

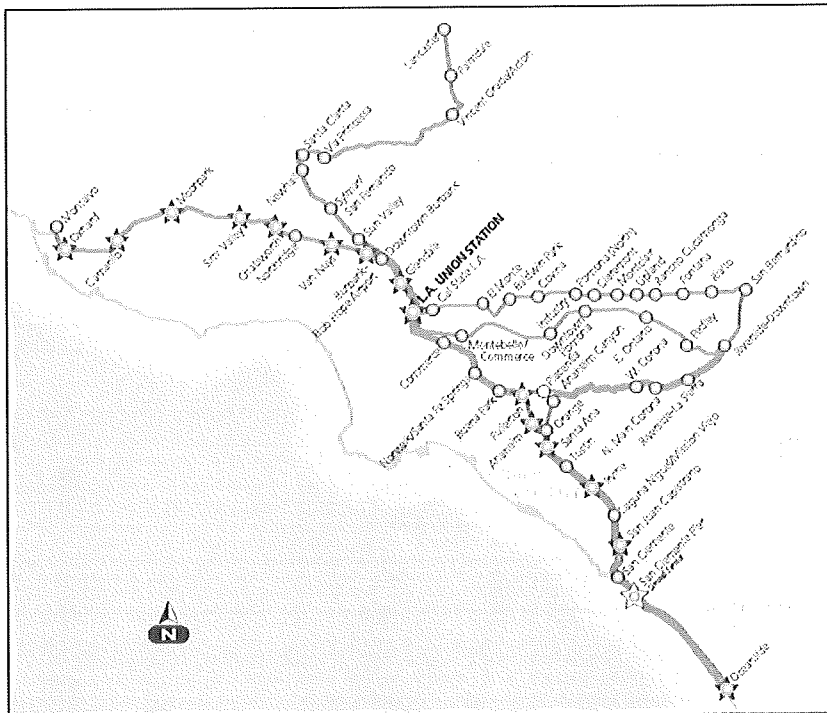
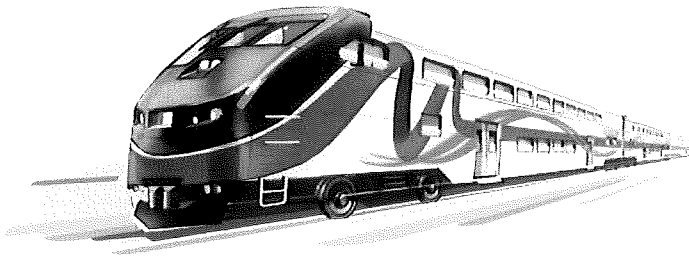
# METROLINK®

Southern California Regional Rail Authority

## CONFORMED CONTRACT

NO. EN108-14

### ON-CALL EMERGENCY RESPONSE FOR FUEL AND BIOHAZARD CLEANUP, ENVIRONMENTAL COMPLIANCE & CONSULTING SERVICES



#### MEMBER AGENCIES

Los Angeles County  
Metropolitan Transportation Authority

Orange County  
Transportation Authority

Riverside County  
Transportation Commission

San Bernardino  
Associated Governments

Ventura County  
Transportation Commission

## CONTRACT AGREEMENT

between

Burns & McDonnell  
1 Pointe Drive, Suite 540  
Brea, CA 92821-7634  
Telephone: 714-256-1595  
Fax: 714-256-1764

Project Manager:  
M. Mitch Monroe  
[mmonroe@burnsmcd.com](mailto:mmonroe@burnsmcd.com)

Direct: 650-871-2660  
Mobile: 650-255-4323

And

Southern California Regional Rail  
Authority  
One Gateway Plaza, 12<sup>th</sup> Floor  
Los Angeles, California 90012  
(hereinafter "Authority")

**CONTRACT NO. EN108-14**

**ON-CALL EMERGENCY RESPONSE  
FOR FUEL AND BIOHAZARD CLEANUP,  
ENVIRONMENTAL COMPLIANCE &  
CONSULTING SERVICES**

**AWARDED: 10/11/2013**

Not-to-Exceed Amount for  
Base Term: \$750,000

Authority Project Manager:

Name: Tracy Berge  
Telephone: 213-452-0241  
Fax: 213-452-0429  
Email: [berget@scrra.net](mailto:berget@scrra.net)

Contract Administrator:

Name: Amy Wang  
Telephone: 213-452-0237  
Fax: 213-452-0425  
Email: [wanga@scrra.net](mailto:wanga@scrra.net)

*Rmn*  
*3/24/2014*

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO. EN108-14  
ON-CALL EMERGENCY RESPONSE FOR FUEL AND BIOHAZARD CLEANUP,  
ENVIRONMENTAL COMPLIANCE & CONSULTING SERVICES**

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*3/26/2014*

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This Agreement is made and entered into as of this 14th day of March 2014 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "Authority") and BURNS & MCDONNELL INC. (hereinafter referred to as "Consultant").

## RECITALS

WHEREAS, Authority is a joint powers Authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A - Scope of Services" (hereinafter referred to as "Services");

WHEREAS, as authorized by the Board on October 11, 2013, Authority desires to hire Consultant(s) to perform On-Call Emergency Response for Fuel and Bio-hazard Clean-up, Environmental Compliance and Consulting Services. Board authorized the award of this Agreement for the not-to-exceed amount of \$750,000 for the initial three year term.

WHEREAS, Consultant has indicated it is qualified to perform such Services and (1) has reviewed all the available data furnished by Authority pertinent to the Services to be rendered; (2) has inspected and reviewed the Services to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

### 1. SCOPE OF SERVICES

- A. Consultant will perform On-Call Emergency Response for Fuel and Bio-hazard Clean-up, Environmental Compliance and Consulting Services as described in ATTACHMENT A - SCOPE OF SERVICES. Attachment A - Scope of Services is attached hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby Authority may, at its sole discretion, augment or supplant the Services with its own forces or forces of another Consultant or entity. Consultant will cooperate fully with Authority's staff or other Consultant or entity that may be providing similar or the same Services for Authority. Authority is under no obligation to award any CTO Services to any Consultant under this Agreement.

