agreement for Sound Transit.
- B. The "Executive Director of Capital Projects" is designated by the Chief Executive Officer and is responsible for the overall administration of this Agreement for Sound Transit.
- C. The "Project Manager" is designated by the Executive Director of Capital Projects and is responsible for the day-to-day administration of this Agreement for Sound Transit.
- D. The "Contract Specialist" is the person designated by Sound Transit's Procurement & Contracts Division who is the Contract Specialist for the purposes of execution of the Agreement and the Work Scope performance.
- E. The "Consultant" shall mean the entity with which this Agreement is entered into. The Consultant shall designate an authorized representative who is empowered to execute documents, receive notice and otherwise act on behalf of and as an agent of the Consultant.

- F. "Subconsultant" shall mean a person or firm not employed by the Consultant, who performs all or part of those services under this Agreement on behalf of the Consultant regardless of tier.
- G. The "Central Puget Sound Regional Transit Authority" or "Sound Transit" is the public transit authority organized under the laws of the state of Washington charged with developing light rail, commuter rail and other public transit facilities in the Puget Sound Region.
- H. The "Federal Transit Administration" or "FTA" is the federal agency which is providing partial funding for Sound Transit's work.
- I. The "Contract Documents" means the writings embodying the legally binding obligations between Sound Transit and the Consultant for completion of the Project. The Contract Documents that comprise this Agreement consist of the following documents and are incorporated herein in the following order of precedence:
1. Change Orders and Amendments
 2. This Agreement, dated _____, including the following Exhibits:
 - a. Exhibit A, Work Plan, dated _____
 - b. Exhibit B, Summary of Fees, dated _____
 - c. Exhibit C, Budget Baseline, dated _____
 - d. Exhibit D, Project Control Baseline, dated _____
 - e. Exhibit E, Schedule Baseline, dated _____
 - f. Exhibit F, , Key Personnel, dated _____
 - g. Exhibit G, List of Subconsultants, dated _____
 - h. Exhibit H, Organizational Chart, dated _____
 - i. Exhibit I, Overhead Rates Table, dated _____
 - j. Exhibit J, Certification Regarding Lobbying by Consultant, dated _____
 - k. Exhibit K, Certification Regarding Debarment, Suspension, and other Responsibility Matters, dated _____
 - l. Exhibit L, Small Business Commitment Form, dated _____
 3. The Consultant's Statement of Qualifications and/or Proposal, as amended
 4. The Solicitation Document(s), as amended
- J. The "Scope of Work" describes the Consultant's obligations for performance of work under this Agreement and is embodied in the following:
1. Work Plan, Exhibit A_
 2. Budget Baseline, Exhibit C
 3. Project Control Baseline, Exhibit D
 4. Schedule Baseline, Exhibit E
- K. The "Work Plan", Exhibit A, identifies specific tasks to be performed by the Consultant.
- L. The "Budget Baseline", Exhibit C, identifies fiscal data, related to the tasks identified in the Work Plan.
- M. The "Project Control Baseline", Exhibit D identifies tracking and monitoring data for each task identified in the Work Plan, including but not limited to the following:

1. Identification of task.
 2. Identification of task by Work Breakdown Structure ("WBS") index.
 3. Identification of firms that will perform specific tasks.
 4. Budget hours allocated to the task.
 5. Drawings or other deliverables to be produced.
- N. The "Schedule Baseline", Exhibit E identifies schedule information, for the tasks identified in the Work Plan.
- O. "Reference Documents" are documents regarding Sound Transit procedures, policies, financial documents, resolutions, correspondence, memoranda relating to Sound Transit business or the Project, including studies and reports prepared specifically for the Project by Sound Transit or Sound Transit's Consultants.
- P. "Affirmative Efforts" means making vigorous attempts in good faith to comply with the non-discrimination policies and requirements set forth in this Agreement, including, but not limited to, providing equal employment opportunities and reaching out to and contracting with Disadvantaged Business Enterprises (DBEs) and other Small Businesses.
- Q. "Change Order" or "Amendment" is a written order issued by Sound Transit making changes in the Scope of Work and/or Additional Work.
- R. "Disadvantaged Business Enterprise" or "DBE" is a business that has been certified as eligible to participate as a DBE by the Washington State Office of Minority and Women Business Enterprise (OMWBE).
- S. "Small Business" is a business that (1) is organized for profit; (2) has a place of business in the United States; (3) makes a significant contribution to the U.S. economy by paying taxes or using American products, materials or labor; and (4) for its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121.

SECTION 2 ADMINISTRATION AND SUPERVISION

- A. The work and services under this Agreement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1, as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). This Agreement is subject to certain federal laws, regulations, and other requirements in effect on the date of execution of this Agreement. Sound Transit and the Consultant agree that such federal laws, regulations, and other requirements supersede any conflicting provisions of this Agreement.
- B. The Consultant represents that it has, or will obtain, all personnel necessary to perform the services required under this Agreement and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform such services. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by Sound Transit; provided, that Sound Transit's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform in a satisfactory and competent manner. The Consultant will remove from the Project any of its subconsultants or personnel assigned to the Project if, after the matter has been thoroughly considered by Sound Transit and the Consultant, Sound Transit considers such removal necessary and in the best interests of the Project and so advises the Consultant in writing.

- C. The Project must be coordinated and integrated with other Sound Transit activities. Management and general supervision for the Project shall be the responsibility of Sound Transit's Executive Director of Department of Engineering and Construction Management, hereinafter called the "Director." Management on a daily basis of the progress of work on Project tasks shall be performed by an employee of Sound Transit hereinafter called the "Project Manager". The Project Manager, in conjunction with the Contract Specialist, shall be responsible for issuing notices, authorizations, changes and modifications to or for this Agreement and the work performed under it. The Director shall be responsible for determining when all work has been satisfactorily performed by the Consultant and for ensuring that the Consultant complies with all provisions of this Agreement, including disadvantaged business enterprise and equal employment opportunity commitments.
- D. Sound Transit and the Consultant have designated certain personnel as "Key Personnel" and such personnel are identified Exhibit F, Key Personnel. The Consultant shall ensure the Key Personnel perform under this Agreement as described in Exhibit H, Organizational Chart. The Consultant shall not remove or change assignments of the Key Personnel without the prior written consent of Sound Transit. The Consultant shall not reduce or otherwise revise the level of effort described for the Key Personnel without the prior written consent of Sound Transit. The Consultant acknowledges that having the Key Personnel participate under this Agreement was a major contributing factor in Sound Transit awarding this Agreement to the Consultant. Accordingly, any change in Key Personnel or the level of effort of Key Personnel without the prior written consent of Sound Transit may be considered a material breach of this Agreement and grounds for Sound Transit to impose sanctions, including termination of this Agreement.

SECTION 3 TERM

Sound Transit hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project, commencing on _____. The term of the Agreement shall be through completion of project services.

SECTION 4 SCOPE OF WORK

- A. The Scope of Work is defined by Exhibit A, Work Plan and the initial project control report shall be the Project Control Baseline.
- B. Concurrently, with the development of the Project Control Baseline, a budget and schedule will be developed, using formats approved by Sound Transit. The initial budget will be the Budget Baseline and the initial schedule will be the Schedule Baseline. The Budget Baseline and Schedule Baseline shall be updated via change orders pursuant to Section 5, Changes in the Project and Additional Work. Updated project control reports and schedule reports must be submitted with each invoice for payment.
- C. The Consultant shall be responsible for the quality, technical accuracy and the coordination of all services furnished under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the services furnished. The Consultant shall provide the services as described in this Section in a professional, complete and competent manner.
- D. Sound Transit shall make available to the Consultant, without cost, copies of reference documents related to the Project that are readily available and on file at Sound Transit. Except as specifically provided herein or in the Work Plan, these documents are available solely as additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor constitute any representation or warranty by Sound Transit.

SECTION 5 CHANGES IN THE PROJECT AND ADDITIONAL WORK

- A. Sound Transit may, at any time, by written order direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project, or make other changes within the general scope of the services or work to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable cost and/or completion time adjustment shall be made and this Agreement shall be modified in writing accordingly. **The Consultant must assert any claim for adjustment under this Section in writing within 30 calendar days from the date of receipt by the Consultant of the notification of change. The Consultant shall not perform any work or make any revisions to the Project Services or Scope of Work until Sound Transit has approved the work in writing and has agreed to the price to be paid for such work in writing.**
- B. Sound Transit may, at any time, request that the Consultant perform additional work beyond the scope of the Project work, hereinafter referred to as "Additional Work." Compensation for each such request for Additional Work will be negotiated by Sound Transit and the Consultant consistent with the compensation provisions set forth herein and, if so authorized, shall be considered part of the Project work. The Consultant shall not perform any Additional Work until so authorized by Sound Transit in writing.
- C. No services for which additional compensation will be charged under this Section or any other Section of this Agreement by the Consultant shall be furnished without the prior written authorization of Sound Transit, as to the changes to be made and the price to be charged per said change.
- D. All changes in the Project work and all Additional Work shall be negotiated and implemented taking into account the provisions for participation by Disadvantaged Business Enterprises (DBEs) and Small Businesses set forth in Section 15, Equal Employment Opportunity, and Section 16, Disadvantaged Business Enterprise (DBE) Program, of this Agreement. No changes shall be approved by Sound Transit until it is satisfied that the Consultant has made affirmative efforts to reach out to and contract with DBEs and Small Businesses.

SECTION 6 RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, specifications, cost estimates, reports, and other services prepared or performed by the Consultant and its subconsultants under this Agreement.
- B. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such plans, designs, drawings, specifications, reports, and other services; and, in the event of any deficiencies in such plans, designs drawings, specifications, reports, or other services resulting from the Consultant's professional negligence or from the professional negligence of the Consultant's subconsultants, whether or not said deficiencies have been brought to the attention of Sound Transit, the Consultant shall indemnify and reimburse Sound Transit for the cost of the corrective remedial work (including, without limitation, design, demolition, and construction) necessary to correct any such deficiencies and the consequences of such deficiencies caused by the Consultant's or subconsultants' professional negligence. Notwithstanding anything to the contrary stated herein, Consultant's liability as set forth in this Section shall be subject to the limitations set forth in Section 19, Liability and Indemnification, Paragraph F.
- C. The Consultant shall perform its work to conform to generally accepted professional standards applicable to the types of services and work provided hereunder. The remedies

herein are nonexclusive, cumulative and in addition to any other remedy available to Sound Transit under this Agreement or otherwise provided by law or in equity.

- D. Sound Transit's approval of plans, drawings, designs, specifications, reports and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither Sound Transit's review, approval, acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement.

SECTION 7 JOINT AND SEVERAL RESPONSIBILITY OF THE JOINT VENTURE PARTNERS

- A. The Consultant agrees that, as between the joint venture partners, any grants, covenants, power, privileges, and liabilities under this Agreement shall be construed and held to be several as well as joint. Any notice, order, direction, request or any communication required to be or that may be given by Sound Transit to the Consultant as set forth in Section 29, Notice, of this Agreement shall be deemed to have been well and sufficiently given to and shall bind the Consultant, its individual joint venture members, and all persons acting on behalf of the Consultant. Any notice, request or other communications given by the Consultant to Sound Transit as indicated in Section 29, Notice, of this Agreement shall be deemed to have been given by and shall bind the Consultant, its individual joint venture members, and all persons acting on behalf of the Consultant.
- B. In the event of a dissolution of the joint venture, Sound Transit shall have the unqualified right to select which joint venture member, if any, shall continue the work under this Agreement and such selected member shall assume all liabilities, obligations, rights, and benefits of the Consultant under this Agreement. Such dissolution of the joint venture shall not be effected without prior consultation with Sound Transit. In the event of failure or inability of anyone of the joint venture members to continue performance under this Agreement, the other joint venture members shall perform all services and work and assume all liabilities, obligations, rights and benefits of the Consultant under this Agreement. Such determination of failure or inability to continue performance shall not be effected without prior consultation with Sound Transit. Nothing in this Section shall be construed or interpreted to limit Sound Transit's rights under this Agreement or bylaw to determine whether the Consultant or any one of the joint venture members has performed within the terms of this Agreement.

SECTION 8 CONSULTANT ACQUISITION AND/OR MERGER

If the Consultant executing this Agreement ceases to exist as an independent business entity by means of acquisition by and/or merger with a successor or otherwise, the Consultant shall notify Sound Transit in writing not less than 30 calendar days prior to the effective date of the circumstance causing the cessation of the independent business status. Sound Transit reserves the right to take steps to ensure it has contractual privity with the successor. The Consultant shall cooperate with this effort by agreeing to an assignment, a novation, or other document required to transfer the rights and responsibilities of the Consultant to the successor. The successor will be required to be bound to the same degree that the Consultant was bound to the obligations of this Agreement.

SECTION 9 PROJECT DESIGN

- A. In the performance of this Agreement, the Consultant shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment that are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes.

- B. The Consultant shall not, in the performance of the work under this Agreement, produce a design or specification that would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Consultant knows to be available only from a sole source, unless the Consultant has adequately justified the use of a sole source in writing and receives written approval from Sound Transit.
- C. The Consultant shall not, in the performance of the work under this Agreement, produce a design or specification that would be restrictive or written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment. When one or more brand names or trade names of comparable quality or utility are listed, they must be followed by the words "or approved equal." With regard to materials, if a single material is specified, the Consultant must substantiate in writing the basis for the selection of the material.

SECTION 10 COMMENCEMENT AND COMPLETION OF PROJECT WORK

- A. After execution of this Agreement by Sound Transit and the Consultant, Sound Transit will issue a written Notice to Proceed on the Project or specific tasks thereof. Such notices to proceed will be provided for specific tasks identified as necessary to produce specified work products and shall set forth the date of commencement of the work, a description of the work to be performed, the schedule for the work authorized, and the budgets for such tasks.
- B. Time is of the essence in the performance by the Consultant under this Agreement. The Consultant shall complete its work and services within the Project schedule, including the established milestones and task and Project completion dates, set forth in the Scope of Work. The completion dates for tasks may be modified only upon written agreement of the parties hereto. The completion dates for tasks and the completion date of the entire Project shall not be extended because of any unwarranted delays attributable to the Consultant, but will be extended by Sound Transit in the event of a delay caused by Additional Work requested by Sound Transit or because of unavoidable delay caused by any governmental action or other conditions beyond the control of the Consultant that could not be reasonably anticipated.
- C. During performance under this Agreement, the Consultant shall manage the Agreement such that its and its subconsultant's services are provided and performed in a cost-effective and efficient manner. Task budgets are established in the Scope of Work. The Consultant shall complete its work and services within said task budgets. Task budgets may be modified only upon authorization of Sound Transit's Project Manager. Task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant, but will be increased by Sound Transit in the event of Additional Work within or affecting a task, because of unavoidable delay by any governmental action, or other conditions beyond the control of the Consultant that could not be reasonably anticipated.

SECTION 11 REPORTING REQUIREMENTS

- A. No later than the **fifth day** of the month, the Consultant shall submit an invoice for payment, which shall include an Affidavit of Amounts Invoiced and Paid to each subconsultant, including the percentage of amounts paid to DBEs and Small Businesses, and Project Control Reports as specified in Exhibit A, Work Plan.
- B. All other reports shall be provided as specified in Exhibit A, Work Plan.

SECTION 12 COMPENSATION

- A. Subject to the provisions set forth in this Agreement, the Consultant will be paid on a monthly basis by Sound Transit for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals, but in no case shall such payment exceed the earned value (i.e., percentage of work completed) as determined by Sound Transit. The amount to be paid to the Consultant shall be computed as hereinafter set forth; provided, that such payment shall not exceed a maximum amount of _____ **DOLLARS** (\$ _____) (hereinafter called the "Total Price"), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided in this Agreement. In the event the Consultant incurs costs in excess of the Total Price, adjusted as provided herein, the Consultant shall pay such excess from its own funds and Sound Transit shall not be required to pay any part of such excess and the Consultant shall have no claim against Sound Transit on account thereof.
- B. Compensation for work and services shall be on a cost plus fixed fee basis but not to exceed the Total Price. Compensation shall be the sum of direct labor costs, indirect costs, other direct costs, and a fixed professional fee, as described below. Costs to be paid are identified on the "Summary of Fees" form, which is attached hereto as Exhibit D and incorporated herein by this reference, and comprise the following:
1. Direct Labor Costs. Direct labor costs shall be the total number of hours worked on the Project by each employee multiplied by the regular time rate for such employee's labor category. Individual Contract Labor Rate increases shall be allowed once annually, on the anniversary date of the Agreement; provided, however, that an individual's Contract Labor Rate may not be increased by a factor more than the proportionate annual increase in the latest twelve (12) month average of the Producer Price Index PCU 5413 Current Series for Architectural, Engineering and Related Services, as published by the Bureau of Labor Statistics, unless a higher individual pay rate is approved by Sound Transit by a Change Order. The Consultant shall submit a request to Sound Transit at least 30 business days in advance of the effective date of labor rates for employees or principals; provided further, that any such adjustment shall not increase the Total Price. The Consultant's and subconsultants' anniversary date for all employee labor rate adjustments shall be 12 months following the effective date of this Agreement, subject to the requirements outlined above. All rate adjustments for the Consultant and subconsultants must be submitted in one request. No premium rates of pay or overtime in excess of 40 hours per week shall be paid by Sound Transit on the work and services performed by the Consultant without prior written approval of Sound Transit Project Manager.
 2. Indirect Costs. Indirect costs shall be the product of all direct labor costs multiplied by an overhead rate. The parties agree that overhead rates as negotiated in Exhibit I shall be used during the term of this Agreement. Said overhead rate may be adjusted once annually during the term of the Agreement beginning 12 months from the effective date of this Agreement. The Consultant shall submit accounting data justifying such adjustments as outlined in Section 30, Audit and Access to Records, based on historical costs over the preceding fiscal year. Proposed rates shall be subject to a Sound Transit audit of submitted data. Any adjustment to the overhead rate shall be effective on work performed subsequent to the request for such adjustment and shall not result in an increase in the Total Price.