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## 2. PERIOD OF PERFORMANCE

The period of performance shall be for three years from April 1, 2014 to March 31, 2017, with one two-year option that may be exercised at the sole discretion of Authority. The specific period of performance for each Contract Task Order will be identified in the Contract Task Orders. The Agreement may be extended beyond the option period solely for the purpose of completing in-process work on an awarded CTO.

## 3. NOTICE TO PROCEED

Except as specifically authorized in writing by Authority, Consultant is not authorized to perform Services under the Agreement until the effective date of the Notice to Proceed. Upon the effective date of the Notice to Proceed, Consultant shall be available to commence Services and comply with all terms and conditions of the Agreement. Consultant shall diligently perform the Services to completion within the time limits specified in the Article entitled PERIOD OF PERFORMANCE and as specified in the Contract Task Orders.

## 4. CONTRACT TASK ORDERS

Consultant shall perform Services under this Agreement as specified in written Contract Task Orders (hereinafter referred to as "CTO") issued by Authority. Authority shall not be obligated to pay costs in excess of the not-to-exceed price set forth in each CTO. Consultant shall perform the CTO Services and all obligations under this Agreement within such price.

Authority will issue a written Request for CTO Proposal (see Exhibit 1), which shall include a scope of work, to Consultant for submission of a detailed CTO proposal. The request will include, as needed, a description of the Services to be performed, the required schedule, and any special conditions related to the performance of the Services. Authority shall not be obligated to pay costs incurred prior to the effective date of the CTO.

Consultant's proposal shall be detailed and respond completely to Authority's request. The proposal shall include, but not be limited to:

- a. A description of the Services to be performed under the CTO, in sufficient detail to allow for Authority's evaluation and/or an independent cost estimate.
- b. A detailed listing of any information required by Consultant, from Authority or a third party, in order for Consultant to perform the Services. The time at which the information is required must be provided.
- c. A list of the Subconsultants to be used in the performance of the Services. For each Subconsultant, identify: the specific service(s) to be provided; the

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personnel, by function and labor title, to be used; the estimated labor hours for each, and whether the Subconsultant is a certified DBE.

- d. A detailed cost breakdown for the proposed Services which includes, (1) the labor rate [excluding fee (i.e., profit)] and all overhead for Consultant personnel, by labor title, to be used in the performance of the CTO, (2) the labor rate [excluding fee (i.e., profit)] and all overhead for the Subconsultant personnel, by function, to be used in the performance of the CTO, (3) other direct costs (e.g., material, equipment, reproduction), (4) any other known costs, and the proposed fee [i.e., profit], and (5) a cost/resource loaded schedule to be submitted in hard copy and electronically in Microsoft™ Project.
- e. The negotiated not-to-exceed cost for the CTO will be in effect for the duration of the CTO.
- f. The process for revising an approved CTO shall include all the requirements of the prior language of this Article. The Request for Proposal and CTO forms for revisions are included in Exhibit 1.

#### 4.1 Proposal Review and Approval

Upon receipt of Consultant's proposal, Authority will review the proposal, may have an independent cost estimate performed, and may negotiate any terms (e.g., assignment of consultant and subconsultant personnel, labor hours, schedule) and/or costs specific to the CTO.

Authority will issue an approved Request for CTO Proposal (see Exhibit 1). Each CTO will include (1) a CTO and Project numerical designator; (2) the description of the CTO Services, (3) the period of performance, schedule of deliverables; and milestones, if applicable, and (4) the not-to-exceed price for the CTO which shall not be exceeded without receipt of an approved revision to the CTO.

Consultant shall start CTO Services immediately upon receipt of a signed CTO. If the CTO includes interim milestones or levels of design, approval may be given for only a portion of the Services. Consultant may not proceed to the next milestone, or level of design, until it receives a written approval from the Public Safety & Environmental Manager.

#### 4.2 Costs Requiring Pre-approval

Overtime or premium labor rate charges must be approved by Authority's Manager, Engineering, in writing, prior to being incurred. No overhead will be paid on overtime or premium work by non-exempt employees.

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## 5. COMPENSATION

For Consultant's full and complete performance of its obligations under this Agreement, Authority's maximum cumulative payment obligation under this Agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) annually for a total not-to-exceed Seven Hundred Fifty Thousand (\$750,000) dollars for the contract base term, including all amounts payable to Consultant for all costs including but not limited to direct labor; other direct costs, including any subcontracts; indirect costs including but not limited to leases, materials, taxes, insurance and profit.

The schedule of costs incorporated as Exhibits A and B, corresponding to services to be performed as set forth in Attachment A – Scope of Services shall establish the basis for periodic payments to Consultant, as follows:

### A. Labor

Authority will compensate the Consultant using the Fully Burdened Labor Rates (FBLR) as shown in Exhibit A. The overhead rate for the initial contract year will be 163.93% and shall be used until an overhead rate for subsequent contract years has been established and incorporated into the Agreement by a written Amendment.

### B. Direct Costs

1. Consultant will be reimbursed a fixed Management Cost of \$4,000 a month.
2. Subcontracted service costs, previously authorized by Authority under a CTO, will be billed at the rates listed in Exhibits A and B and must be substantiated with copies of receipts and invoices from vendors and suppliers. There is no fee, markup or additive to these costs.
3. Consultant-provided equipment shall be billed at the unit rates included in Exhibits A and B. There is no fee, markup or additive to these costs.

### C. Subconsultant

All costs associated with providing subcontracted services are allowable only to the extent that such costs are expressly negotiated as part of the CTO costs and approved by Authority. All Subconsultant costs, if not included as part of Exhibit A and B, may be approved as a result of negotiations or on a case-by-case basis.

The costs must be segregated in Consultant's or Subconsultants accounting system at the time of occurrence. No markup is allowed on Subconsultant costs.

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D. Travel

All travel and per-diem or subsistence costs are allowable only to the extent that such costs are pre-approved within the amount negotiated and set forth in each CTO, and in compliance with the SCRRA Travel Policy (Exhibit 4).

**6. PAYMENT**

A. Invoicing

Consultant shall invoice Authority on a monthly basis no later than the 15<sup>th</sup> of each month. Consultant shall furnish information as may be requested by Authority to substantiate the validity of an invoice.

B. Consultant shall email the invoice to:

Email Address

Accountspayable@scrra.net  
Attn: Accounts Payable

with a copy to:

BergeT@scrra.net  
Attn: Tracy Berge

Electronic submission of invoices is Authority's preferred method.

or

Mailing Address

Southern California Regional Rail Authority  
One Gateway Plaza, 12th Floor  
Los Angeles, CA 90012  
Attn: Accounts Payable

with a copy to:

Southern California Regional Rail Authority  
One Gateway Plaza, 12th Floor  
Los Angeles, CA 90012  
Attn: Tracy Berge

C. Each invoice shall include as a minimum the following information:

- Contract number and CTO identification numbers

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- Time period covered by the invoice
  - Amount of payment requested
  - Certified Payroll Data (see Exhibit 3)
- D. Copies of payroll data submitted by the Consultant shall include the name, employee number, classification, direct hourly labor rate, dates and hours of work performed by all professional and clerical employees. The contract number (EN108-14) and CTO number must be shown on all supporting payroll data. If overtime work was performed by non-exempt employees, the overhead factor shall apply only to the straight time portion of the premium rate. Overtime must be approved in advance, in writing, by Authority. No overtime will be paid for exempt employees. The Payroll Data shall be signed by the Project Manager, as well as a designated payroll representative.
- E. Authority shall remit payment within thirty (30) calendar days of approval of the invoices by Authority's Project Manager.
- F. At its sole discretion, Authority may decline to make full payment for any services until such time as Consultant has documented, to Authority's satisfaction, that Consultant has fully completed all required Services.
- G. In the event Authority should overpay Consultant, such overpayment shall not be construed as a waiver of Authority's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of Authority, Consultant shall immediately reimburse Authority the entire overpayment.

## 7. PROMPT PAYMENT TO SUBCONSULTANTS

Consultant agrees to make prompt payment to all Subconsultants for satisfactory services performed on a CTO. For purposes of this Agreement "prompt payment" shall mean payment of all invoices substantiated to Consultant's requirements no later than ten (10) working days from Consultant's receipt of payment from Authority. Should Consultant retain partial payment of Subconsultant's invoice to insure performance on a CTO or for any other reason, Consultant agrees to make payment of such retainage within fifteen (15) working days of satisfactory completion of the CTO services or other obligation. Consultant shall not retain subconsultant retainage pending Authority's payment of Consultant's retainage. Failure of Consultant to make prompt payment as defined in this clause or to delay payment without prior written consent of Authority shall constitute noncompliance with this Agreement, which may result in appropriate administrative sanctions which may include withholding of payment of Consultant's invoice by Authority until payment is made to the Subconsultant or termination of the Agreement. Consultant shall include a prompt payment clause in all agreements between Consultant and Subconsultants.

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## 8. PAYMENT OF TAXES

Consultant shall pay all taxes and duties applicable to and assessable against any work, equipment, materials, services, processes, and operations incidental to or involved in the Agreement, including but not limited to retail sales and use, transportation, export, import, business, and special taxes, as required to pay by laws and regulations. Consultant is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. Consultant will maintain auditable records, subject to Authority reviews, confirming that tax payments are current at all times. The CTO not to exceed ("NTE") amounts shall include compensation for all taxes that Consultant is required to pay by laws in effect on the date the CTO was issued.

## 9. INSPECTION AND AUDIT

Consultant agrees that Authority or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement during normal business hours. Consultant will be given a written notice ten (10) days prior to the start of an audit. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by Consultant for a period of three (3) years after completion of this Agreement unless Authority's written permission is given to dispose of material prior to this time.

## 10. COST ACCOUNTING

Consultant claims for cost reimbursement and Consultant estimates for negotiating purposes will be allowable only to the extent that costs incurred or cost estimates are consistent with federal cost principles. Consultant shall consistently apply the same cost accounting system, from the initial cost proposal through close-out which shall include final indirect cost rates, for all work performed under this Agreement.

## 11. NOTIFICATION

All notices hereunder concerning this Agreement and the services to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Authority:

Southern California Regional Rail Authority  
One Gateway Plaza, 12th Floor  
Los Angeles, CA 90012  
Attn: Amy Wang  
Sr. Contract & Compliance Administrator

To Consultant:

Burns & McDonnell  
1 Pointe Drive, Suite 540  
Brea, CA 92821-7634  
Attn: M. Mitch Monroe  
Project Manager

*BMH*  
*3/26/14*

## 12. AUTHORITY AND CONSULTANT'S REPRESENTATIVES

### A. Authority's Project Manager

Authority's Project Manager under this Agreement shall be Tracy Berge, Public Safety & Environmental Manager.