3. **Other Direct Costs:** Other direct costs shall be the sum of the costs identified in this subparagraph 3. The Consultant shall submit accounting data identifying all direct costs for which payment is requested. The Consultant shall not request and Sound Transit shall not pay any markup on actual direct costs.

- a. **Travel costs** including transportation, lodging, subsistence and incidental expenses incurred by employees of the Consultant and each of its subconsultants while in travel status (a trip originating 50 miles beyond Sound Transit boundaries) in connection with Project work. All expenses must be approved in advance by Sound Transit and supported by itemized receipts, logs, expense reports, etc. Employees identified by the Consultant and **approved as commuters by Sound Transit** are authorized for reimbursement of actual expenses described below in the Travel Status subsection for up to 15 calendar days, then will be reimbursed for expenses as identified in the Commuter Status subsection below. Allowable and unallowable expenses are as follows:

Local Travel:

- (1) Travel for local firms on Sound Transit business including mileage, parking and meals is not considered a reimbursable cost unless expressly authorized in writing by Sound Transit. Authorization must be received in advance of said travel.
- (2) Sound Transit does not reimburse for travel, parking, etc, to or from Sound Transit's main office or Sound Transit's satellite office for any work related to this agreement. This includes full time and part time employees.

Travel Status (50 Mile Rule): An employee of the Consultant, subconsultant, or any other key individual who has been designated as an approved commuter, is entitled to reimbursement of lodging expenses when the temporary duty station is located more than 50 miles (most direct route) of the closer of either the traveler's official residence or official station.

- (1) Local travel shall be by bus, taxi, or compact rental car.
- (2) A maximum approved IRS per-mile rate will be paid for the operation, maintenance, and depreciation costs of the company or individually owned vehicles for that portion of time they are used for Project work.
- (3) Reimbursement for meals and lodging shall not exceed the per diem rates for Washington State as established by the General Services Administration, Transportation Management Policy Division of the Federal Government (<http://www.gsa.gov/travel.htm>). Meals reimbursed at per diem rates do not require receipts.
- (4) Air travel shall be by coach class at the lowest price available.

Commuter Status: An employee of the Consultant, subconsultant, or any other key individual who has not relocated to the Seattle Metropolitan area and is working full time on a Sound Transit project. Authorization to Commuter Status requires written approval by Sound Transit. Reimbursement of commuter costs is as follows:

- (1) A monthly allowance of \$2,000 per month shall be reimbursed to approved commuters subsequent to the month earned. The allowance shall constitute reimbursement of all costs including, but

not limited to: rent, deposits, furniture rental, utilities, hotel parking, rental car, meals, mileage, taxi, airfare, gasoline, etc. A monthly expense report is required for reimbursement, but an itemized list and receipts are not required.

- (2) The Commuter Status expenses shall not exceed \$20,000 for the position over the life of the contract and subsequent contract extensions, even if the individual(s) in the position(s) change. Once the limit of \$20,000 has been expended for the position over the life of the contract, Commuter Status may not be converted to Relocation Status.
- (3) The first and last month's commuter allowance shall be prorated.

Relocation Status: An employee of the Consultant, subconsultant, or any other key individual who has relocated to the Seattle Metropolitan area to work full time on a Sound Transit project. Authorization to Relocation Status requires written approval by Sound Transit.

- (1) Relocation expenses shall not exceed \$15,000 as defined in the FAR Title 48, Part 31.205-35.
 - (2) Sound Transit will not approve Relocation Status for an employee of the Consultant, subconsultant or other key individual who previously filled a position approved under Commuter Status.
- b. Cost for equipment, materials, and supplies including, but not limited to: approved equipment rental, telephone, and cable expenses; reproduction costs including blueprinting, photographing, telecopying, photocopying, printing; express delivery charges; commercial printing, binding, artwork, and models; and computer programming and keypunching costs.
- (1) In-house photocopying and local fax copies are reimbursed at not to exceed \$0.10 per copy for letter and legal size pages. Itemized logs are required for reimbursement.
- c. Authorized subcontract services; provided that the limitations set forth in item "a" above shall be applicable to such subcontract services.
- d. Other direct costs, if any, not included above but which had prior written approval by Sound Transit.

4. Fixed Professional Fee (Profit): Sound Transit shall pay the Consultant a fixed professional fee (profit), which amount shall not exceed a maximum total sum of _____ **DOLLARS (\$ _____)** and is included in the Total Price set forth above. It is understood and agreed that the fee is a fixed amount that cannot be exceeded because of any differences between the Total Price and actual costs of performing the work required by this Agreement, and in no event shall payments to the Consultant exceed said Total Price, adjusted as provided herein. It is further understood and agreed that the fixed fee is only due and payable for Project work for which Sound Transit has given Notice To Proceed and for which the Consultant has satisfactorily completed. The fixed fee will be prorated and paid monthly in proportion to the Project work satisfactorily completed. The proportion of work completed shall be documented by invoices and shall be determined by a ratio of the total costs to date compared to the Total Price, less profit. A payment for an individual month shall include that approved portion of the fixed fee allocable to the Project work satisfactorily completed during said month and not previously paid. Any portion of the fixed fee not previously paid in the monthly payments shall be included in the final payment.

The method of proration may be adjusted by Sound Transit to reflect deletions or amendments in the Project work that are approved as herein described.

Sound Transit may permit an increase in Fixed Fee only due to a change in or to "Additional Work" that is an increase in scope. Fixed Fee shall not be increased for additional level of effort.

- C. No later than the date specified in Section 11, Reporting Requirements, the Consultant shall submit to Accounts Payable an invoice for payment for Project work completed to the end of the previous month. Such invoices shall be for work performed subsequent to that work covered by all previously submitted invoices and shall be computed pursuant to the rates and limitations set forth herein above. Invoices shall detail the work, hours, and employee name and level for which payment is being requested, and shall itemize, with receipts and invoices attached, the Other Direct Costs for which reimbursement is being requested. Within 30 calendar days of receipt of an invoice and upon approval of the work satisfactorily completed and amount billed, Sound Transit will pay the invoice as approved. At no time shall the total cumulative amounts paid for Project work exceed the total that would be due upon the completion of all Project work multiplied by the percentage of the required work satisfactorily completed, as determined by Sound Transit. Copies of all invoices submitted by the authorized subcontractors, associates or subconsultants shall be submitted to Sound Transit. The Consultant shall notify the Project Manager in writing no later than 10 business days after expending 75% of the total contract amount of such expenditure. Additionally, a memo or letter shall be submitted to the Project Manager and the Contract Specialist providing notice of any changes in personnel, job classifications, and pay rates for staff being billed to the Agreement.
- D. With each invoice for payment, including final payment, the Consultant shall submit a report identifying and detailing the amounts actually paid to each subconsultant, including DBEs and Small Businesses, under this Agreement. Such reports shall include the percentage of total participation by DBEs and Small Businesses for the prior month and cumulative to date, as determined by amounts paid and total amounts of subcontracts. Such report shall be submitted in the format and on a form provided by Sound Transit. Payments shall not be made to the Consultant until such reports have been properly submitted and reviewed by Sound Transit.
- E. Final payment of any balance earned by the Consultant for Project work will be made within 60 calendar days after all of the following:
1. Satisfactory completion of all work required by this Agreement;
 2. Receipt by Sound Transit of the plans, studies, surveys, photographs, maps, calculations, notes, reports and all other documents that are required to be prepared and submitted by the Consultant under this Agreement;
 3. Delivery of all equipment/materials purchased specifically for the project where Sound Transit has reimbursed the Consultant for such costs;
 4. Receipt by Sound Transit of a fully executed final statement of amounts paid to and owed to each subconsultant and supplier under this Agreement;
 5. Such audit and verification as Sound Transit may deem necessary; and,
 6. Execution and delivery by the Consultant of a release of all claims against Sound Transit arising under or by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by the Consultant from the operation of the release in stated amounts to be set forth therein.
- F. No payment, whether monthly or final, to the Consultant for any Project work shall constitute a waiver or release by Sound Transit of any claims, rights, or remedies it may

have against the Consultant under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by Sound Transit of any failure or fault of the Consultant to satisfactorily perform the Project work as required under this Agreement.

G. PROMPT PAYMENT PROVISION

The purpose of this Section is to ensure that the Consultant, after receiving payment from Sound Transit, makes prompt payment to its subconsultants, for work completed in accordance with the standards set forth in this Agreement. This provision applies to all tiers of subcontracts.

1. In its Invoice for Payment, the Consultant shall include payments for subconsultants whose work was performed in accordance with the standards set forth in this Agreement. The Consultant shall not request payment from Sound Transit for amounts for subconsultants until the Consultant has determined that the subconsultants are entitled to the payment of such amounts for work completed in accordance with the standards set forth in this Agreement.
2. Within five business days of receipt of payment by Sound Transit, the Consultant shall pay such subconsultants out of such amounts as are paid by Sound Transit. If the Consultant fails or neglects to make such payment within five business days, the Consultant shall pay, to the subconsultant, interest computed at 1% per month on amounts due for the period beginning on the day after the required payment date and ending on the day on which payment of the amount due is made.
3. The Consultant shall include in each of its subcontracts a provision setting forth the payment and interest penalty clause of this Section. In addition, the Consultant shall require its subconsultants to include such a payment and interest penalty clause in each of their subcontracts and to require each of their subconsultants to include such clauses in their subcontracts with each lower tier subconsultant. Each subcontract, below the first tier, shall include a provision stating that payment will be made to the lower tiered subconsultant within five business days after receipt of payment by the higher tiered subconsultant.
4. Upon receipt of an invoice from a subconsultant, the Consultant shall include the amount of the subconsultant's invoice in the Consultant's next Invoice for Payment by Sound Transit, unless the Consultant determines that the subconsultant did not perform all or a portion of the work identified in the invoice to the standards set forth in this Agreement. If the subconsultant has not so performed, the Consultant shall promptly provide written notification thereof to the subconsultant and shall not include in its Invoice for Payment to Sound Transit an amount for such work. The Consultant shall include in its Invoice for Payment to Sound Transit an amount sufficient to pay the subconsultant for the work that has been performed to the standards set forth in this Agreement.
5. This Section shall not impair or limit any remedies otherwise available to the Consultant or a subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subconsultant performance or nonperformance by the Consultant.

SECTION 13 SUBCONTRACTS

- A. Any subconsultants and outside associates or consulting firms or individuals, including any substitutions thereof, required by the Consultant in connection with services to be provided under this Agreement will be subject to prior authorization by Sound Transit. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing subcontract work.

- B. Sound Transit hereby authorizes the Consultant to subcontract with the persons and firms listed in Exhibit G, List of Subconsultants.
- C. The Consultant shall submit each subconsultant agreement and a cost summary therefore to Sound Transit for review and approval prior to the Subconsultant proceeding with the work. The Consultant shall ensure each subconsultant agreement includes all provisions required by this Agreement. The Consultant shall bear full responsibility for delays in performing the work if the subconsultant agreement fails to include all applicable provisions.
- D. The Consultant shall submit monthly reports, as indicated in Section 11, Reporting Requirements, detailing all work completed by subconsultants during the preceding month and copies of all invoices relating thereto.

SECTION 14 NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING

- A. Sound Transit has adopted Guiding Principles for Employment and Contracting identifying key objectives that Sound Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state and local laws and regulations, including grant agreements. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth in this RFQ and Agreement.
 - 1. It is the policy of Sound Transit that practices of employment discrimination against any person on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Consultant shall adhere to these non-discrimination provisions and shall make affirmative efforts to meet Sound Transit's workforce diversity objectives on this Agreement. Such efforts shall apply to the employment of persons on the permanent or core employee workforce and the employee workforce secured solely for this Agreement.
 - 2. It is the policy of Sound Transit that no one doing business or offering to do business with Sound Transit shall deny any person, on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person, the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by Sound Transit, and that one doing business or offering to do business with Sound Transit shall afford equal, non-discriminatory opportunities to potential joint venture partners, subcontractors, subconsultants and suppliers on contracts and agreements awarded by Sound Transit.
 - 3. The Consultant shall comply with applicable obligations and requirements under Chapter 49.60 RCW, the Washington state "law against discrimination", including rules and regulations promulgated pursuant to such law. In particular, the Consultant as an employer shall not commit any unfair practices prescribed in RCW 49.60.180.
 - 4. The Consultant shall cooperate in any studies or surveys as may be conducted by Sound Transit and as may be necessary to determine the extent of the Consultant's compliance with Sound Transit's Diversity Program policies.
- B. Disadvantaged Business Enterprise (DBE) Program. It is the policy of Sound Transit to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 Code of Federal Regulations (CFR) Part 26, have an equal opportunity to receive and participate in federal Department of Transportation-assisted contracts. Sound Transit's DBE Program includes:

1. Ensuring non-discrimination in the award and administration of federal Department of Transportation-assisted contracts;
 2. Creating a level playing field on which DBEs can compete fairly for such contracts;
 3. Ensuring that the Sound Transit DBE Program is narrowly tailored in accordance with applicable laws;
 4. Ensuring that only firms that fully meet eligibility standards as set forth in 49 CFR Part 26 are permitted to participate as DBEs;
 5. Helping remove barriers to the participation of DBEs in such contracts; and
 6. Assisting in the development of firms that can compete successfully in the marketplace outside of the DBE Program.
- C. In the event the Consultant and/or its subconsultants fail(s) to comply with any substantive requirement of the Agreement related to non-discrimination, participation by Small Businesses and/or Disadvantaged Business Enterprises, or equal employment opportunity, Sound Transit may impose sanctions as it may determine to be appropriate, including but not limited to:
1. Requiring the Consultant to take remedial action to bring the Consultant or its subconsultant into compliance;
 2. Withholding payments to the Consultant until the Consultant or its subconsultant is in compliance;
 3. Suspend this Agreement;
 4. Terminate this Agreement;
 5. Debar the Consultant or its subconsultant from future contracts with Sound Transit; and/or
 6. File civil and/or criminal action(s) against the Consultant and, if applicable, its subconsultants, suppliers, employees, agents, and representatives.

Sound Transit may consider any such failure by the Consultant in determining whether to award any future contracts to the Consultant.

SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, sex, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. The Consultant shall make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, sexual orientation, age, nationality, or the presence of such disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Consultant shall, during the term of this Agreement, furnish Sound Transit, upon request and on forms approved by Sound Transit, a report of the affirmative efforts made by the Consultant in implementing the nondiscrimination and equal employment opportunity provisions in this Agreement. The Consultant shall permit access by Sound Transit to the Consultant's records of employment, employment advertisements,

application forms, and other pertinent data and records for the purpose of determining compliance with this provision.

- C. The Consultant shall implement and carry out the obligations regarding equal employment opportunity submitted as part of its Proposal to perform this Agreement and the equal employment opportunity provisions set forth in this Agreement. Failure to implement and carry out such obligations and provisions in good faith may be considered by Sound Transit a material breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
- D. The Consultant shall require that substantially the same provisions as in this Section are contained in all subconsultant agreements entered into by the Consultant under this Agreement.
- E. In addition to complying with Sound Transit's Principles and Policies, the Consultant shall comply with, and ensure its subcontractors comply with, applicable Federal Civil Rights Requirements set forth in this Agreement.

SECTION 16 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The Consultant shall comply with applicable provisions in 49 CFR Part 26.
- B. Sound Transit has committed to meeting its overall DBE participation annual goal by race-neutral (including race and gender neutral) means. The Consultant shall also pursue race-neutral means in soliciting for and securing participation by DBEs on this Agreement.

As described in 49 CFR § 26.51(b), race-neutral means include, but are not limited to, actions such as: (1) arranging solicitations, times for the presentation of bids or proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE participation; (2) providing assistance in overcoming obstacles such as inability to obtain bonding or financing; (3) providing technical assistance and other services; (4) carrying out information and communications programs on contracting procedures and specific contract opportunities; (5) implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs; (6) providing services to help DBEs improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency; (7) establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low; (8) ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors and consultants; and (9) assisting DBEs to develop their capability to utilize emerging technology and conduct business through electronic media. Such race-neutral means should benefit small businesses as well as DBEs.

- C. Sound Transit promotes and encourages participation by DBEs on its contracts. The Consultant shall afford DBEs an equal, non-discriminatory opportunity to compete for business as joint venture partners, subconsultants or suppliers and shall ensure its Subconsultants also afford DBEs such opportunities. A listing of DBEs certified by OMWBE is available on the Internet at <http://www.omwbe.wa.gov/directory/directory.htm> or by contacting OMWBE at 360-753-9693. Sound Transit established a DBE Goal for this Agreement. The Consultant shall make affirmative efforts to include the participation by DBEs under this Agreement.

- D. The Consultant shall make affirmative efforts to reach out to DBEs to solicit and achieve a **XX%** participation by DBEs on changes in the Scope of Work, including Additional Work, under this Agreement and maintain documentation of its efforts. The Consultant shall submit documentation of its efforts to Sound Transit prior to final agreement on such changes. Outreach efforts shall include, but are not limited to, the following activities:
1. Identifying portions of the Work to be performed by DBEs, including breaking out work items into economically feasible units to facilitate participation by DBEs.
 2. Soliciting through reasonable and available means the interest of DBEs who have or may have the capability to perform portions of the Work under this Agreement. Such means of solicitation should include community, consultant and public agency organizations and offices that are involved in recruiting and placing DBEs. Solicitations shall occur with sufficient time that interested DBEs would be able to respond to the solicitation.
 3. Providing information about work items to interested DBEs.
 4. Negotiating in good faith with interested DBEs.
 5. Identifying and making efforts to assist DBEs to obtain necessary personnel, equipment, materials and supplies to perform the work items.
- E. The Consultant shall include the following assurance in any contract, including subconsultant agreements, it enters into under this Agreement (revised to accurately identify parties):
- "The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Sound Transit deems appropriate."
- F. During performance of this Agreement, the Consultant shall maintain sufficient records necessary for Sound Transit to monitor the Consultant's and its Subconsultants' compliance with the provisions of the DBE Program.

SECTION 17 SMALL BUSINESS PROGRAM

- A. Consistent with its Guiding Principles for Contracting to promote and encourage the use of Small Businesses, Sound Transit has developed and administers a Small Business Program. Under the Small Business Program, Sound Transit will consider various approaches to achieving participation by Small Businesses in its contracts and agreements, including unbundling contracts, setting participation goals for contracts, and developing procedures, documents and practices that are "Small Business friendly".
- B. Sound Transit established a Small Business Goal for this Agreement. The Consultant shall make affirmative efforts to include the participation by Small Businesses under this Agreement.
1. The Consultant shall maintain not less than **XX%** participation by Small Businesses under this Agreement, including **XX%** DBE participation. Such percentage was proposed by the Consultant in its Proposal for this Agreement and includes any revisions negotiated with Sound Transit prior to award of this Agreement.
 2. If changes in the Project work and/or Additional Work is requested or directed by Sound Transit, the Consultant shall make affirmative efforts to include participation by Small Businesses when negotiating and performing said changes and/or Additional Work.

3. To have participation counted under this Agreement, Small Businesses shall:
 - a. meet the Small Business Administration size standards set forth in Section 1.4.C(6) of the Request for Qualifications (RFQ) under which the Consultant submitted a Proposal for this Agreement;
 - b. be eligible Small Businesses according to the provisions in Section 1.4.C(6) of the Request for Qualifications (RFQ) under which the Consultant submitted a Proposal for this Agreement; and
 - c. perform commercially useful functions. If the owner(s) of the Small Business do(es) not or is(are) unable to demonstrate ownership, control or legitimate performance, Sound Transit will not count the participation. For consistency between Sound Transit's Small Business Program and its Disadvantaged Business Enterprise Program, Sound Transit will use the regulations in 49 CFR Section 26.55 as guidance in evaluating and monitoring the participation of all businesses and for determining how to count such participation.
- C. During performance of this Agreement, the Consultant shall maintain sufficient records necessary for Sound Transit to monitor the Consultant's and its Subconsultants' compliance with the provisions of the Small Business Program.

SECTION 18 FEDERAL CIVIL RIGHTS REQUIREMENTS

In addition to Sound Transit nondiscrimination requirements set forth in other Sections in this Agreement, the following Federal requirements apply to the Consultant's performance under this Agreement:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any person on the basis of race, color, creed, national origin, sex, age, or disability under any program or activity receiving Federal financial assistance. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. Specific requirements to implement Title VI and the Americans with Disabilities Act of 1990 are included in Sections 21 and 22, respectively, of this Agreement.
- B. Equal Employment Opportunity - In addition to the provisions set forth in Section 15 of this Agreement, the following equal employment opportunity requirements apply to this Agreement:
 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
- C. Disadvantaged Business Enterprises -- This Agreement is subject to the requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Consultant and its subconsultants 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 this DOT-assisted Agreement. 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 Sound Transit deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)). Specific requirements to implement 49 CFR Part 26 are included in Section 16 of this Agreement.
- D. The Consultant also agrees to include these requirements in each subconsultant agreement entered into under this Agreement, modified only if necessary to identify the affected parties.

SECTION 19 LIABILITY AND INDEMNIFICATION

- A. The Consultant shall comply, and shall require its subconsultants to comply, with all Sound Transit resolutions, motions and federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- B. In performing work and services hereunder, Sound Transit may delegate, in writing, authority to the Consultant and its subconsultants employees, agents, and representatives to act as Sound Transit's agents. The Consultant shall not misconstrue this representative capacity by holding itself out as, or by claiming to be, an officer or employee of Sound Transit by reason hereof and will not make any claim, demand, or application to any right or privilege applicable to an officer or employee of Sound Transit that goes beyond the specific delegated authority given to it by Sound Transit, or to the specific representative capacity performed by it. Unless specifically granted this agency authority, the Consultant is operating as an independent contractor. In either case, the Consultant shall be solely responsible for any claims for wages or compensation by Consultant employees, agents, and representatives, including subconsultants, or any agency and save and hold Sound Transit harmless there from.
- C. The Consultant shall indemnify, defend and hold Sound Transit harmless for any costs and pay any damages or judgments related to any claim brought by any person employed in any capacity by Consultant, subconsultants, or any agency on the Project,

with respect to the payment of wages, salaries, or other compensation or benefits, including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

- D. To the maximum extent permitted by law or the provisions of this Section, the Consultant agrees to release, indemnify and save harmless Sound Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, consultants, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Consultant's negligence in its performance of this Agreement or the Work; provided, however, that if the provisions of RCW 4.24.115 apply to the Work and any such injuries to persons or property arising out of performance of this Agreement are caused by or result from the concurrent negligence of the Consultant or its Subconsultants, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Consultant, its Subconsultants, agents or employees.

THE CONSULTANT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CONSULTANT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CONSULTANT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONSULTANT OR A SUBCONSULTANT UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CONSULTANT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, CONSULTANT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONSULTANT BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONSULTANT'S EMPLOYEE DIRECTLY AGAINST CONSULTANT.

- E. The Consultant further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the performance of this Agreement or the Work. The Consultant shall pay all defense expenses, including attorneys' fees, expert fees, and costs (collectively "defense costs") incurred directly or indirectly on account of such litigation or claims, and the Consultant shall satisfy any judgment rendered in connection therewith. In the event that any lien is placed upon the property of any of the Indemnified Parties as a result of such suits or legal proceedings, the Consultant agrees to immediately cause the same to be dissolved and discharged by giving bond or otherwise. The Consultant may settle any suit, claim, action, loss, cost, penalty, or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees shall be allowed to the prevailing party.
- F. Consultant further agrees that any review and/or approval by Sound Transit and/or others hereunder shall not relieve Consultant of any of its obligations to perform to generally accepted professional standards applicable to the types of services and work provided

hereunder or in any way diminish its liability for the performance of such obligations or its obligations to provide the indemnities hereunder.

- G. The foregoing indemnities and duties to defend shall survive the termination of this Agreement and final payment hereunder, and are in addition to any other rights or remedies which Sound Transit and/or any of the Indemnified Parties may have by law or under this Agreement. In the event of any claim or demand made against any Indemnified Party hereunder, Sound Transit may, in its sole discretion, reserve, retain or apply any monies due to the Consultant under the Agreement for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the Consultant provides Sound Transit with adequate assurance of the protection of Sound Transit's and the other Indemnified Parties' interests.
- H. The Consultant shall not assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by Sound Transit; provided, however, that claims for money due or to become due to the Consultant from Sound Transit under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such claim assignment shall be furnished promptly to Sound Transit.
- I. Sound Transit's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- J. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. Subject to the provisions herein regarding exhaustion of administrative remedies, the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 20 INSURANCE

- A. Insurance Requirements: The Consultant shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set forth below. In the event the Consultant is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Sound Transit shall not be limited to the amount of the required insurance coverage.
 - 1. **General Liability**: Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$2,000,000 per occurrence.
 - 2. **Automobile Liability**: Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least \$1,000,000 combined single limit.

Such liability insurance, identified in 1 and 2 above, shall name Sound Transit, its officers, directors, agents, and employees as additional insured with respect to the work under this Agreement.

- 3. **Professional Liability**: Whenever the work under this Agreement includes "professional services," the Consultant shall maintain the appropriate Professional Liability insurance, affording limits of liability of \$5,000,000 per occurrence, for

damages sustained by reason of or in the course of operations under the Agreement whether occurring by reason of acts failing to meet the standard of care required by this Agreement, negligent acts, or errors, or omissions of the Consultant.

4. **Workers Compensation:** The Consultant and subconsultant will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Consultant and subconsultant will be responsible for Workers Compensation insurance for any subconsultant or subcontractor who provides work under subcontract.

If the Consultant, and subconsultant, is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to Sound Transit by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

5. **Other Insurance:** Other insurance as may be deemed appropriate by Sound Transit; costs of which shall be borne by contracting parties as mutually agreed.

- B. **Certificates and Policies:** Prior to commencement of Work for this Agreement, the Consultant shall provide Sound Transit with certificates of insurance showing insurance coverage in compliance with the foregoing Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Sound Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the contract number and title of this Contract** and will state that the Consultant will provide 30 calendar days' advance written notice to Sound Transit in the event the Consultant insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Consultant neglect to obtain and maintain in force any of the insurance required in this Section, Sound Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Consultant from insurance obligations hereunder.
- C. Taking into account the scope of work and services to be performed by a subconsultant, the Consultant shall prudently determine whether, and in what amounts, each subconsultant shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of subconsultants shall, where appropriate and/or applicable, name Sound Transit as an additional insured.
- D. The Consultant and its insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against Sound Transit. The Consultant and its insurers also waive their right of subrogation against Sound Transit for loss of its owned or leased property or property under its care, custody and control.
- E. No provision in this Section shall be construed to limit the liability of the Consultant for work not done in accordance with the Agreement, or express or implied warranties. The Consultant's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.
- F. The Consultant may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Sound Transit.
- G. The Consultant warrants that this Agreement has been thoroughly reviewed by the Consultant's insurance agent(s)/broker(s), who have been instructed by Consultant to procure the insurance coverage required by this Agreement.

SECTION 21 TITLE VI COMPLIANCE

- A. During the performance of this Agreement, the Consultant, for itself, its assignees, and its successors in interest (hereinafter referred to as "Consultant"), agrees as follows:
- B. Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations (CFR), Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- C. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- D. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- E. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Sound Transit or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Sound Transit, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, Sound Transit shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to Consultant under the Agreement until Consultant complies, and/or,
 - 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- G. Incorporation of Provisions: Consultant shall include the provisions of subparagraphs A through E of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Sound Transit or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request Sound Transit to enter into such litigation to protect the interests of Sound Transit, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 22 ADA, SECTION 504 AND OTHER FEDERAL REQUIREMENTS

The Consultant is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act

of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;
- D. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- E. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- F. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- G. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- H. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- I. Any implementing requirements that the FTA may issue.

SECTION 23 WORK PRODUCT AND INTELLECTUAL PROPERTY

In the event the services to be performed by the Consultant under this Agreement include the development or delivery of a work of authorship or any materials which may be protectable under intellectual property laws ("Work Product"), the following terms and conditions shall apply:

- A. **Work Made For Hire.** The Consultant agrees that Work Product has been specially ordered and commissioned by Sound Transit. Accordingly, to the extent that includes material subject to copyright, the Consultant agrees that the Work Product is done as a "work made for hire" for copyright purposes, and as a result, Sound Transit shall own all copyrights in the Work Product.
- B. **Assignment.** To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, mask work, or other proprietary right protection, the Consultant hereby assigns to Sound Transit, its successors and assigns, all right, title and interest in and to the Work Product, including but not limited to (1) all copyrights in the same, and in all renewals and extensions of the copyrights that may be secured under applicable laws; and (2) all rights in and to any inventions and designs embodied in the Work Product or developed in the course of the Consultant's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned, patents applied for or licensable by the Consultant to the extent necessary to exercise any rights of ownership in the Work Product. Any reuse of the Work Product except for the specific purpose intended will be at the users' sole risk without liability or legal exposure to the Consultant.
- C. **Moral Rights.** The Consultant hereby forever waives any and all "moral rights" it may have in the Work Product.
- D. **Assistance.** At Sound Transit's expense, the Consultant shall execute and deliver such instruments and take such other action as may be requested by Sound Transit to perfect

or protect Sound Transit's rights in the Work Product and to perfect the assignments contemplated by this Section.

- E. Delivery of Work Product. The Consultant agrees to deliver all aspects of the Work Product, including without limitation all plans, drawings, designs, specifications, technical reports, operating manuals, notes, data, documentation, and computer software (in source code and object code form), in accordance with the delivery schedule set forth in this Agreement. In the event of early termination of this Agreement, the Consultant shall deliver all aspects of the Work Product immediately upon such early termination at the then-existing stage of completion, and all aspects of the Work Product shall become the property of Sound Transit.
- F. Representations and Warranties. The Consultant hereby represents and warrants that:
1. It has full power to enter into this Agreement and make the assignments set forth herein;
 2. It has not previously and will not grant any rights in the Work Product to any third party that are inconsistent with the rights granted to Sound Transit herein;
 3. The Work Product does not infringe or violate any copyright, trade secret, trademark, patent or other proprietary or personal right held by any third party; and
 4. The Work Product has been or will be created solely by the Consultant or employees of the Consultant within the scope of their employment and under obligation to assign all rights in the Work Product to Sound Transit, or by independent subconsultants, approved by Sound Transit in advance, under written obligations to (a) assign all rights in the Work Product to Sound Transit and (b) maintain the confidentiality of any Sound Transit confidential information disclosed to the subconsultant.
- G. Indemnity.
1. The Consultant shall indemnify, pay the defense costs of, and hold Sound Transit harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim which, taking the claimant's allegations to be true, would result in a breach by the Consultant of any of the Consultant's warranties and covenants set forth in this Agreement. The Consultant shall reimburse Sound Transit on demand for any payment made by Sound Transit in respect of any liability or claim to which the foregoing indemnity relates, and which has resulted in an adverse judgment against Sound Transit or has been settled with the written consent of the Consultant. Prompt notice shall be given to the Consultant of any claim to which the foregoing indemnity relates.
 2. If the Work Product is in any action held to constitute an infringement of any third party's rights and its use is enjoined, the Consultant shall immediately and at its expense (a) procure for Sound Transit the right to continue its use of the Work Product in accordance with this Agreement; or (b) replace the Work Product with an equivalent version that is non-infringing.
- H. Notations. All Work Product furnished by the Consultant, other than documents exclusively for the internal use by Sound Transit, shall carry such notations on the front cover or a title page (or in the case of maps, in the name block) as may be determined by Sound Transit. The Consultant shall also place its endorsement on all Work Products. All such notations and endorsements shall be subject to prior approval by Sound Transit prior to delivery. All such notations and/or endorsements placed on the Work Product(s) by the Consultant shall be for intellectual property purposes only and shall not be for professional engineering services.

- I. Survival. This Section shall survive any expiration or termination of this Agreement.

SECTION 24 PROHIBITED INTEREST

No member, officer, or employee of Sound Transit or its governing body, or of any of its component agencies during such person's tenure or one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless such interest has been disclosed in writing to Sound Transit and Sound Transit has determined that no prohibited conflicts of interest or ethical violations inhere in the circumstances.

SECTION 25 CONTINGENT FEES, GRATUITIES & CONFLICTS OF INTEREST

Consistent with Sound Transit's Guiding Principles, the Consultant agrees as follows:

- A. The Consultant warrants and covenants 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. For breach of violation of this warranty Sound Transit shall have the right to annul this Agreement without liability or in its discretion to deduct from the Total Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- B. The Consultant warrants and covenants that no gratuities, in the form of entertainment, gifts, or otherwise, have been or will be offered or given by the Consultant or any of its agents, employees, or representatives to any official member or employee of Sound Transit in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement.
- C. By submission of its proposal, the Consultant covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the work, services or materials required to be performed or provided under this Agreement. Furthermore, the Consultant shall not employ any person or agent having any such conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Sound Transit and take action immediately to eliminate the conflict or to withdraw from this Agreement, as Sound Transit requests. The Consultant shall not employ any consultant who is concurrently employed by Sound Transit or by Sound Transit's consultants (including, but not limited to, surveyors, engineers, architects, and testing laboratories), without first obtaining Sound Transit's approval in writing.
- D. If Sound Transit's Chief Executive Officer has reason to believe that the covenants set forth in Paragraphs A, B or C above have been breached, she/he shall so notify the Consultant in writing. The Consultant shall respond to said notice within 10 business days of receipt with a detailed written explanation or answer to any facts, allegations, or questions contained or referenced in said notice. The Consultant may request a hearing on the matter by Sound Transit's Chief Executive Officer that shall be conducted within 15 business days of the receipt by the Chief Executive Officer of the request unless a later date is concurred in by Sound Transit and the Consultant. The decision of the Chief Executive Officer shall be a prerequisite to appeal thereof to Sound Transit Board of Directors or to Superior Court in the County of King, State of Washington. If, after consideration of the Consultant's response and any hearing, the Chief Executive Officer determines that the covenants have been breached, the Chief Executive Officer shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Agreement in the event of said breach and/or prohibited conflicts of interest.