### B. Consultant's Key Personnel

The following are Consultant's key personnel, shown with their roles in the services to be provided:

| <u>Name</u>            | <u>Role</u>                                  |
|------------------------|--|
| M. Mitch Monroe, PG    | Project Manager                              |
| Patrice Martin         | Environmental Practice Leader                |
| Galen Kenoyer, PG, PhD | Quality Assurance / Quality Control (QA/QC)  |
| Chad Richardson        | Biohazards/Emergency Waste Removal Team Lead |

Authority awarded this Agreement to Consultant based on Authority's confidence and reliance on the expertise of Consultant's key personnel described above. Consultant shall not reassign key personnel or assign other personnel to key personnel roles until Authority approves a replacement in writing. If the performance of any of Consultant's key personnel is not acceptable in the sole judgment of Authority, Authority reserves the right to require replacement of such unsatisfactory personnel.

## 13. TERMINATION FOR CONVENIENCE

Authority may terminate this Agreement for Authority's convenience at any time by giving Consultant ten (10) days written notice thereof. Upon receipt of said notice, Consultant shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Thereafter Consultant shall have no further claims against Authority under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become Authority property upon date of such termination.

## 14. TERMINATION FOR BREACH OF AGREEMENT

A. If Consultant fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, Authority may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default, which is acceptable to Authority within the time specified in Authority's notice of default, then Authority may terminate this Agreement due to Consultant's breach of this Agreement.

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*3/26/14*

- B. If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then Authority may immediately terminate this Agreement.
- C. If Consultant violates the Compliance with Lobbying Policies, Authority may immediately terminate this Agreement.
- D. In the event Authority terminates this Agreement as provided in this article, Authority may procure, upon such terms and in such manner as Authority may deem appropriate, Authority may procure On-Call Emergency Response for Fuel and Bio-hazard Clean-up, Environmental Compliance and Consulting Services and Consultant shall be liable to Authority for all of its costs and damages, including, but not limited to, any excess costs.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become Authority property upon date of such termination.
- F. If, after notice of termination of this Agreement under the provisions of this article, it is determined for any reason that Consultant was not in default under the provisions of this article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the article entitled Termination for Convenience.
- G. The rights and remedies of Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **15. ASSIGNMENT**

This Agreement, any interest herein or claim hereunder, may not be assigned by Consultant either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by Consultant, without the prior written consent of Authority. Consent by Authority shall not be deemed to relieve Consultant of its obligations to comply fully with all terms and conditions of this Agreement.

## **16. SUBCONSULTANTS**

Authority hereby consents to Consultant's subcontracting of portions of the Services to the parties identified below for the functions described in Consultant's Proposal. Consultant shall include in each subcontract agreement the stipulation that Consultant, not Authority, is solely responsible for payment to the Subconsultant for the amounts owing and that the Subconsultant shall have no claim, and shall take no action against Authority, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by Consultant.

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**Subconsultants Names and Addresses****Services to Be Performed**

United Pumping Service, Inc.  
1400 Valley Blvd.  
City of Industry, CA. 91746  
Attn: Art Castellanos  
Tel. (626) 961-9326  
Fax. (626) 336-7734

Biowaste and hazardous materials  
spill clean-up and disposal

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American Environmental Testing  
Laboratory, Inc.  
2834 N. Naomi Street  
Burbank, CA. 91504  
Attn: Jim Lin  
Tel. (818) 845-8200  
Fax. (818) 845-8840

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Analytical testing and reporting for  
soil, groundwater and storm water  
samples

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CalScience Environmental  
Laboratories, Inc.  
7440 Lincoln Way  
Garden Grove, CA 92841  
Tel. (714) 895-5494  
Fax. (714) 894-7501  
Attn: Eric Wu, President

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Analytical testing and reporting for  
soil, groundwater and storm water  
samples

**17. INDEPENDENT CONSULTANT**

- A. Consultant's relationship to Authority under this Agreement is that of an independent consultant. Consultant's personnel performing work under this Agreement shall at all times be under Consultant's exclusive direction and control and shall be employees of Consultant and not employees of Authority. Consultant shall pay all wages, salaries and other amounts due its employees in connection with work performed under this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
- B. Consultant shall perform and exercise, and require its Subconsultants/ Suppliers to perform and exercise due professional care and competence in the performance under this Agreement. Consultant shall be responsible for the professional quality, technical accuracy, completeness and coordination of Agreement, it being understood that Authority will be relying upon Consultant's professional competency.

**18. INSURANCE**

Throughout the duration of this Agreement, Consultant shall maintain the following insurance, which shall be first dollar-coverage insurance, unless approved in writing by Authority, not subject to self-insurance. Consultant shall not of its own initiative cause

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such insurance to be canceled or materially changed during the course of this Agreement.

Within 10 days after receiving Notice of Award, Consultant shall furnish to Authority an endorsement showing the required insurance coverages for Consultant and their Subconsultants and further providing that:

Minimum Limits of Insurances: Consultant shall maintain limits no less than:

A. Commercial General Liability to include Products/Completed Operations, Independent Consultant, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:

1. Primary Bodily Injury Liability Limits of \$2,000,000 per occurrence, and
2. Primary Property Damage Liability Limits of \$ Employer's Liability with limits of \$2,000,000 per occurrence.
3. Combined single limits of liability for Primary Bodily Injury and Primary Property Damage of \$2,000,000 per occurrence, \$4,000,000 annual aggregate.

B. Automobile Liability with the following limits:

1. Primary Bodily Injury with limits of \$1,000,000 per occurrence; and
2. Primary Property Damage with limits of \$1,000,000 per occurrence; or
3. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2,000,000 per occurrence.