SECTION 26 RECYCLED PRODUCTS

To the extent practicable and economically feasible, the Consultant agrees to provide a competitive preference for recycled products to be used in the Project pursuant to the U.S. Environmental Protection Agency Guidelines at 40 CFR Parts 247-253, implementing Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962. If possible, the Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical at the fulfillment of this Agreement.

SECTION 27 ENVIRONMENTAL STANDARDS

The Consultant agrees to comply with all applicable laws, regulations, standards, orders or requirements.

SECTION 28 DISPUTES AND REMEDIES

- A. **PREVENTING CONFLICT:** The parties agree to use the principles of Project Partnering, that is: collaboration and cooperation, to identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes, claims or legal actions. Such measures should extend to all levels of the work, including lower-tiered subconsultants, and may include the following:
1. Conducting a workshop to "kick-off" the performance of the work by introducing the concepts of Project Partnering and follow-up workshops to be held at least annually.
 2. Developing and implement a Partnering Action Plan devoted to developing and maintaining a collaborative atmosphere on the Project at all levels.
 3. Conducting facilitated Executive Partnering Sessions among the senior managers of each party to discuss issues related to potential conflicts and to engage in collaborative problem solving.
 4. Conducting training for all parties in teambuilding, collaborative problem solving and conflict resolution skills.
 5. Conducting semi-annual evaluations of the Project's partnering efforts.
 6. Including language from this Section in contracts for subconsultants who become involved in the performance of the work.
- B. **RESOLVING CONFLICTS:** Sound Transit and the Consultant agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations and the principles of Project Partnering by engaging in the following Dispute Resolution Process should any such disputes arise:
1. **Level One** - The Project Engineer for Sound Transit, the Project Engineer for the Consultant and the Project Engineer for any subconsultants involved in the work that gives rise to the dispute shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot do so, they pass the dispute to Level Two.
 2. **Level Two** - The Project Manager for Sound Transit, the Consultant's Project Manager, and the Project Manager for any subconsultants involved in the work shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot do so, they pass the dispute to Level Three.
 3. **Level Three** - The Executive Director of Capital projects shall make a decision regarding the dispute, after conferring with the Consultant as may be necessary.

In the event the Consultant disagrees with the decision of the Director, the disputes shall be referred to mediation as a condition precedent to the commencement of a civil action

in the Superior Court of King County. At all times during the course of the conflict or dispute resolution efforts the Consultant agrees to continue to perform the work with due diligence in accordance with the standard of care described in Section 6, Responsibility of the Consultant.

SECTION 29 NOTICE

Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party or twenty-four (24) hours after mailing to the place of business set forth below, whichever is earlier.

Sound
401 South Jackson Street
Seattle, Washington 98104-2826
Attn: [CS name]
Contract Specialist

Consultant: _____

Attn: _____

SECTION 30 AUDIT AND ACCESS TO RECORDS

- A. **Maintenance Of Records:** The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Consultant shall maintain an index of such records to facilitate access and recovery of such records.
- B. **Access For Audit Purposes:** Sound Transit or any of its duly authorized representatives shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after final payment is made under this Agreement. Sound Transit shall also have access to such books, records, and documents during the performance of the work if deemed necessary by Sound Transit to verify Consultant work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Sound Transit will give five business days notice to the Consultant for access to original records. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- C. The Consultant agrees to the disclosure of all information and reports resulting from access to records under Paragraphs A and B of this Section provided that the Consultant is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Consultant.
- D. **Access for Purposes of Public Disclosure:** The public, from time to time, may request access to records relating to the work. Sound Transit has a duty to disclose documents as requested unless such requests call for documents that are specifically exempted from disclosure pursuant to Washington Law. Such requests from the public will be made in writing in a stipulated form to Sound Transit. Sound Transit will administer the request by serving as the point of contact with the public member making the request, invoicing for the costs of copying and reviewing the records for potential exemptions. Sound Transit will refer the collection, compilation, indexing, and copying of the actual records to the Consultant. The Consultant shall maintain the records in a condition that will facilitate such responses and will provide necessary staff for this purpose. A task for these purposes shall be designated on the Project Control Report with a separately identified

WBS number so that costs and hours can be budgeted and monitored. This task shall include all costs for labor, equipment and supplies for providing these services.

- E. The periods of access and examination described in Paragraphs A and B of this Section for records that relate to (1) disputes between Sound Transit and the Consultant, (2) litigation or settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
- F. The Consultant shall ensure that substantially all of the foregoing Paragraphs are included in each subcontract for work on this Agreement to the effect that the subconsultant agrees that Sound Transit, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of six years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subconsultant. The term "subcontract" as used in this paragraph excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

SECTION 31 REPORTING, RECORD RETENTION AND ACCESS

- A. Consultant shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the Federal Government.
- B. Consultant agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Agreement. Consultant agrees to permit the Secretary of Transportation, the Comptroller General of the United States and Sound Transit, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Agreement for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Agreement as it affects the Project. Consultant shall retain all required records for six (6) years after Sound Transit has made final payments. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. Consultant shall require its subconsultants to also comply with the provisions of this Paragraph B, and shall include the provisions of this Paragraph B in each of its subcontracts.

SECTION 32 PRIVACY

- A. Should the Consultant, or any of its subconsultants, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.
- B. For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, Sound Transit and any Consultants, third-party contractors, subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Agreement will make this Agreement subject to termination.

- C. The Consultant agrees to include this clause in all subcontracts awarded under this Agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

SECTION 33 CHANGES IN GOVERNMENTAL REGULATIONS

- A. In the event local, state or federal laws or regulations that were not announced or enacted at the time of Bid and/or submittal of Proposal, and such laws or regulations make standards more stringent or compliance more costly under this Agreement, the Consultant shall notify Sound Transit in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after the Consultant first became aware of the laws and regulations and prior to incurring any such expenses.
- B. Sound Transit will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted in accordance with the provisions of Section 4, Scope of Work, and Section 5, Changes in the Project and Additional Work.
- C. The Consultant shall be deemed to have had notice of any Federal law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the contract award.
- D. The Consultant shall, immediately upon becoming aware of any such imposition or change of requirement, provide Sound Transit with full and detailed particulars of the changes required in the equipment and of costs involved therein, or shall be deemed to have waived any rights under this Section. In the event any governmental requirements are removed, relaxed or changed in any way after the date of contract award so as to make the Consultant's performance less expensive, or less difficult, then Sound Transit shall have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the equipment affected for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. Sound Transit shall give the Consultant notice of Sound Transit's determination, and anticipated savings.

SECTION 34 COMPLIANCE WITH ALL LAWS AND REGULATIONS

- A. The Consultant agrees to comply with all federal, state and local laws and regulations applicable to such services, including all regulations, requirements and registrations related to lobbying activities and including the conditions of the federal Occupational Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA) whenever such laws are applicable to work and services provided under this Agreement.
- B. The Consultant shall comply with all federal, state, and local licensing, registration, filing and/or certifications standards, all applicable accrediting standards, and any other standards or criteria established by any agency of the State of Washington or of the federal government applicable to the Consultant's operation.
- C. The Consultant shall comply and, to the best of its ability, shall require its subconsultants to comply with all Sound Transit resolutions and policies (for example Sound Transit's policy on equal employment opportunity and harassment) and federal, state and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement. Copies of Sound Transit's resolutions and policies are available upon request.
- D. Sound Transit and the Consultant agree to exercise reasonable efforts to stay apprised of any changes to federal, state or local laws, regulations and ordinances referred to in this

Section, to bring any such changes to the attention of the other party and to negotiate in good faith the effects of any such changes.

SECTION 35 SUSPENSION OF WORK

- A. Sound Transit may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for a period of time that Sound Transit determines appropriate for the convenience of Sound Transit. The Consultant shall immediately comply with such order and such compliance shall be in accordance with the order. The Consultant shall immediately recommence work in accordance with Sound Transit's notice lifting the suspension, delay, stop work, or interruption order.
- B. In addition, if the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted: 1) by an act of Sound Transit in the administration of this Agreement, or 2) by Sound Transit's failure to act within a reasonable time or within the time specified in this Agreement, an adjustment shall be made for any increase in the cost of performance of this Agreement, exclusive of profit, necessarily caused by the unreasonable suspension, delay or interruption, and the Agreement shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Consultant, or for which an equitable adjustment is provided for or excluded under any other term or condition or provision of this Agreement.
- C. An adjustment to this Agreement under this clause shall not be allowed: 1) for any costs incurred more than 20 calendar days before the Consultant shall have notified Sound Transit in writing of the act or failure to act involved (but this requirement shall not apply as to a request/proposal for adjustment resulting from suspension order), and 2) unless the adjustment, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Agreement.

SECTION 36 TERMINATION OF AGREEMENT

- A. Termination for Default
 - 1. Sound Transit may terminate this Agreement, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this Agreement through no fault of Sound Transit; provided, that, insofar as practicable, the Consultant will be given: (1) not less than 10 calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and, (2) an opportunity for consultation with Sound Transit before termination. An opportunity for consultation shall not mean the Consultant can prohibit Sound Transit's termination of the Agreement.
 - 2. If Sound Transit terminates for default on the part of the Consultant, Sound Transit shall determine the amount of work satisfactorily completed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (1) no amount shall be allowed for anticipated profit on unperformed services or other work and (2) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs Sound Transit incurs because of the Consultant's default. In such event, Sound Transit shall consider the actual costs incurred by the Consultant in performing the Project work to the date of termination, the amount of work originally required that was satisfactorily completed to the date of termination, whether that work is in a form or of a type that is usable and suitable to Sound Transit at the date of termination, the cost to Sound Transit of completing the work itself or of employing another firm to complete it and the inconvenience and time that may be required

to do so, and other factors that affect the value to Sound Transit of the Project work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude Sound Transit from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by letter of credit or other withheld payments.

B. Termination for Convenience

1. In addition to termination under Paragraph A of this Section, Sound Transit may terminate this Agreement, in whole or in part, in writing, for its convenience and/or lack of appropriations.
2. If Sound Transit terminates for convenience, Sound Transit will pay an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount for expenses incurred before the termination, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments that had become firm before the termination, unless Sound Transit determines to assume said commitments.

C. Upon receipt of a termination notice under Paragraphs A or B above, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) promptly deliver or otherwise make available to Sound Transit all data, drawings, specifications, calculations, reports, estimates, summaries, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress, and all equipment/materials purchased specifically for the Project where Sound Transit has reimbursed the Consultant for such costs.

D. Upon termination under any Paragraph above, Sound Transit may take over the work and prosecute the same to completion by agreement with another party or otherwise.

E. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of Sound Transit. In such event, the equitable adjustment shall be determined as set forth in Paragraph D of this Section.

F. If, because of death, unavailability, or any other occurrence, it becomes impossible for any lead personnel employed by the Consultant in Project work or for any corporate officer of the Consultant to render services to the Project, the Consultant shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of Sound Transit. If Sound Transit agrees to termination of this Agreement under this provision, payment shall be made as set forth in Paragraph A.2 of this Section.

SECTION 37 FALSE OR FRAUDULENT STATEMENTS AND CLAIMS

A. The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered Grant Agreement, Cooperative agreement, Contract or Project. In addition to other penalties that may be applicable, the Consultant acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant, to the extent the Federal Government deems appropriate.

- B. The Consultant also acknowledges that it if makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001, 31 USC §§ 3801, et seq., and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
- C. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

SECTION 38 APPLICABILITY OF FEDERAL GRANT CONTRACT

- A. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1, as amended. U.S. Department of Transportation's level of financial assistance may be between zero and eighty percent (0-80%). The Consultant is required to comply with all terms and conditions prescribed for third party contracts in these documents.
- B. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this Agreement is established and may apply to this Agreement. To assure compliance with changing federal requirements, Contract Award indicates that the Consultant agrees to accept all changed requirements that apply to this Agreement.

SECTION 39 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- A. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1, as amended, (http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html), as amended and the Master Grant Agreement (<http://www.fta.dot.gov/documents/13-Master.doc>), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.
- B. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Agreement and any lower tier subcontracts at any level and to take appropriate measures to ensure that Consultant and its lower tier subconsultants at any level comply with certain applicable requirements set forth in the Master Agreement. The FTA Master Agreement is hereby incorporated by reference into this Agreement, and Consultant shall comply with all such requirements.
- C. Copies of the FTA Master Agreement are available from Sound Transit.

SECTION 40 FEDERAL FUNDING LIMITATION

Consultant understands that funds to pay for Consultant's performance under this Agreement are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. Sound Transit's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may terminate or suspend Consultant's services without penalty. Sound Transit shall notify Consultant promptly in writing of the non-allocation, delay, or disapproval of funding.

SECTION 41 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Consultant agrees that absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement in connection with this Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including a subrecipient or third party contractor.

SECTION 42 FEDERAL LOBBYING RESTRICTIONS

- A. This Agreement is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of any Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Consultants and Subconsultants at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Consultant shall submit the "Certification Regarding Lobbying" included in this document. The Consultant's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts which exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Consultant, who is in turn responsible for keeping the certification forms of subconsultants. Further, by executing the Agreement, the Consultant agrees to comply with these laws and regulations.
- B. If the Consultant has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the Consultant must disclose these activities. In such a case, the Consultant shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities". Sound Transit must also receive all disclosure forms.
- C. The Consultant and any subconsultants shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Agreement; or
 2. A change in the person(s) influencing or attempting to influence this federally funded Agreement; or
 3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Agreement.

SECTION 43 LOBBYING CERTIFICATION AND DISCLOSURE

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the Consultant shall execute and return the Certification Regarding Lobbying by Consultant form set forth in Exhibit with the execution of this agreement.

SECTION 44 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this Contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds \$25,000 each Consultant shall complete and submit, as part of its Proposal, the certification form, contained in these documents. The inability of a Consultant to provide a certification will not necessarily result in denial of consideration for contract award. A Consultant that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation may disqualify the Consultant from participation under this Contract. Sound Transit, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.
- B. The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to Sound Transit. If it is later determined that the Consultant knowingly rendered an erroneous certification, or failed to notify Sound Transit immediately of circumstances which made the original certification no longer valid, Sound Transit may disqualify the Consultant, terminate the contract, or invoke other remedies available including FTA suspension and/or debarment.
- C. Further, the Consultant shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds. As such, the Consultant shall require all subconsultants seeking subcontracts greater than \$25,000 to complete and submit the same certification form contained in these documents before entering into any agreement with said subconsultant.

SECTION 45 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirement of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

SECTION 46 CONSERVATION

The Consultant shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

SECTION 47 CLEAN WATER

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251

et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 48 CLEAN AIR

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §.§ 7401 et seq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 49 FLY AMERICA

The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by US flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40018, in accordance with US GAO regulations, "Uniform Standards and Procedures for Transportation Transactions." 4 CFR Part 52, and US GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 US Comp. Gen. LEXIS 2116, March 31, 1981.

SECTION 50 SEISMIC SAFETY

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

SECTION 51 NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

The Consultant agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and with FTA Notice, "Federal Transit Administration National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other subsequent Federal directives that may be issued.

SECTION 52 ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the Consultant agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

SECTION 53 ENTIRETY, AMENDMENT AND EXECUTION OF AGREEMENT

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

This Agreement may be amended only by written instrument signed by the parties hereto.

This Agreement shall be executed in two counterpart copies, any of which shall be considered for all purposes as the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year first above written.