C. Workers' Compensation Insurance with the limits established and required by the State of California.

D. Employer's Liability with limits of \$1,000,000 per occurrence.

E. Environmental Liability with limits of \$4,000,000 per claim and aggregate

F. Railroad Protective Liability Insurance:

Consultant shall provide, with respect to the operations they or any of their subcontractors perform on any property of Authority as per criteria shown in "Rules and Requirements for Construction on Railway Property," Railroad Protective Liability Insurance, AAR, AASHTO (ISO/RIMA) form, in the name of:

Insured:

Southern California Regional Rail Authority (SCRRA)

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*3/26/14*

Additionally Insured:

Burlington Northern Santa Fe Corporation (BNSF)  
Los Angeles County Metropolitan Transportation Authority (MTA)  
National Railroad Passenger Corporation (Amtrak)  
Orange County Transportation Authority (OCTA)  
Riverside County Transportation Commission (RCTC)  
San Bernardino Associated Government (SANBAG)  
Union Pacific Railroad Company (UPRR)  
Ventura County Transportation Commission (VCTC)  
Others at the request of Authority

The policy shall have limits of liability of not less than \$5 million per occurrence, combined single limit, for coverage and for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of Property, including the loss of use thereof. A \$10 million annual aggregate shall apply.

Authority and its member agencies, and their officers, directors, employees, and agents are named as an additional insured via endorsement on commercial general liability and automobile reliability insurance with respect to performance hereunder.

The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.

Thirty (30) days prior written notice of cancellation or of material change in coverage shall be given to Authority by endorsement.

Consultant and Subconsultants shall also provide evidence of insurance coverage within ten (10) days of policy renewal or any change to the terms of the insurance coverage.

"Occurrence," as used herein, means any event or related exposure to conditions which result in bodily injury or property damage.

Any deductibles or self-insured retentions (SIR) must be declared to and approved in writing by Authority. At the option of Authority, either Consultant shall reduce or eliminate such deductibles or self-insured retentions with respect to this Agreement to be awarded shall procure a bond guaranteeing the amount of the deductible or self-insured retention. If Authority agrees in writing to a deductible or self-insured retention, then Consultant shall be responsible for the full cost of such deductible or self-insured retention.

If Consultant insurance coverage excludes or limits any coverage required under Authority's contract terms and conditions, either by endorsement or policy excluded coverage, Consultant must provide, with the original submittal and all renewal

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submittals, a copy of those policy restrictions for approval by Authority. Such policy endorsements, exclusions, limitations, or any alteration of Authority required insurance coverage must be approved in writing by Authority. Failure to comply may result in Authority's termination of the Agreement, at the sole discretion of Authority.

## **19. INDEMNITY**

Consultant shall indemnify, defend and hold harmless Authority, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of Consultant) which arise from or connected with any alleged act and/or omission of Consultant, its officers, directors, employees, representatives, agents, Subconsultants or Suppliers. This indemnity shall survive the termination of this Agreement and/or final payment thereunder.

## **20. SUSPENSION OF SERVICES**

Authority may at any time and for any reason within its sole discretion issue a written order to Consultant suspending, delaying, or interrupting all or any part of the services for a specified period of time.

Consultant shall comply immediately with any written order suspending the services that it receives from Authority, and take all reasonable steps to minimize allocable costs covered by the suspension period. Consultant shall resume performance of the suspended Services upon expiration of the notice of suspension, or upon direction of Authority.

## **21. CHANGES IN SCOPE OF WORK**

By written notice or order, Authority may, from time to time, order work suspension or make changes to this Agreement or Contract Task Orders (CTOs). Changes in the services shall be mutually agreed to and incorporated into an amendment to this Agreement or a CTO Revision. Upon execution of an amendment or CTO revision, Consultant shall perform the services, as amended. Amendments to the Agreement may require prior approval by Authority's Board of Directors, and in all instances require prior signature of authorized representative of Authority.

## **22. SUBMITTAL OF CLAIMS BY CONSULTANT**

Consultant shall file any and all claims with Authority's Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable Authority to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence

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giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by Consultant.

Even though a claim may be filed and/or in review by Authority, Consultant shall continue to perform in accordance with this Agreement.

### **23. EQUAL OPPORTUNITY**

In connection with the execution of this Agreement, Consultant shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental condition, political affiliation, sexual orientation or marital status. Consultant shall take action to ensure that applicants and employees are treated without regard to the above.

### **24. STANDARD OF PERFORMANCE**

- A. Consultant shall perform and exercise, and require its Subconsultants to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Agreement. Consultant shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that Authority will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the services assigned to them. Authority shall have the right, at its sole discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the services at no additional fee or cost to Authority, if Authority considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing services under this Agreement under this Article shall not be re-assigned to perform services under this Agreement without Authority's prior written approval.

### **25. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES**

To ensure compliance with Authority's Ethics Policy, Consultant shall provide written notice to Authority disclosing the identity of any individual who Consultant desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of Authority, or (2) served as a Board Member/Alternate or an employee of Authority within the previous 12 months of the date of the proposed employment or retention by Consultant. Consultant's written notice

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shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

## **26. DISQUALIFYING POLITICAL CONTRIBUTIONS**

In the event of a proposed amendment to this Agreement, Consultant shall provide a written statement disclosing any contribution(s) of \$250 or more made by Consultant or its Subconsultant within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of Consultant or Subconsultant.

## **27. COMPLIANCE WITH LAW**

Consultant shall familiarize itself with and perform the services required under this Agreement in conformity with requirements and standards of Authority, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by services under this Agreement. Consultant shall also comply with all Federal, California and local laws and ordinances.

## **28. WHISTLEBLOWER REQUIREMENTS**

No Consultant shall adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et seq.

## **29. COMPLIANCE WITH LOBBYING POLICIES**

- A. Consultant agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by Authority in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with Authority's Ethics Policy.
- B. If Consultant (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with Authority's Ethics Policy, such failure shall be considered a material breach of this Agreement and Authority shall have the right to immediately terminate or suspend this Agreement.

## **30. PUBLIC RECORDS ACT**

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of Authority's business, including materials submitted by Consultant in its proposal and during the course of performing the services under this Agreement, shall become the exclusive property of Authority and may be deemed public records.

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*3/24/14*

Said materials may be subject to the provisions of the California Public Records Act. Authority's use and disclosure of its records are governed by this Act.

- B. Authority will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. Authority will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by Consultant. Authority will endeavor to notify Consultant of any request of the disclosure of such materials. Under no circumstances, however, will Authority be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of Authority or its officers, employees and/or Consultants.
- C. In the event of litigation concerning the disclosure of any material submitted by Consultant, Authority's sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. Consultant, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold Authority harmless from all costs and expenses, including attorneys' fees, in connection with such action.

### **31. FORCE MAJEURE**

Consultant will be granted an extension of time for any portion of a delay in completion of the work caused by acts of God or the public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from the fault of negligence of Consultant, (2) Consultant has taken reasonable precautions to prevent further delays owing to such causes, and (3) Consultant notifies Authority in writing of the causes(s) for the delay within five days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to Consultant, and the extension of time provided for herein shall be the sole remedy of Consultant on account of any such delays.

### **32. CONFIDENTIALITY**

Consultant agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by Consultant in the performance of this Agreement, shall be considered and kept as the private and privileged records of Authority and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of Authority. Further, upon expiration or termination of this Agreement for any reason, Consultant agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person,

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*3/26/14*

firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of Authority.

### **33. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

Authority shall review and approve in writing all Authority related copy proposed to be used by Consultant for advertising or public relations purposes prior to publication. Consultant shall not allow Authority related copy to be published in its advertisements and public relations programs prior to receiving such approval. Consultant shall ensure that all published information is factual and that it does not in any way imply that Authority endorses Consultant's firm, service, and/or product.

Consultant shall refer all inquiries from the news media to Authority, and shall comply with the procedures of Authority's Public Affairs staff regarding statements to the media relating to this Agreement or the Services.

### **34. WAIVER/INVALIDITY**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

### **35. SEVERABILITY**

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

### **36. GOVERNING LAW**

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- B. Consultant shall comply with all applicable federal, state and local laws and ordinances.

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### **37. MODIFICATIONS TO AGREEMENT**

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by Authority's Board of Directors, and in all instances require prior signature of an authorized representative of Authority.

### **38. PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the Contract Task Orders; (2) the terms of this Contract Agreement; (3) Attachment A - Scope of Services; and (4) Consultant's Proposal dated July 31, 2013. An amendment to this Agreement shall take its precedence from the term it amends. All other terms and conditions remain unchanged.

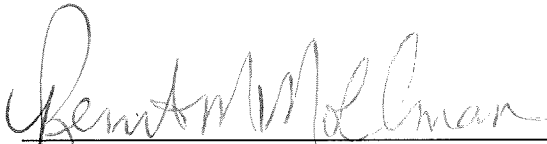
### **39. ENTIRE AGREEMENT**

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between Authority and Consultant and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

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*3/26/14*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

BURNS & MCDONNELL

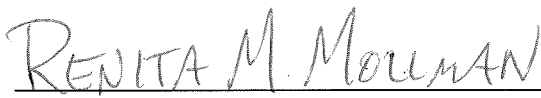


Renita M. Mollman  
Vice President  
General Manager of Southern California

SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY



Michael P. DePallo  
Chief Executive Officer

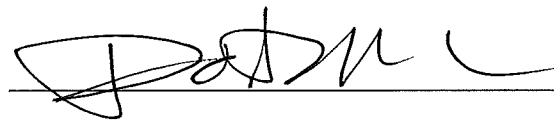


Printed Name

Tax I.D. No. 43-0956142

**APPROVED AS TO FORM:**

Don O. Del Rio  
General Counsel



Don  
2/26/14

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO. EN108-14**

**ON-CALL EMERGENCY RESPONSE FOR FUEL AND BIOHAZARD CLEANUP,  
ENVIRONMENTAL COMPLIANCE & CONSULTING SERVICES**

**ATTACHMENT A**

**SCOPE OF SERVICES**

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SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. EN108-14

ON-CALL EMERGENCY RESPONSE FOR FUEL AND BIOHAZARD CLEANUP,  
ENVIRONMENTAL COMPLIANCE & CONSULTING SERVICES

ATTACHMENT A  
SCOPE OF SERVICES

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| 2.0                  | SCOPE OF SERVICES .....          | 1                   |
| 3.0                  | CONTRACTOR'S QUALIFICATION ..... | 4                   |
| 4.0                  | PROJECT MANAGER .....            | 4                   |

EXHIBIT 1: METROLINK SYSTEM MAP

TABLE 1: TYPICAL PARAMETERS AND ANALYSES

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*3/26/14*

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY  
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO. EN108-14**

**ON-CALL EMERGENCY RESPONSE FOR FUEL AND BIOHAZARD CLEANUP,  
ENVIRONMENTAL COMPLIANCE & CONSULTING SERVICES**

**ATTACHMENT A  
SCOPE OF SERVICES**

**1.0 INTRODUCTION**

The Southern California Regional Rail Authority (Authority) operates and maintains METROLINK, a commuter rail system serving six (6) southern California counties. The Board of Directors of the Authority is made up of representatives from the Authority member agencies from Ventura, Los Angeles, Orange, San Bernardino and Riverside counties. Authority is responsible for operating and maintaining railroad rights-of-way in the five counties along the METROLINK service corridor and operating trains on the lines of other freight railroads. METROLINK covers 416 route miles and serves 54 stations. Exhibit 1 presents current system map. Current operations include 145 daily revenue trains.

Contractor will furnish the necessary professional, technical and clerical personnel, in addition to all transportation, supervision, equipment, labor and materials to provide the services described below. Services may include subcontracted work, as required.