CONSULTANT

By: _____

PRINT NAME

Title: _____

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

By: _____

Joni Earl
Chief Executive Officer

APPROVED AS TO FORM

By: _____

Legal Counsel

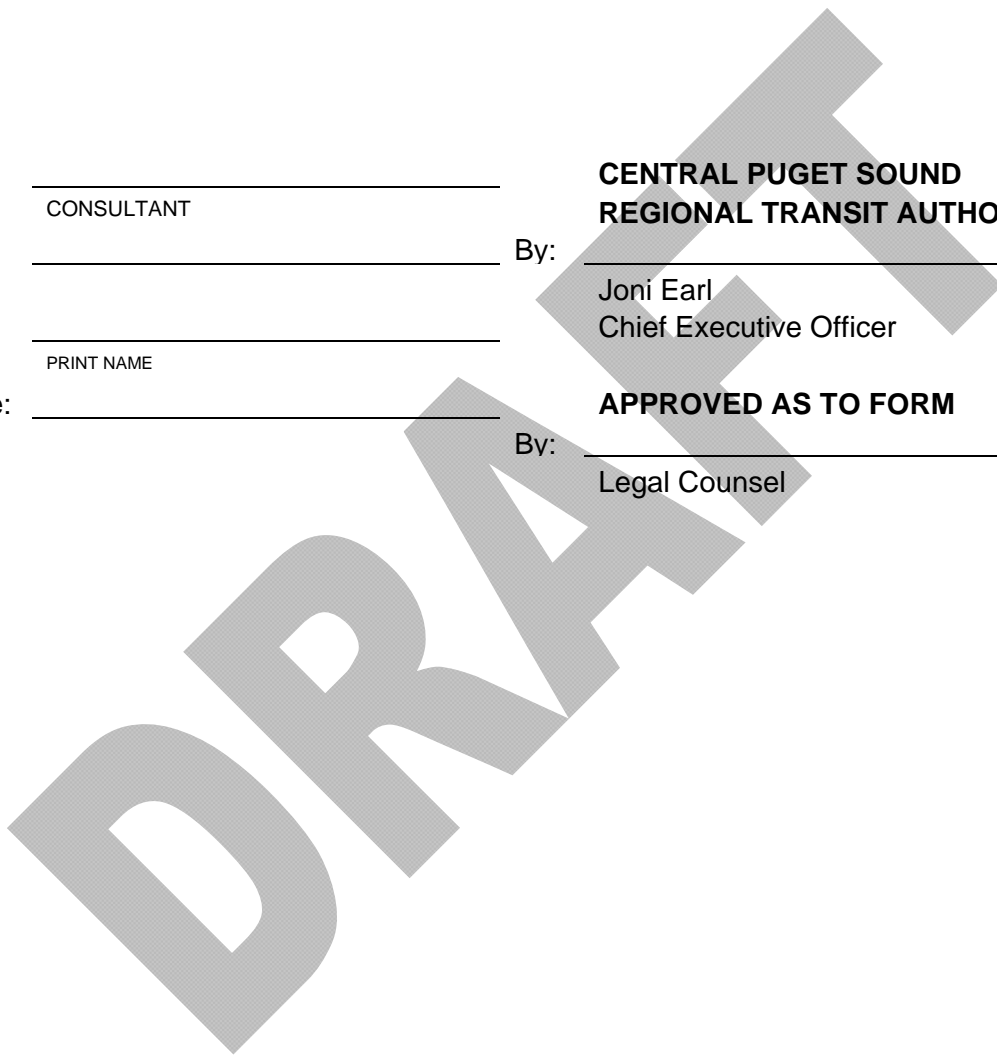


EXHIBIT A WORK PLAN

DRAFT

EXHIBIT B SUMMARY OF FEES

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EXHIBIT C BUDGET BASELINE

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EXHIBIT H ORGANIZATIONAL CHART

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EXHIBIT I OVERHEAD RATES TABLE

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EXHIBIT J CERTIFICATION REGARDING LOBBYING

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

- A. 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 an 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- C. 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands

and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Date

Name and Title of Consultant's Authorized Official

DRAFT

EXHIBIT K CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification:

- a. **By signing and submitting this form, the prospective lower tier participant¹ is providing the signed certification set out below.**
- b. 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, Sound Transit may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to Sound Transit 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.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid/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 [49 CFR Part 29]. You may contact Sound Transit for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this bid or 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.
- f. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the 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.
- g. 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the

¹ "Lower tier participant" includes all contractors, consultants, subcontractors, and subconsultants participating on any of Sound Transit's contracts.

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.

- i. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Sound Transit may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

Consultant: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

EXHIBIT L SMALL BUSINESS COMMITMENT FORM

The Submitter affirms that it has read and understand the provisions in this RFQ setting forth the Small Business (which may include DBE) participation objectives established in this RFQ, and it has complied with all such Small Business participation objectives contained in this RFQ. The Submitter certifies that all documentation (including outreach information) submitted by it to demonstrate such compliance is true and accurate.

Furthermore, the Submitter has listed on the following form all Small Businesses that it will use if awarded the Agreement under this RFQ and whose participation will be counted toward meeting the applicable Small Business participation requirements.

Definitions for Business Participation Plan		
Box	Name	Description
1	Procurement Number	Sound Transit's Procurement Number as listed on the cover of the solicitation document.
2	Procurement Title	Name of procurement as written on the cover of the solicitation document.
3	Company Name	Submitter's company name.
4	Address	Business address of Submitter's office in Sound Transit's locale.
5	City, State, Zip	City, state, zip for Box No. 4 above.
6	Contact Name	Submitter's contact person for this procurement.
7	Contact Phone	Contact's phone number.
8	Contact's Email	Contact's Email address.
9	Small Business Commitment	Total percentage the Submitter commits to including on the contract of proposed subconsultants who are either certified or self-declared Small Businesses, including the Submitter's contribution if Submitter is either a certified or self-declared Small Business.
10	Small Business Goal	Sound Transit's Small Business Goal as listed in the solicitation document.
11	Total Proposal Price (N/A if A&E)	Total Amount of Proposal (N/A if A&E)
12	Small Business Participants	List all Small Business participants, including Submitter, if Submitter is a certified or self-declared Small Business.
13	Small Business Indicator	Indicate the type of certification status or other indicator of each Small Business: Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SB), Small Business Administration (SBA), Americans With Disabilities Act Businesses (ADAB), Other (identify).
14	Description of Work	Brief description of the work to be performed by the proposed Small Business Participant.

- | | | |
|----|---|---|
| 15 | Small Business Participants: Proposed Subcontract Amount (<u>N/A if A&E</u>) | Proposed Subcontract Amount for Small Business Participants, including Submitter if Submitter is a certified or self-declared Small Business. (<u>N/A if A&E</u>) |
| 16 | Small Business Participants: Percent of Proposed Contract | Percentage of Proposed Contract to be performed by Small Business Participants, including Submitter if Submitter is a certified or self-declared Small Business. |
| 17 | Small Business Participants: Subtotal of Proposed Subcontract Amount from attached list, if any, of Small Business Participants (<u>N/A if A&E</u>) | From attached list of Small Business Participants, if any, Subtotal of Proposed Subcontract Amount. (<u>N/A if A&E</u>) |
| 18 | Small Business Participants: Percent of Proposed Contract – Percent from attached list, if any, of Small Business Participants | From attached list of Small Business Participants, if any, Subtotal of Percent of Proposed Contract. |
| 19 | Small Business Participants Total: Proposed Subcontract Amount (<u>N/A if A&E</u>) | Total Proposed Subcontract Amount for all Small Business Participants listed, including Submitter if Submitter is a certified or self-declared Small Business. (<u>N/A if A&E</u>). |
| 20 | Small Business Participants Total: Percent of Proposed Contract | Total Percent of the work to be performed by all Small Business Participants listed, including Submitter if Submitter is a certified or self-declared Small Business. |

FORM CONTINUES ON NEXT PAGE

EXHIBIT K (Continued) SMALL BUSINESS COMMITMENT FORM

Procurement No.	1. <input type="text"/>	Company Name	3. <input type="text"/>	Diversity Contract Goals	
		Address	4. <input type="text"/>	Small Business Commitment	9. <input type="text"/> %
Procurement Title	2. <input type="text"/>	City/State/Zip	5. <input type="text"/>	Small Business & DBE Goal (Including 5% DBE Goal)	10. <input type="text"/> 15%
		Contact Name	6. <input type="text"/>		
		Contact Phone	7. <input type="text"/>		
		Contact Email	8. <input type="text"/>	11. Total Proposal Price ((N/A if A&E)) \$	<input type="text"/>

12. Small Business Participants (May include Submitter if counted towards Goal)	13. Small Business Indicator (DBE, MBE, WBE, Size, etc)	14. Description of Work	Small Business Participants	
			15. Proposed Subcontract Amount (N/A if A&E)	16. Percent of Proposed Contract
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Subtotal and percent from attached list of Small Business participants:			17. \$	18. %
(Please attach a separate list of additional planned Small Business participants, as necessary)			Small Business Participants Total:	
			19. \$	20. %

END OF FORM

END OF DRAFT CONTRACT AGREEMENT

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SECTION THREE SCOPE OF WORK

A. PROJECT DESCRIPTION

The NORTH LINK Light Rail Transit Project is a 4.3 mile extension of the light rail system from the University of Washington Station near Husky Stadium to just south of the Northgate mall consists of a double track configuration with approximately 3.2 miles in twin-bored tunnels with two cut and cover stations serving the University District (Brooklyn Station) and the Roosevelt neighborhoods (Roosevelt Station). The alignment transitions near NE 94th Ave. from tunnels to an elevated guideway and station near the Northgate Transit Center serving the surrounding Northgate area communities and North Seattle...

B. CONSTRUCTION CONTRACT PACKAGING

The following construction contract packages have been preliminarily identified as a minimum for the completion of the NORTH LINK Light Rail Transit Project.

During the Early Work Final Design (FD) phase, seven civil construction contract packages were defined, as summarized below.

1. **N112 – Demolition and Environmental Remediation, Brooklyn and Roosevelt Station Sites**

This contract includes the demolition of existing buildings at the Roosevelt and Brooklyn Station sites, cutting and capping of utilities, HAZMAT remediation and final grading and paving of sites.

2. **N114 – North Portal Site preparation**

This contract includes site preparation, including retaining walls, grading and staging access for the north tunnel portal. This contract may be combined into N130 prior to the advertisement of either N114 or N130.

3. **N120 – TBM Tunnels (UWS to Roosevelt Station) and Brooklyn and Roosevelt Station Excavation**

This contract includes the support of excavation and excavation for the Brooklyn and Roosevelt Station boxes. The buildings in this area will have been demolished by the N112 contractor. All removal, protection, replacement, abandonment and relocation of utilities will be accomplished as part of the station box construction in this contract.

The N120 Contract also includes 2.0 miles of twin-bored tunnels from the Roosevelt Station to the UW Station. The tunnel scope of work includes 14 cross-passages, the tunnel invert and walkway, handrails, drainage piping and sump pumps, fire protection system, exhaust and emergency fans, control systems conduits, tunnel lighting and electrical outlets, corrosion control (stray current), EMI coordination, TE/SC duct banks, 26kV trough, and OCS feeder cable trough.

4. **N130 – TBM Tunnels (North Portal to Roosevelt Station)**

This work includes the construction of 1.2 miles of twin-bored tunnels that run from the North Portal near NE 94th Street to the Roosevelt Station. The tunnel scope of work includes 9 cross-passages, the tunnel invert and walkway, handrails, drainage piping and sump pumps, fire protection system, exhaust and emergency fans, control systems conduits, tunnel lighting and electrical outlets, corrosion control (stray current), TE/SC duct banks, 26kV trough, and OCS feeder cable trough.

5. **N140 – Brooklyn Station Civil and Finishes**

This contract includes construction of the Brooklyn Station finishes, including station structure, elevators and escalators, architectural finishes, and mechanical and electrical systems.

6. **N150 – Roosevelt Station Civil and Finishes**

This contract includes construction of the Brooklyn Station finishes, including station structure, elevators and escalators, architectural finishes, and mechanical and electrical systems.

7. **N160 – Northgate Aerial Guideway and Elevated Station**

This contract includes construction of the aerial guideway for approximately 1.1 miles from the north portal to Northgate Station and the Northgate Station, including station structure, elevators and escalators, architectural finishes, and mechanical and electrical systems.

C. **CONSTRUCTION MANAGEMENT CONSULTANT (CMC) SERVICES**

Sound Transit anticipates awarding the NORTH LINK Project, Construction Management Consultant (CMC) Services contract to a single project/construction management entity for all civil contracts. Given the size of the NORTH LINK segment, the number of contract packages anticipated, and the complexity of the requirements, a team or joint venture of two or more organizations may be necessary.

The selected organization or joint venture will be required to pool its resources to create a project organization that, while addressing the complexity of the multiple contract packaging strategy, will be able to schedule its staff to be available as the project contract segments begin their work activities.

It is also anticipated that Sound Transit will work closely with the CMC to create an integrated staffing and management plan for the North Link project. A preliminary Manpower Schedule by contract year is addressed under Section E, CMC Manpower Schedule, below. This preliminary manpower plan indicates the positions Sound Transit anticipates integrating into the overall organization.

The North Link Principal Construction Manager will assign individual Construction (CMs) and Deputy Construction Managers (DCMs) to each of the Residential Engineering (RE) Teams as their direct project contact for the management of the construction contract packages. Each Link CM or DCM assigned to an RE Team will reside on site with the appropriate RE Team and participate, as a team member, in the daily activities of the Construction Management Consultant (CMC) Team related to their contract package.

CMC Project organization must include the following project components:

1. **Project Manager**

The CMC Services at project level will be managed by a Project Manager (CMC Resource and Commercial Manager) responsible for all CMC scope requirements and reporting to the Sound Transit North Link Principal Construction Manager. All CMC project staff will report to the CMC Project Manager for the administration of the CMC contract.

2. **Underground Construction Specialist**

The Underground Construction Specialist shall have experience in civil engineering projects and construction management on large complex urban civil engineering projects. Soft ground tunneling (SEM and EPBM) and cut-and-cover stations construction experience is desirable.

3. **Resident Engineering Teams**

The CMC will be organized to provide Resident Engineering Support Teams (herein referred to as RE Teams). Each RE Team will be organized to support the scope of work for one or more of the Contract Packages with the appropriate expertise identified under Paragraph B, Construction Contract Packaging, above. The Resident Engineer (RE) will manage the RE Team members assigned to his/her contract segment and, in addition to reporting to the CMC Project Manager for the administration of the CMC contract, will also be responsible to the Link Construction Manager and / or Deputy Construction Managers overseeing their segment for the administration of the construction contract packages.

Timing of the individual contract packages may allow some early packages to be combined and managed by one RE Team. The CMC shall start with one RE Team at project start and be able to ramp up to Five (5) RE Teams. As a minimum, each RE Team must provide the following individual expertise:

- a. Resident Engineer (RE)
- b. Deputy RE – Office Engineer
- c. Lead Team Inspector
- d. Documents/Administrative Support
- e. Contract Change Management (Expedition) Specialist

4. **Technical Resources Support Pool**

In addition to RE Teams, the CMC will provide a pool of Technical Resources and be prepared to add to such resources as the need arises throughout project duration. The CMC shall be able to provide at least one individual for each position identified in the Initial Team list at Notice to Proceed, with full mobilization as indicated on the man-power schedule.

The Technical Resources team members must be licensed professionals in their fields with a minimum of five (5) years of recent experience with similar transit projects.

The CMC Technical Resources pool shall include but not be limited to the following technical support as necessary by the project requirements.

Initial Team

- a. Architect
- b. Civil Engineer
- c. Electrical Engineer
- d. Mechanical Engineer
- e. Structural Engineer
- f. Utilities Engineering Coordinator
- g. Diversity Program Coordinator
- h. IT and Data Management Coordinator
- i. Geotechnical Engineer
- j. Environmental (Haz-Mat) Coordinator

Full Team Additions

- a. Landscape Architect
- b. Commissioning Agent
- c. Arborist
- d. EMI and Vibration Specialists
- e. Permits
- f. Traffic Control Coordinator

5. **Inspection, Testing and Survey Support**

The CMC will also provide the following pool of support teams:

- a. A team of inspectors to support all RE Team lead inspectors, including the following disciplines:

Inspection Team

- (1) Electrical Inspector
 - (2) Building Inspector
 - (3) Civil/Structural Inspector
 - (4) Mechanical Inspector
 - (5) Safety & Security Inspector
 - (6) Tunneling Inspector
 - (7) Utilities Inspector
 - (8) Stray Current – Cathodic Protection Inspector
 - (9) Roofing and Building Envelope Inspector
 - (10) Communications, Signals, and Traction Power Inspector(s)
- b. Contract with a Special Inspection and Testing Firm (WABO certified and approved by the City of Seattle) to provide Quality Assurance (QA) for the Special Inspections and Testing as required by City of Seattle permitting and applicable Building Codes.
 - c. Contract with a Survey Support organization to provide Quality Assurance (QA) Field Survey and verification as necessary to support RE Team activities.
 - d. Contract with a firm providing environmental oversight to provide Quality Assurance (QA) field inspections and consultation as necessary to assure compliance with Federal, State, and local requirements with respect to environmental compliance and mitigation.

6. **Estimating and Scheduling Technical Pool**

The CMC shall provide Estimators and Schedulers in support of the RE Teams' activities. The Scheduling Team shall provide scheduling reviews of the Contractor supplied schedules, create internal schedules, milestones, propose interim milestones, develop schedule impact analysis and analysis of schedules for schedule improvement opportunities, as

required. The CMC shall start with one Project Scheduler and have the ability to increase to three Schedulers, if and when deemed necessary by Sound Transit.

The Estimating Team shall provide review of the Schedule of Values provided by contractors, review change order costs, develop Independent Cost Estimates (ICE) and assist in negotiating project costs in support of the RE Team activities. The CMC shall start with one Project Estimator have the ability to increase to three Estimators, if and when deemed necessary by Sound Transit.

D. SOUND TRANSIT – LINK LIGHT RAIL CONSTRUCTION MANAGEMENT SUPPORT ORGANIZATION

The CMC organization will report through its Project Manager to Sound Transit’s North Link Principal Construction Manager (PCM). The North Link PCM will assign individual Construction Managers (CMs) and Deputy Construction Managers (DCMs) to each of the Residential Engineering (RE) Teams as their direct project contact for the management of the construction contract packages. Each CM and DCM assigned to an RE Team will reside on site with the appropriate RE Team and participate, as a team member, in the daily activities of the Construction Management Consultant (CMC) Team related to their contract package.