**2.0 SCOPE OF SERVICES**

Contractor to provide labor, materials, supervision, transportation, and equipment to perform the services described below. Emergency response services **MUST** be available on a 24-hour on-call basis. Other environmental services will be pre-authorized by written task order agreement. Environmental and emergency response services may be requested on all Authority-owned rail lines, as shown on Exhibit 1.

- 2.1 Emergency Response Services.** Provide emergency response environmental services which may include, but are not limited to, characterization and remediation of environmental problems such as, spills of oil, chemicals, nuisance, toxic materials or biological wastes on Authority right-of-way or Authority property; characterization, removal and disposal of soil impacted by spills described above; and/or, the removal and disposal of drummed material illegally disposed on Authority right-of-way or property. Contractor will physically contain spilled materials, recover spilled materials and contaminated soil, and

*Review  
3/26/14*

transport materials and soil to approved disposal sites. Contractor is responsible for obtaining all required permits. Emergency response services will be coordinated with and approved by the Manager of Public Health and Environment. Emergency response services **must** be available on a 24-hour basis and may be required at any time, in any weather. Contractor must respond to emergency incident within two hours of initial emergency notification. The following will be required as part of each response:

- 2.1.1 *Sampling Requirements.* All samples collected during characterization, clean up and remediation activities must be representative of the substance being characterized. Samples must be submitted to the laboratory in the proper container for the analyses. Chain-of-custody procedures must be established and followed to maintain sample integrity. Contractor must have a Quality Assurance/Quality Control (QA/QC) Program in place and include a summary of the program for review by Authority.
- 2.1.2 *Analytical Services.* All samples collected for characterization or confirmation during clean up and remediation activities will be submitted to a California Department of Health Services Certified Laboratory. Samples must be collected in containers and preserved for the analysis requested, as appropriate. Authority reserves the right to designate the laboratory. Table 1, attached, summarizes typical analytical parameters and methods requested during clean up and remediation activities. However, analyses are not limited to those listed.
- 2.1.3 *Reporting Requirements.* Contractor shall prepare Daily Activity Logs for each day clean up or remediation activities are performed. Daily Activity Logs will include a summary of personnel and equipment on-site, area of activity, material description, amount of material handled, disposition of material, time spent working, traveling and on stand-by. Copies of Daily Activity Logs and of all necessary permits will be submitted to the Authority.
- 2.1.4 A letter report summarizing all project activities will be prepared following the completion of each project. Hard and electronic copies of documentation (in Microsoft compatible formatting) produced during the project (such as reports, site plans, or drawings) shall be delivered to Authority at the conclusion of project activities. Contractor will provide a draft report to give Authority and/or other property owners (such as Los Angeles County Metro) to allow them an opportunity to comment prior to issuing a final report. The draft report should be issued within 30 days of the completion of the activity. Final report should be issued within 45 days of the activity.

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The letter report will contain, at a minimum, the following information:

- Background of the events leading to the spill or incident.
- Site location including address, milepost, and map.
- The extent of excavation and remediation of the site.
- Analytical results of all samples submitted for analysis including samples collected to confirm that the site has non-detectable levels of the substance spilled.
- Site map indicating location of characterization and confirmation samples.
- Copy of manifest for the soil disposed and copy of the bill of lading for any clean soil transported to the site to be used for backfill.
- Photos of the site before the clean up begins and at the completion of the clean-up activities.

2.2 Environmental Compliance and Consulting. Provide environmental compliance and consulting assistance, which may include, but is not limited to the following:

- 2.2.1 The annual review and update of the Storm Water Pollution Prevention Plan, Storm Water Monitoring Program, and Spill Prevention Control and Countermeasure Plan, for Authority's Central Maintenance Facility (CMF), located at 1555 North San Fernando Road, in Los Angeles and Inland Empire Maintenance Facility located at 1170 W. 3<sup>rd</sup> Street, in San Bernardino. Complete Los Angeles Regional Water Quality Control Board (RWQCB) required Storm water sampling program in compliance with Section B of the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000001 for discharges of storm water associated with industrial activities. Prepare the annual report for submittal to the RWQCB. These activities must be performed under the supervision of a California Registered Geologist or Professional Engineer;
- 2.2.2 Provide facility maintenance assistance at layover facilities (for example, clean out oil drip pans, as needed) located at the Montalvo, Lancaster, San Bernardino, and Riverside Stations;
- 2.2.3 Provide Phase I Property Assessments along Authority rights of way along the system, as required; and,
- 2.2.4 Provide other environmental compliance and/or consulting assistance, as requested.

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2.3 Safety Services. Consultant to provide or subcontract safety services, which may include but are not limited to, the following:

- 2.3.1 Provide Confined Space Entry training and program implementation assistance at CMF in compliance with California Code of Regulations, Title 8 Industrial Relations, Article 108 Confined Spaces;
- 2.3.2 Provide fall protection training and assist with the implementation of a fall protection program, as required;
- 2.3.3 Provide ergonomic evaluation at Authority offices or other Authority facilities as required;

### **3.0 CONTRACTOR'S QUALIFICATION**

Contractor will furnish personnel who have training and are certified by governing agencies for emergency response and are certified to work with possibly hazardous materials as described in Code of Federal Regulations Title 29 1910.120 and California Code of Regulations Title 8 Industrial Relations, Section 5192 Hazardous Waste Operations and Emergency Response. Resumes of staff and training certification will be provided to Authority. Contractor will have full knowledge of permits required to transport and dispose of hazardous materials. Contractor or sub-contractor will be licensed to handle, transport and deliver such materials. Contractor will furnish all required training, protective clothing and equipment to contractor's employees, as required.