Additional project support will be available through Sound Transit’s Construction Management organization, such as Project Controls, Technical Support Staff, CADD, Environmental, Contracts, Legal, Data Management, Quality Assurance, Community Outreach, etc.

E. CMC MANPOWER SCHEDULE

Appendix 2 outlines the expected preliminary manpower plan for the Construction Management Consultant (CMC) as a function of project Construction Contracting Strategies developed. Item numbers relate to Section C, Construction Management Consultant (CMC) Services, above. Changes to this preliminary plan are expected and will be negotiated as they are necessary. The Manpower Schedule has been developed to allow for a clear and consistent response to the Request for Qualifications by all Submitters. A number of positions have been identified as Sound Transit staff and will not have to be duplicated in the CMC proposal.

F. CMC PERFORMANCE EVALUATIONS

Sound Transit may conduct periodic performance evaluations of the CMC commencing 90 days after Notice to Proceed. A written report with results of the evaluation will be provided by Sound Transit to the Construction Management Consultant. If there are areas of performance that Sound Transit determines improvements are needed, recommendations will be provided by Sound Transit.

G. INDIVIDUAL RESPONSIBILITIES

The CMC shall be responsible for the quality, technical accuracy and the coordination of all services furnished under this Agreement. The CMC shall, without additional compensation, correct or revise any errors or deficiencies in the services furnished. The CMC shall provide the services as described in this Section in a professional, complete and competent manner.

The CMC is expected to organize its team in order to provide RE support teams for each of the Contract Packages as defined herein. Some technical services, such as Technical Support and Inspection Services, Field Offices, Estimating, Scheduling, and Safety will be provided as shared resources among all RE teams, under the direction of the CMC Project Manager.

Task 01000 Project Management for Construction Management Consultant (CMC) Contract

- 01001** Prepare project plan including organization matrix, schedule, and budget.
- 01002** Administer the CMC Contract including providing monthly status reports (including reports regarding contract compliance pertaining to DBE and Small Business participation and EEO/Apprentice utilization), invoices and managing sub-consultants.
- 01003** Attend and provide minutes of meetings related to this Contract with Sound Transit management and staff, as directed by the Principal Construction Manager (PCM).
- 01004** Prepare cost proposals and negotiate timely amendments to this Contract.
- 01005** Supervise, coordinate, and direct the CMC staff with respect to the administration of this contract and compliance with Sound Transit policies and procedures. Coordinate with and report to the Principal Construction Manager. Assure appropriately qualified staff is available in support of the project, as requested.
- 01006** Provide the focal point for CMC coordination with Sound Transit staff.
- 01007** As requested, assist Sound Transit's Principal Construction Manager in the planning and scheduling of project partnering between Sound Transit design consultants, contractors, City of Seattle, University of Washington representatives, State agency representatives, WSDOT representatives, King County Metro representatives, local government representatives, transit agencies, community groups, private developers and other stakeholders.
- 01008** Provide periodic reports as requested to the Sound Transit Quality Assurance Manager.
- 01009** Provide pre-construction activities, as requested, including:
- Assist in Design Coordination, Design Reviews, Constructability, Biddability, and Value Engineering reviews.
 - Prior to Advertisement for Bid thoroughly review contract documents for completeness, and to eliminate errors, omissions and conflicts within each Contract and to assure that the requirements of each Contract are consistent with other North Link contracts.
 - Interface with the Civil/Systems Integration Manager to assure critical design and construction issues and/or events are resolved and documented
 - Assist in Bid Evaluations, if requested
 - Prepare bid analyses, if requested
 - Evaluate Contractors for responsibility, if requested
 - Attend bid evaluation meetings, if requested
 - Review and evaluate the EMI, noise mitigation, stray current design, and construction methods.
- 01010** If requested, assist Sound Transit's PCM in conducting the pre-construction conferences, reviewing the Contractor's initial construction schedule, schedule of values, as well as other pre-construction submittals, and answering the Contractor's questions regarding Contract administration
- 01011** Assist in the public information program, as requested by Sound Transit. Coordinate with Sound Transit's program development staff.

01012 Perform other tasks as requested by the PCM.

Task 02000 Resident Engineering (RE)

- 02001** Provide an RE for each of the individual contracting segments of the project reporting to a CMC Project Manager for the administration of the CMC contract and to the assigned CM or DCM for the administration of the Construction Contract. Some technical and support staff can be shared among the individual contracts; however, each RE team must be organized to be able handle the specific construction contract's scope of work.
- 02002** Manage all day-to-day construction activities and be the primary representative to the construction contractors. Direct CMC staff in performance of tasks as described in the Construction Manual or other related ST documents, as periodically amended.
- 02003** Manage and oversee the work of CMC staff reporting to the REs. Assure that all staff understand and meet contract requirements. Coordinate with Sound Transit's Construction Management staff. Coordinate with Sound Transit's Civil and Systems engineering design staff for design support during construction.
- 02004** Act as the focal point for all correspondence received from and sent to the contractor. Respond to all contractor correspondence with assistance from the engineering and Sound Transit staff as necessary.
- 02005** Conduct all weekly construction progress meetings and all other contract related meetings. Prepare and distribute minutes for same.
- 02006** Resolve day-to-day construction disputes, and assist in claims analysis, mitigation and resolution.
- 02007** Assign inspectors to cover the work of construction contractors when they are working on contract required Work. Assure performance and documentation of inspections.
- 02008** Assist in coordinating construction site access, staging logistics, and construction interfaces between contractors and local authorities. Promote cooperation and coordination among all project team members.
- 02009** Monitor contractor's compliance with its own safety programs and ensure that CMC staff complies with the safety policies of the CMC. Ensure that the contractor is complying with all of the appropriate safety requirements.
- 02010** Identify potential change issues, develop and track change notices, change orders, negotiate same, as described in the Construction Manual, as periodically amended.
- 02011** Participate with Sound Transit's Change Control Board, as requested by Sound Transit's CM or DCM.
- 02012** Direct emergency or urgent change work. Track cost-reimbursable work.
- 02013** Review and approve the daily inspection reports of CMC staff and the contractor, documenting inspection, testing and job-site activities.
- 02014** Approve, modify or reject Progress Payment invoices for completed work after quantity checks have been made. Prepare correspondence explaining payment decisions.

- 01015** Review and approve contractor's initial and final detailed baseline construction schedules, and schedule of values, and all monthly updates. Negotiate the same as required.
- 02016** Ensure that the CMC is represented at monthly and specially called meetings of the Joint Administrative Committee (JAC) as defined in the Project Labor Agreement.
- 02017** Oversee contract equipment start-up, testing, commissioning and contract closeout.
- 02018** Determine substantial completion and oversee production of contract punch lists and sign-off on work as it is completed in accordance with the Contract Documents. Oversee the completion of all contractor safety and security certification submittals, inspection, testing and reporting as required by Sound Transit.
- 02019** When appropriate recommend acceptance of the work to the CM / DCM.
- 02020** Assist Sound Transit in securing the Certificate of Occupancy from municipal, county, and state jurisdictions for works as required.
- 02021** Coordinate the delivery and installation of owner provided materials.
- 02022** Provide weekly and monthly construction progress reports to Sound Transit.
- 02023** Complete other Sound Transit required contract close out procedures including completion of the Transition from Construction to Operations forms.
- 02024** Thoroughly understand the requirements of the Construction Contracts, in order to assist CMC staff with resolving contractual issues.
- 02025** Ensure that the response to RFIs, submittals, design changes, etc are full coordinated and in accordance with the Contract.

Task 03000 Office Engineering

- 03001** Assist Resident Engineers (RE) as required including letter writing in accordance with the Construction Manual, as periodically amended.
- 03002** Assist the REs to manage the receipt, distribution, review and compilation of comments, and tracking and return of all submittals and Requests For Information (RFIs) from the contractor. Maintain a tracking list of all submittals, including a weekly update of submittals yet to be submitted or resubmitted by the contractor. Maintain a tracking list and report on all RFIs for which response times have exceeded seven (7) Days. Generate other reports (i.e. for RFIs, Submittals, etc.) as may be requested by ST.
- 03003** Maintain and distribute current contract drawings and specifications, and job-site record drawings. Confirm on a monthly basis that contractor is maintaining record as-built drawings. Maintain an updated set of contract documents at the RE office including all RFIs, work directives, change orders and field clarifications.
- 03004** Identify potential change issues.
- 03005** Maintain logs for submittals, RFIs, Non-Conformance Reports (NCRs), potential change issues, CN-RFPs, CN-WDs and change orders and publish weekly.
- 03006** Prepare weekly RE summary reports.
- 03007** Track materials deliveries and quantities of work performed.

- 03008** Provide contract information to Sound Transit staff, and Sound Transit project development staff.
- 03009** Coordinate with surveying, materials testing and environmental oversight consultants. Confirm that periodic QA survey checks, and QA tests and inspections have been performed.
- 03010** Manage the receipt, storage and handling of all Sound Transit purchased materials. The CMC will assist in arranging for protection, transport and security of these materials through enforcement of materials handling procedures.
- 03011** Provide support services to Sound Transit's Diversity Programs Office to collect and analyze data relating to contract compliance (DBE and Small Business participation, apprentices, pre-apprentices, EEO, etc.)
- 03012** Perform other duties as requested by the RE.
- 03013** Verify Buy America compliance by contractor.
- 03014** Manage and track provisional sum / time and material work. Verify compliance with the contract with respect to wage rates, equipment rates and allowable markups.

Task 04000 Technical Support and Inspection Services for Tunnels, Architectural, Civil, Structural, Utilities, Track, Mechanical, Electrical, etc.

- 04001** Technical support and inspection services can be shared resources among the project contracts and RE teams, to meet the overall requirements.
- 04002** Provide technical and engineering support to CMC staff.
- 04003** Know and apply all plans, specifications, Contract Documents, submittals, RFIs, and applicable codes and design standards.
- 04004** Inspect all on-site and off-site construction activities for conformance with Contract Documents.
- 04005** Provide input to RFI responses and design interpretations when applicable. Ensure timely responses from the design team on RFIs and Submittals by facilitating communication between the contractors and the design team.
- 04006** Coordinate design and specification clarification from appropriate Sound Transit Civil and Systems engineering design staff.
- 04007** Complete Inspector's Daily Reports as required by the Construction Manual, as periodically amended, and the Inspection Instructions.
- 04008** Identify any work that is not in conformance with the Contract Documents. Establish and maintain documentation of non-conforming work in accordance with the Construction Manual, as periodically amended. Assist the RE in tracking all corrective measures to resolve any and all nonconforming Work.
- 04009** Attend and participate in weekly safety tool box meetings conducted by the contractor. Document all issues discussed at these meetings.
- 04010** Assist the REs and Office Engineer in reviewing monthly progress payments.
- 04011** Witness and observe all quality control testing activities conducted by the contractor. Assist the RE in coordinating and conducting all quality assurance testing.
- 04012** Track and inspect all material deliveries, storage and protection, if assigned to this CMC.

- 04013** Report all unsafe working conditions.
- 04014** Monitor and track all delays and extra work.
- 04015** Take and log construction photos (digital, video, and regular)
- 04016** Provide Quality Assurance (QA) for special inspection services as required by the municipal, county, and state jurisdictions by providing an independent testing agency, when required.
- 04017** Prepare a punch list at every milestone. Track open items until completed. Coordinate the inspections of the municipal, county, and state jurisdictions as required.
- 04018** Perform other inspection services as requested.
- 04019** Assist with coordinate shutdown, work-a-rounds and re-energization of affected utilities and traffic lanes as appropriate.
- 04020** Perform duties as described in the Construction Manual, as periodically amended.
- 04021** Maintain as-builts, and check contractor's as-builts monthly. Provide a line item status on as-build progress in the project monthly report.
- 04022** Provide expert assistance and advice on soft ground tunneling (EPBM) and cross-passage construction (SEM) and cut-and-cover stations construction, as requested. Assist the RE's and the ST staff in assuring compliance of the construction contractors with contract requirements.

Task 05000 Field Office

- 05001** Sound Transit will procure the field offices for use by the CMC through the ST construction contracts. The CMC shall assist with the set up and will maintain the two principal field offices (Roosevelt and Northgate) to house CMC personnel and approximately twelve Sound Transit employees and other consultants. Sound Transit shall provide all furniture, phones, utilities, office equipment, computers, software, and Internet computer service. The CMC shall procure small office materials as required. Satellite offices will be provided for CMC use at Brooklyn and the North Portal. Those offices will be maintained by the construction contractors for ST's use.
- 05002** Work cooperatively with Sound Transit's Information Technology division and comply with the Sound Transit Information Technology protocols.
- 05003** Provide other office services as directed by the PCM.

Task 06000 Construction Estimating

- 06001** Prepare independent cost estimates of proposed changes for comparison with contractor's cost proposals and establish a negotiating position, using format(s) supplied by Sound Transit and following ST documented process and procedures.
- 06002** Support REs in change order price negotiation.
- 06003** Prepare value-engineering estimates.
- 06004** Prepare claims analyses and estimates.
- 06005** Perform cost-benefit analyses of proposed accelerations, schedule workarounds, and claim mitigation.
- 06006** Prepare documentation for submission to Sound Transit's Change Control Board.

Task 07000 Contract Change Management (Expedition) Specialist

- 07001** Review Contract correspondence and basis of proposed Contract changes.
- 07002** Provide advice to REs, respond to inquiries and prepare draft correspondence.
- 07003** Ensure that all contract issues raised by contractors are addressed and resolved.
- 07004** Manage change order documentation and the change order tracking system.
- 07005** Identify potential disputes and issues and monitor related activities.
- 07006** Log potential claims, document actions and provide periodic reports to Sound Transit.
- 07007** Advise and assist REs and Schedulers in dispute avoidance / mitigation approaches.
- 07008** Provide timely analysis of claims and recommend appropriate negotiating strategies.
- 07009** Advise and assist REs in change / claim negotiation and strategy.
- 07010** Manage construction contract closeout.
- 07011** RE team to review all O & M and warranty submittals to assure they meet approved submittals and specifications.
- 07012** RE team to receive all close-out materials, spare parts, etc. and distribute them to Sound Transit's Facilities and Maintenance Group at the time of project turnover.
- 07013** Prepare and input all required information into the Link Light Rail Construction to Operations Transition Form

Task 08000 Scheduling for Construction Contracts

- 08001** Review Contractor's Preliminary Construction Schedule
 - Create a checklist of Contract requirements to use when reviewing the schedule. The review will consist of the following:
 - Validation of the Critical Path
 - Schedule content
 - Correct usage of task relationships
 - Open starts and Open ends
 - Constraints / Milestones
 - Coordinate the review process with the RE and ST CM personnel. Draft letters for accepting and rejecting the contractor's schedule, explaining clearly the problems and what items need to be corrected and when to resubmit.
- 08002** Review Contractor's Detailed Construction and Monthly Updates
 - Verify compliance with the Contract documents using the same process and requirements for the Preliminary Design and Construction schedules. Verify Change Orders have been entered appropriately and are being tracked.
 - Prepare a written narrative for the RE explaining the review process, findings and recommendations and the basis for acceptance or rejection of the schedule.

- Ensure the review process by the Sound Transit project team is completed in a timely manner and in accordance with Contract timelines for reviewing schedules and submittals.

08003 Monthly Progress Status Report Review

- Review the contractor's monthly progress status report and verify that the report is in compliance with the Contract documents. Create a checklist of Contract requirements to use when reviewing the monthly progress report.
- Provide a summary monthly narrative report highlighting those areas and work activities of concern that can delay the project or have a high potential for delaying the project. The report should be concise, to the point, and easy to read coordinate the format with the RE.
- Prepare suggested work around schedules to mitigate delays and other schedules such as delay claim analysis scenarios as requested by the RE.

08004 Reporting /Trends

- Lead the project team in the development of monthly reports for the monitoring and tracking of the project schedule and costs. At the minimum, the following will be tracked and monitored:
 - Critical Path
 - Float
 - Cash Flow Projections
 - Actual Durations
 - Sequence Revisions
 - Percent Complete
- Develop a set of Tabular Earned Value reports that will track the following:
 - Schedule Variance
 - Schedule Performance Index (SPI)
- Develop a Tabular Cost Report using Excel Spreadsheets that contains the following information:
 - Total Budget
 - Earned Last Period
 - Earned this Period
 - Earned to Date
 - Estimate to Complete
 - Estimate At Completion
- Coordinate with Sound Transit and the project team to develop other monthly graphical and tabular reports and special reports as requested.

08005 Provide Monthly Cost and Schedule Reporting

- Produce a monthly construction contract schedule report
- Produce a monthly construction contract cost report

- Provide roll-up cost and schedule information to Sound Transit for inclusion in the overall monthly Project report.

- 08006** Use Oracle Primavera P6 or newer, to maintain and analyze schedules.
- 08007** Keep a parallel RE As-Built schedule of work items to document when work actually occurred and to document other changes and/or impacts to the schedule which are not documented in the Contractor's schedule(s)
- 08008** Assess the schedule for schedule improvement / delay mitigation opportunities and advise the RE and CM/DCM of the opportunities, and the cost and schedule implications.

Task 09000 Construction Safety and Security

The North Link Construction Management Consultant (CMC) will monitor and report on the Contractor's Site Safety Program. In conjunction with Sound Transit construction safety personnel, this will require sufficient on-site Construction Safety Professionals to provide daily monitoring and reporting on the practices by the contractor to ensure a safe work site. This responsibility includes, but is not limited to, the following required activities for the Construction Management Consultant:

- 09001** Provide a daily report, both verbal and writing, to the Sound Transit Construction Safety Manager of safety activities and work tasks
- 09002** Monitoring and documenting safety practices of the contractor for each work location
- 09003** Review, comment, and provide recommendations for each Contractor Site Safety Plan and other safety submittals
- 09004** Review, comment, and provide recommendations for each Contractor Job Hazard Analysis
- 09005** Review, comment, and provide recommendations for each Contractor Accident/Incident Report
- 09006** Review, comment, and provide recommendations for safety impact of each Contractor Construction Work Plan
- 09007** Review each Contractor's Daily Safety Report
- 09009** Perform monthly at least one Site Safety Surveillance to crosscheck a Job Hazard Analysis for a specific task or activity
- 09010** Perform a monthly Site Safety documentation audit for each contractor to confirm all contract required documentation has been satisfactorily submitted
- 09011** Prepare a daily and combined weekly site safety report and email to the Sound Transit Construction Safety Manager, PCM and CM/DCM assigned to the Contract
- 09012** Attend weekly meetings with the Sound Transit Construction Safety Manager to report and discuss all accidents, near misses, incidents, lost time accidents, reportable and non-reportable injuries, first aid reports, drug and alcohol testing, safety issues or concerns, and any or all safety-related topics.

The Construction Management Consultant (CMC) and Sound Transit shall work together to maintain at least one competent safety person on site for each hour of each shift of contractor work. The CMC shall have a competent person who is a Certified Safety Professional as manager for its safety staff. For purposes of this contract, a competent safety person is an individual who has a 30-hour OSHA Construction Safety Certificate

and has worked as a site-safety professional in underground tunneling for at least two years.

Task 10000 Administrative/Clerical

- Provide skilled administrative/clerical personnel to support the RE.
- Provide personnel proficient in Word, Excel, Expedition and SharePoint.
- Create, log, copy, distribute file all Contract correspondence and paperwork.
- Take and distribute meeting minutes.
- Perform office administrative tasks as directed by the RE.

Task 11000 Additional Construction Management Services

- Perform other construction management services as directed by the Principal Construction Manager.

Task 12000 Quality Assurance Surveying Services

12001 Provide the professional standard of care for services provided and ensure that survey work is supervised by a Professional Land Surveyor licensed in the State of Washington.

12002 Have the capability of performing survey work to an accuracy of Second Order Class II. The accuracy of specific survey tasks shall be in accordance with the requirements specified in the construction contract specifications or as directed by the Sound Transit Construction Management.

12003 Surveying services may include, but are not limited to, the following:

- Horizontal and vertical geometric alignment verification.
- Structure and utility layout and clearance verification, right-of-way and easement verifications.
- Verification of measurements made for payment quantities.
- Specialized tunnel surveying including alignment and deformation measurements.
- General quality assurance surveillance of survey work and the placement of construction work performed by construction contractors.
- Provide professional survey services regarding interpretation of survey results and related issues, as may be requested by Sound Transit.
- Other survey work, as may be requested by Sound Transit.

Task 13000 Quality Services

13001 Manage all CMC quality activities.

13002 Provide monthly quality reports to the PCM / CM / DCM.

13003 Subcontract specialized quality services as required.

13004 Provide additional quality services as directed by the PCM.

13005 Oversee the Contractor's Quality Control/Assurance program. Assure that proper inspection and quality control standards are observed. Assure that all work complies with the Contract Documents and standards of applicable jurisdictions.

13006 Direct the activities of the CMC surveying, environmental and materials testing laboratory sub-consultants

Task 14000 Quality Testing Services

14001 Perform quality assurance and verification testing services in accordance with the construction Contract Documents, and as directed by the RE.

14002 Perform on-call quality verification testing and consulting services as directed by the RE or as requested the PCM / CM / DCM. and approved by the PCM.

14003 Provide off-site verification inspections and testing, as requested.

14004 Provide other quality inspections, test and services, as requested.

14005 Provide Special Inspections and Testing, as required by City of Seattle permits and applicable building codes, as requested

Task 14100 Provide Environmental Inspection and Testing Services

14110 Asbestos Abatement Oversight

- Review Contractor's Asbestos Work Plan and provide comments, revisions, and approvals.
- Review all permits and notifications prepared and submitted by the contractor.
- Provide a qualified Person with a minimum of 4-6 years of experience to serve as a quality control inspector during every shift when asbestos abatement contractors are working.
- Verify proper handling and disposal tracking of asbestos waste.
- Perform visual clearances of areas of asbestos abatement.
- Conduct clearance air sampling to verify final cleanup following abatement.
- Review contractor pre-abatement and clearance air sampling results. Direct contractor in the collection and analysis of air samples, re-sampling, TEM analysis, additional abatement, and additional cleaning of ACM.
- Provide inspection services following discovery of previously unidentified suspect ACM during demolition activities.
- Review Contractor's post-abatement closeout documentation, including records of abatement activities, disposal certification, WISHA-required air monitoring documentation, and worker's medical surveillance results.

14120 Stormwater / Wastewater Management

- Review Stormwater Monitoring Plans for contract segments, at the direction of the Resident Engineer to ensure that they are adequate and being properly updated and implemented
- Monitor discharges of stormwater to conveyance systems as specified in the Project NPDES Permit.

- Monitor discharges of construction process and waste waters to POTW conveyance systems; review wastewater pre-treatment and handling plans; be able to interface with POTW operators, inspectors and enforcement personnel to ensure contractor compliance with Waste Discharge Authorization and similar process water disposal permits.
- Review Contractor submittals consisting of the Storm Water Pollution Prevention Plan(s) prepared for each contract segment, including all necessary updates to the SWPPPs.
- Monitor the contractor's implementation of the SWPPPs for each of the construction areas. Review monthly Discharge Monitoring Reports (DMR) for submission to the Department of Ecology, POTW operators, and other receptors of wastewater and stormwater discharge. These reporting documents will be prepared by the contractor, and the CMC consultant will review to verify accuracy.
- Inspect and monitor contractor's construction site stormwater Best Management Practices (BMP) and Temporary Erosion and Sediment Controls during construction. Provide inspection reporting documentation to Sound Transit on a weekly basis, or as frequently as deemed necessary by the Construction Manager
- Be available to accompany Sound Transit and/or Department of Ecology representatives for site inspections or as needed.

14130 Underground Storage Tank Removals, Remediation Oversight and Waste Management

- Review all permits and notifications obtained, prepared and submitted by the contractor as required for the proper removal of underground storage tanks (UST) and completion of all other remediation activities.
- Review contractor's UST Removal Work Plans, remediation work plans and the qualifications of contractor's UST removal and site remediation subcontractors and personnel.
- Inspect the contractor's cleaning and removal of underground tanks, oil-water separators, and contaminated environmental media. Support Sound Transit in responding to discoveries of unknown contaminated media by providing sampling and analytical services, remediation planning and documentation, and regulatory advisement and participation in meetings with regulators as appropriate.
- Witness and observe contractor's excavation of contaminated soil and/or ground water. Provide direction as to the extent of excavation required to achieve remediation goals.
- Collect and analyze confirmation samples to document contaminant levels in residual soils.
- Provide contractor with approvals for backfilling excavations. Oversee emplacement and compaction of excavation backfill materials.
- Review contractor's records submitted following completion of UST removals and upon completion of site remedial measures, including results of analyses performed, transportation and disposal manifests, waste profile sheets,

certifications of final disposal, and closure checklists submitted to Department of Ecology.

- Prepare tank closure and remediation assessment reports as required by regulation.
- Support Sound Transit in the review of contractor's Construction Waste Management Plans; screen proposed receiving facilities for the treatment, handling, recycling and/or disposal of construction wastes and spoil.

14140 Wetland/Stream Mitigation Construction Oversight

- Review all permits and environmental commitments associated with wetland/stream impacts.
- Conduct routine inspections during construction to ensure activities do not affect more wetland/stream area than permits/commitments allow.
- Coordinate with Sound Transit environmental staff if permit modifications are required. Assist in permit modification documentation.
- Provide staff with expertise to review and approve plant material or other submittals specific to wetland/stream mitigation prior to installation.
- Conduct routine inspections during mitigation project construction to ensure project is implemented according to permits and mitigation plans.
- Review as-built drawings of grading, planting and other mitigation features. Ensure as-built drawings reflect actual conditions.
- Provide documentation throughout project regarding mitigation construction installation.

Task 15000 Diversity/ Small Business / Project Labor Agreement (PLA) Support Services

For the Contractor and each subcontractor at all tiers, on a monthly basis, via electronic and hard copy:

15001 Collect Small Business and DBE participation data,

- Monitor Small Business and DBE participation, and
- Report Small Business and DBE participation data.

15002 Collect workforce utilization and demographics data (EEO),

- Monitor workforce utilization for all subcontractor tiers, and
- Report workforce utilization and demographics data.

15003 Collect apprenticeship utilization and demographics data,

- Monitor apprenticeship utilization, and
- Report apprenticeship utilization and demographic data.

15004 Monthly review and report of all workforce personnel actions.

15005 Participation in monthly reporting meeting with Sound Transit Diversity Programs Office.

Task 16000 Utilities Engineering and Third Party Coordinator

- 16001** Working with Sound Transit's Utility Engineer, coordinate with local utilities, governments and agencies as to design, utilities, protection, hold points, schedule coordination, permits and other third-party issues as required.
- 16002** Work with Sound Transit's Utility Engineer to negotiate, draft and obtain all relevant agreements, which comply with Sound Transit's contracting requirements, with third parties during construction.
- 16003** Assist the Sound Transit Utility Engineer, as requested.

Task 17000 Electromagnetic (EMI) Specialist and Coordinator

- 17001** Coordinate with Sound Transit and the University of Washington as to the design and installation of EMI cable, risers, and monitoring equipment.
- 17002** Review Contractor's design and installation of EMI cable, risers, monitoring locations, and monitoring equipment.
- 17003** Witness the installation and test to ensure test results comply with the standards and thresholds established by the University of Washington and agreed to by Sound Transit.

Task 18000 Noise/Vibration Specialist and Coordinator

- 18001** Coordinate with Sound Transit and the University of Washington as to the design and installation of the vibration mitigation design elements, i.e., rail fasteners, crossover, plinth design, and coordinate with the Civil Contractor to ensure the borehole locations and monitoring equipment is as defined in the Contract Documents.
- 18002** Coordinate with the Communications Contractor related to fiberoptic interface with monitoring and equipment routing to Operations Control Center.
- 18003** Witness the installation and testing to ensure the test results comply with standards and thresholds established by the University of Washington and agreed to by Sound Transit.

Task 19000 Document Control Representative (DCR)

- 19001** Provide the services of full-time personnel to assist the Construction Management organization with document control support at each construction field office.
- 19002** Collect, retain, retrieve, distribute, and transmit project documents, including baseline documents, reference documents, project reports, communications and transmittals, engineering drawing, contract documents, quality records and other project records.
- 19003** Maintain project files in hard-copy and electronic retention systems. Retention of electronic files is primarily accomplished through scanning, posting, and indexing original documents, as well as cataloging and storing project email in shared project mailbox(es).
- 19004** Assist field office staff and others with the timely retrieval of documents. Support document retrieval and assembly requirements in connection with internal and other audits.
- 19005** Support contract closeout activities.

- 19006** Conduct periodic quality assurance audits on all documents, files, databases and file storage systems. Perform quality assurance checks on documents and associated metadata for hard copy, email and items uploaded to SharePoint by the contractor and others, provide feedback and ensure compliance with ST requirements.
- 19007** Perform other support functions such as photocopying and ordering printing services.
- 19008** Verbally and electronically, as appropriate, communication with Sound Transit, engineering, construction management, operations and contractor staff on a daily basis, as necessary, to facilitate performance of the document control work.
- 19009** Utilize the current adopted procedures, to include the ST Project Control Policies and Procedures, the Contract Manager Data Entry Manual, the ST Construction Manual, as periodically amended, the Document Control Desktop Instructions for SharePoint, and others as appropriate.

END OF SCOPE OF WORK

SECTION FOUR SUBMITTAL FORMS

SUBMITTAL FORMS CHECKLIST

Instructions:

The following documents constitute the Form of Submittal. Failure to submit all the required forms may cause a Submittal to be Submitters are advised to read carefully all portions of the Contract Documents and to comply with all requirements therein.

No.	FORM
<input type="checkbox"/>	Submittal Form 1 Receipt of Addenda
<input type="checkbox"/>	Submittal Form 2 Certification Regarding Conflicts of Interest
<input type="checkbox"/>	Submittal Form 3 Business Commitment Form
<input type="checkbox"/>	Submittal Form 4 Business Outreach Documentation Form
<input type="checkbox"/>	Submittal Form 5 Equal Employment Opportunity (EEO) Report Form
<input type="checkbox"/>	Submittal Form 6 Certification Regarding Lobbying
<input type="checkbox"/>	Submittal Form 7 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

PROPOSAL PACKAGES RECEIVED WITHOUT THE ABOVE DOCUMENTS MAY NOT BE CONSIDERED FOR AWARD

All Forms are attached.

SUBMITTAL FORM 1 RECEIPT OF ADDENDA

PROCUREMENT NO. RTA/AE 0175-011

The Submitter acknowledges receipt of addenda to the solicitation numbered and dated as follows:

Submitter: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

END OF FORM

SUBMITTAL FORM 2 CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Submitter hereby certifies that to the best of its knowledge and belief, performance of the services described in the Scope of Work will not create any conflicts of interest for the Submitter, any affiliates, any proposed subconsultants or key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

OR

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants or key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest _____

Proposed Remedy _____

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

END OF FORM

SUBMITTAL FORM 3 BUSINESS COMMITMENT FORM

The Submitter affirms that it has read and understand the provisions in this RFQ setting forth the Small Business (which may include DBE) participation objectives established in this RFQ, and it has complied with all such Small Business participation objectives contained in this RFQ. The Submitter certifies that all documentation (including outreach information) submitted by it to demonstrate such compliance is true and accurate.

Furthermore, the Submitter has listed on the following form all Small Businesses that it will use if awarded the Agreement under this RFQ and whose participation will be counted toward meeting the applicable Small Business participation requirements.

NOTE: Submitters are advised that this form is submitted as part of an RFQ for Architectural & Engineering (A&E) Services, therefore dollar amounts shall not be provided in the SOQ, and the commitments shall be expressed as percentages of the work. However, the percentages indicated shall relate to the Submitter's project scope assumptions.

Definitions for Business Participation Plan		
Box	Name	Description
1	Procurement Number	Sound Transit's Procurement Number as listed on the cover of the solicitation document.
2	Procurement Title	Name of procurement as written on the cover of the solicitation document.
3	Company Name	Submitter's company name.
4	Address	Business address of Submitter's office in Sound Transit's locale.
5	City, State, Zip	City, state, zip for Box No. 4 above.
6	Contact Name	Submitter's contact person for this procurement.
7	Contact Phone	Contact's phone number.
8	Contact's Email	Contact's Email address.
9	Small Business Commitment	Total percentage the Submitter commits to including on the contract of proposed subconsultants who are either certified or self-declared Small Businesses, including the Submitter's contribution if Submitter is either a certified or self-declared Small Business.
10	Small Business Goal	Sound Transit's Small Business Goal as listed in the solicitation document.
11	Total Proposal Price (N/A if A&E)	Total Amount of Proposal (N/A if A&E)
12	Small Business Participants	List all Small Business participants, including Submitter, if Submitter is a certified or self-declared Small Business.
13	Small Business Indicator	Indicate the type of certification status or other indicator of each Small Business: Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SB), Small Business Administration (SBA), Americans With Disabilities Act Businesses (ADAB), Other (identify).

14	Description of Work	Brief description of the work to be performed by the proposed Small Business Participant.
15	Small Business Participants: Proposed Subcontract Amount (<u>N/A if A&E</u>)	Proposed Subcontract Amount for Small Business Participants, including Submitter if Submitter is a certified or self-declared Small Business. (<u>N/A if A&E</u>)
16	Small Business Participants: Percent of Proposed Contract	Percentage of Proposed Contract to be performed by Small Business Participants, including Submitter if Submitter is a certified or self-declared Small Business.
17	Small Business Participants: Subtotal of Proposed Subcontract Amount from attached list, if any, of Small Business Participants (<u>N/A if A&E</u>)	From attached list of Small Business Participants, if any, Subtotal of Proposed Subcontract Amount. (<u>N/A if A&E</u>)
18	Small Business Participants: Percent of Proposed Contract – Percent from attached list, if any, of Small Business Participants	From attached list of Small Business Participants, if any, Subtotal of Percent of Proposed Contract.
19	Small Business Participants Total: Proposed Subcontract Amount (<u>N/A if A&E</u>)	Total Proposed Subcontract Amount for all Small Business Participants listed, including Submitter if Submitter is a certified or self-declared Small Business. (<u>N/A if A&E</u>).
20	Small Business Participants Total: Percent of Proposed Contract	Total Percent of the work to be performed by all Small Business Participants listed, including Submitter if Submitter is a certified or self-declared Small Business.

FORM CONTINUES ON NEXT PAGE

SUBMITTAL FORM 3 (Continued) BUSINESS COMMITMENT FORM

CMC Services for North Link

Procurement No.	1. RTA/AE 0175-11	Company Name	3.
		Address	4.
Procurement Title	2. CMC Services for North Link	City/State/Zip	5.
		Contact Name	6.
		Contact Phone	7.
		Contact Email	8.

Diversity Contract Goals	
Small Business Commitment	9. %
Small Business Goal	10. 15% (including 5% DBE Goal)

11. Total Proposal Price ((N/A if A&E)) \$ _____

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12. Small Business Participants (May include Submitter if counted towards Goal)	13. Small Business Indicator (DBE, MBE, WBE, Size, etc)	14. Description of Work	Small Business Participants	
			15. Proposed Subcontract Amount (N/A if A&E)	16. Percent of Proposed Contract
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Subtotal and percent from attached list of Small Business participants:			17. \$	18. %
(Please attach a separate list of additional planned Small Business participants, as necessary)			19. \$	20. %
Small Business Participants Total:				

RFQ No. RTA/0175-11

END OF FORM

SUBMITTAL FORM 4 BUSINESS OUTREACH DOCUMENTATION FORM

Page ___ of ___

The Submitter shall submit this form as part of its SOQ as documentation of its efforts to reach out to Small Businesses, including DBEs, to participate in the Agreement under this RFQ. Sound Transit may request the Submitter provide additional information regarding its efforts. Attach additional forms as necessary.

By submitting this Form, the Submitter certifies it contacted the identified Small Businesses, including DBEs, in an effort to solicit their participation in performance of the work in the Agreement under this RFQ.

Is Subcontracting anticipated for this Contract: _____ Yes or _____ No

1. **Firm Name:** _____
Contact Person: _____
Area of Expertise: _____
DBE and Small Business Status: _____
Date Contacted: _____
Response: _____
2. **Firm Name:** _____
Contact Person: _____
Area of Expertise: _____
DBE and Small Business Status: _____
Date Contacted: _____
Response: _____
3. **Firm Name:** _____
Contact Person: _____
Area of Expertise: _____
DBE and Small Business Status: _____
Date Contacted: _____
Response: _____
4. **Firm Name:** _____
Contact Person: _____
Area of Expertise: _____
DBE and Small Business Status: _____
Date Contacted: _____
Response: _____

END OF FORM

SUBMITTAL FORM 5 EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORT FORM
For Team and Firms on Professional Services and A&E Contracts
(Submit for each firm on the Submitter's team)

Legal name of business _____

Telephone No: _____

dba (if applicable) _____

Street address _____

City _____ State _____ Zip Code _____

Submitted by: _____ Title _____ Date _____

IRS Employer Identification Number: _____

TEAM PROFILE

If you are the Submitter, please provide the following information on the personnel on the team. Otherwise, skip to the next section.

1. The total number of persons on the team: _____
2. The total number and percentage of people of color / minorities on the team:
#_____ %
3. The total number and percentage of women on the team: #_____ %
4. The total number and percentage of persons with disabilities on the team:
#_____ %

FIRM PROFILE

Do you have any employees? No _____ Yes _____

1. **If yes**, list on the Employment Data Chart on the proceeding page the total number of employees for all businesses located in King, Pierce and Snohomish Counties.
2. **If yes, but no employees in King, Pierce and Snohomish Counties**, list the total number of employees for all businesses located in Washington State. _____
3. **If yes, but no employees located in Washington State**, list the total number of employees for all businesses located in the state of the principal place of business or nation-wide. Indicate which geographic area this report covers _____.

FORM CONTINUES ON NEXT PAGE

SUBMITTAL FORM (Continued) EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORT FORM

This report covers Business Location(s) in:

(circle one): [King, Pierce and Snohomish Counties; Washington State; Other States]

for the Payroll Period ending (Month/Day/Year): _____

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

*Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ **If no employees, write "0"**

Percentage of People of Color/Minority: _____%

Percentage of Persons with Disabilities _____%

Contact the Sound Transit Diversity Program Division at (206) 398-5047 or 398-5388, if you have any questions concerning completion of this form.

END OF FORM

PROPOSAL FORM 6 CERTIFICATION REGARDING LOBBYING

The undersigned (Contractor) certifies to the best of his or her knowledge or 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 an 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. Section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Bidder: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

END OF FORM

PROPOSAL FORM 7 CERTIFICATION OF PROPOSER REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

Instructions for Certification:

1. **By signing and submitting this form, the prospective lower tier participant¹ is providing the signed 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, Sound Transit may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Sound Transit 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," "persons," "lower tier covered transaction," "principal," "bid/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 [49 CFR Part 29]. You may contact Sound Transit for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid or 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Sound Transit.
6. The prospective lower tier participant further agrees by submitting this bid or proposal that it will include the 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of 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 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered

¹ "Lower tier participant" includes all contractors, consultants, subcontractors and subconsultants participating on any of Sound Transit's contracts.

transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Sound Transit may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion"

- 1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

Submitter: _____
(Type or Print Company Name)

By: _____
(Signature) (Title)

Print Name: _____

END OF FORM

SECTION FIVE EXHIBITS

EXHIBIT A, RECOMMENDED COST PROPOSAL FORMAT

Prime or Joint Venture (J.V.) Firm Name

Key Individuals	Estimated Hours	Rate	Total
John Doe, PM			
Jane Doe, Key Position			
Jim Doe, Key Position			
Etc.			
Support Staff			
Administrative Staff (As applicable, etc.)			
SUBTOTAL			
OVERHEAD		%	%
TOTAL LABOR & OH			
FIXED FEE -computed at a percentage of labor & overhead			
DIRECT COSTS (Prime or J.V. Firm)			
List Other Direct Costs (as applicable, etc.)			
TOTAL DIRECT COSTS			
TOTAL FOR (Firm Name)			

Subconsultant (Name)

Same format as above

TOTAL CONTRACT AMOUNT

\$

END OF FORM

EXHIBIT D, REQUEST FOR INFORMATION (RFI) FORM



PLEASE FAX YOUR QUESTIONS TO: **206-689-3351**; Attn: **Raymund Fernandez**,
Senior Construction Contracts Specialist, Procurement & Contracts Division

RFQ NO. RTA/AE 0175-11
CMC Services for North Link

Date: _____

Page 1 of _____

Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

SUBJECT: _____

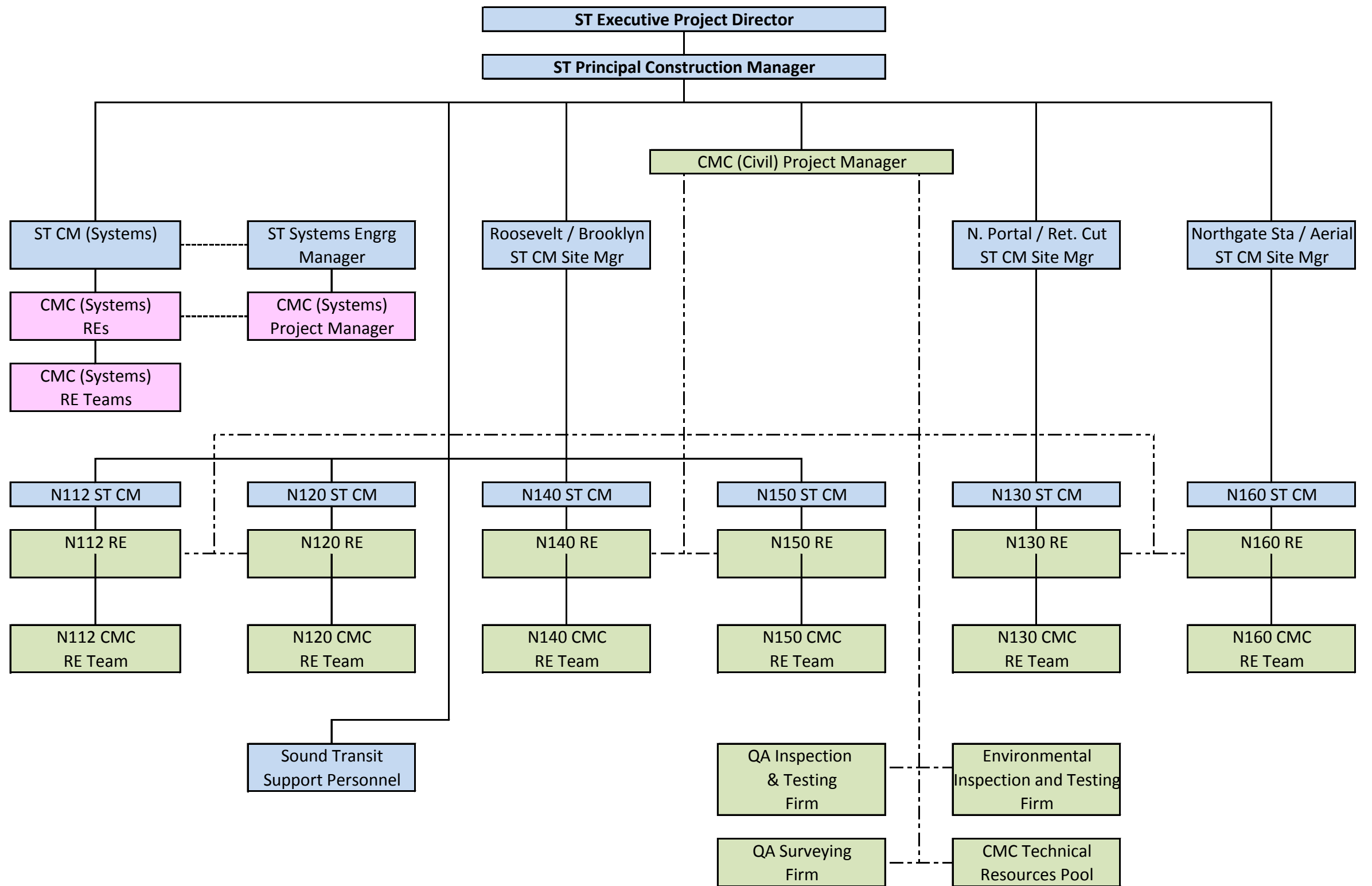
Information Requested:

END OF FORM

SECTION SIX APPENDICES

APPENDIX 1 NORTH LINK CONSTRUCTION MANAGEMENT CONSULTANT – SOUND TRANSIT ORGANIZATION CHART

North Link Construction Management Organization



APPENDIX 2 NORTH LINK CONSTRUCTION MANAGEMENT CONSULTANT – MANPOWER
SCHEDULE (SAMPLE FORMAT)

**North Link Construction Management Consultant
Proposed Manpower Staffing Schedule**

		For Statement of Qualifications Submittal																												Additional Information for Cost Proposal Submittal																				
	Position/Individual	2012				2013				2014				2015				2016				2017				2018				2019				2020				2021				TOTAL	FTE's (mo.)	Hours	Hrly. Rate (\$)	OH Rate	Labor & OH	Fee 1%	ODC	TOTAL (\$)
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4													
1.00	Project Management	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	6	528			\$10,560	\$106	\$10	\$10,676
1.01	Project Manager		1.0																																			1.0	3	528	\$10.00	100%	\$10,560	\$106	\$10	\$10,676				
1.05	Administrative Support		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.00	Resident Engineering Teams	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	30	528			\$10,560	\$106	\$10	\$10,676				
2.01	Resident Engineer		1.0																																			1.0	3	528	\$10.00	100%	\$10,560	\$106	\$10	\$10,676				
2.02	Office Engineer / Assistant RE		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.03	Change Order Management Specialist		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.04	Estimator		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.05	Scheduler		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.06	Office Manager / Administration		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.07	Project Controls Specialist		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.08	Document Control Clerk		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.09	Clerical Assistance		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
2.10	Other Office Assistance Categories		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.00	Resident Engineering Team Inspectors	0.0	11.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	82.0	36	528			\$10,560	\$106	\$10	\$10,676				
3.01	Field Engineer / Lead Inspector		1.0																																			1.0	3	528	\$10.00	100%	\$10,560	\$106	\$10	\$10,676				
3.02	Tunneling Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.03	Civil/Struct Inspectors		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.04	Utility Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.05	Building Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.06	Electrical Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.07	Mechanical Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.08	Stray Current-Cath Protection Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.09	Roofing and Bldg Env. Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.10	Comm, Signal, Test Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.11	Safety/Security Inspector		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
3.12	Other Categories of Inspectors		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.00	Tech Resources Team	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	36	528			\$10,560	\$106	\$10	\$10,676				
4.01	Underground Construction Specialist		1.0																																			1.0	3	528	\$10.00	100%	\$10,560	\$106	\$10	\$10,676				
4.02	Project Controls Support		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.03	Structural Engineer		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.04	Electrical Engineer		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.05	Mechanical Engineer		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.06	Geotechnical Engineer		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.07	Landscape Architect		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.08	Commissioning Agent		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.09	Arborist		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.10	EMI and Vibration Spec.		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.11	Permits		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
4.12	Diversity Projgram Coordinator		1.0																																			1.0	3				\$0	\$0	\$0	\$0				
	TOTAL	0	35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35.0	105.0	2112			\$42,240	\$422	\$40	\$42,702				
5.00	Inspectors, Testing & Sppts	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	39	0			\$0	\$0	\$0	\$0								
5.01	QA Testing and Special Inspection		2.0																																			2.0	6				\$0		\$0	\$0				
5.02	QA Surveying		3.0																																			3.0	9				\$0		\$0	\$0				

APPENDIX 3 NORTH LINK CONSTRUCTION SCHEDULE (ANTICIPATED)

Activity ID	Activity Name	Duration	Start	Finish	1	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	022
					Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
North Link Construction Schedule - Executive Summ...																
N112 - Roosevelt & Brooklyn Demolition, Utilities, Site P...																
N1120100	Contract AD, Bid & Award	12.07m	21-Nov-11	16-Nov-12												
N1120200	Construction Phase to Final Completion	6.01m	21-Nov-11	18-May-12												
N1120200	Construction Phase to Final Completion	6.06m	18-May-12	16-Nov-12												
N120 - Roosevelt & Brooklyn Box Excavation, TBM Oper...																
N1200100	Contract AD, Bid & Award	59.91m	17-Jul-12	23-Jun-17												
N1200100	Contract AD, Bid & Award	8.01m	17-Jul-12*	14-Mar-13												
N1200200	Construction Phase to Final Completion	51.90m	14-Mar-13	23-Jun-17												
N114 - North Portal Site Preparation																
N1200210	Contract AD, Bid & Award	20.19m	11-Mar-13*	07-Nov-14												
N1200210	Contract AD, Bid & Award	6.01m	11-Mar-13*	06-Sep-13												
N1200220	Construction Phase to Final Completion	14.18m	06-Sep-13	07-Nov-14												
N130 - North Portal Excavation & TBM Operation to Roo...																
N1200230	Contract AD, Bid & Award	63.24m	05-Jul-13	20-Sep-18												
N1200230	Contract AD, Bid & Award	8.60m	05-Jul-13*	20-Mar-14												
N1200240	Construction Phase to Final Completion	54.64m	20-Mar-14	20-Sep-18												
N180 - Trackwork																
N1200250	Contract AD, Bid & Award	68.42m	22-Apr-14	10-Dec-19												
N1200250	Contract AD, Bid & Award	16.27m	22-Apr-14*	24-Aug-15												
N1200260	Construction Phase to Final Completion	49.16m	23-Nov-15*	10-Dec-19												
N160 - Aerial Guidway & Northgate Station																
N1200270	Contract AD, Bid & Award	46.65m	28-May-15	01-Apr-19												
N1200270	Contract AD, Bid & Award	9.05m	28-May-15*	24-Feb-16												
N1200280	Construction Phase to Final Completion	37.60m	24-Feb-16	01-Apr-19												
N150 - Roosevelt Station Civil & Finishes																
N1200290	Contract AD, Bid & Award	37.85m	08-Jul-16	21-Aug-19												
N1200290	Contract AD, Bid & Award	8.40m	08-Jul-16*	17-Mar-17												
N1200300	Construction Phase to Final Completion	29.45m	17-Mar-17	21-Aug-19												
N140 - Brooklyn Station Civil & Finishes																
N1200310	Contract AD, Bid & Award	44.83m	12-Oct-16	22-Jun-20												
N1200310	Contract AD, Bid & Award	9.30m	12-Oct-16*	18-Jul-17												
N1200320	Construction Phase to Final Completion	35.53m	18-Jul-17	22-Jun-20												
N185 - North Link Combined System Contract																
N1200340	Construction Phase to Final Completion	23.25m	28-Nov-18	27-Oct-20												
N1200340	Construction Phase to Final Completion	23.25m	28-Nov-18*	27-Oct-20												
Testing & Commissioning																
N1200360	Construction Phase to Final Completion	14.25m	27-Oct-20	30-Dec-21												
N1200360	Construction Phase to Final Completion	14.25m	27-Oct-20	30-Dec-21												



APPENDIX 4 NORTH LINK REFERENCE DRAWINGS

(REFERENCE DRAWINGS TO BE ISSUED BY FORTHCOMING ADDENDUM)