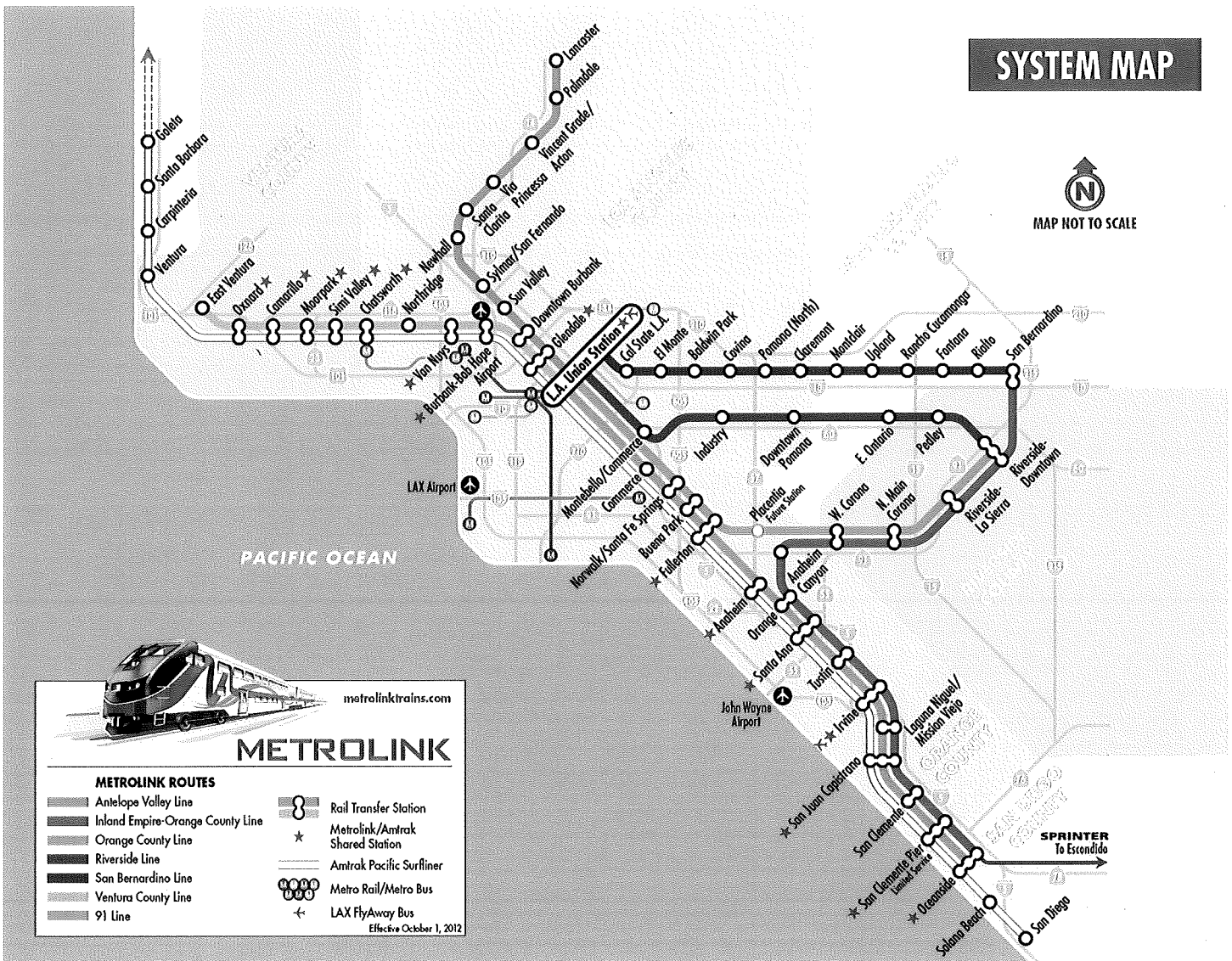
Contractor shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent firms at the time Contractor's services are rendered.

### **4.0 PROJECT MANAGER**

Contractor shall name a Project Manager who shall be responsible for the administration of the proposed programs. The Project Manager is subject to the approval of the Public Health and Environment Manager.

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3/26/14

# EXHIBIT 1: METROLINK SYSTEM MAP



*Review 3/26/14*

**TABLE 1. TYPICAL PARAMETERS AND ANALYSES**

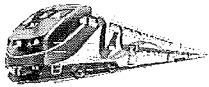
| Parameter   | Analytical Method              |
|---|--------------------------------|
| Oil and Grease                                    | EPA Test Method 5520B          |
| Total Recoverable Petroleum Hydrocarbons          | EPA Test Method 418.1          |
| Total Recoverable Petroleum Hydrocarbons - diesel | EPA Test Method 8015, modified |
| Benzene, Toluene, Ethylbenzene, and Xylenes       | EPA Test Method 8020           |
| Metals  | EPA Test Method 6010           |

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*3/26/14*

**EXHIBIT 1 -- CONTRACT TASK ORDER (CTO)**

**REQUEST FOR PROPOSAL (CTO)  
CONTRACT PRICING PROPOSAL (FORM 60)  
INSTRUCTIONS FOR FORM 60  
CONTRACT TASK ORDER  
REQUEST FOR PROPOSAL (CTO REVISION)  
CONTRACT TASK ORDER (CTO) REVISION**

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*3/26/14*



**METROLINK**

# REQUEST FOR PROPOSAL (CTO)

[To Be Completed by SCRRA]

Contract No. EN108-14  
On-Call Emergency Response For Fuel And  
Biohazard Cleanup, Environmental  
Compliance & Consulting Services  
Consultant:

CTO No.  
CTO Name:  
CTO Proposal Due Date:

**Consultant shall prepare a proposal based on the following information.**

Scope of Work:

☐ Drawings attached #

☐ Additional Scope of Services attached.

Estimated Start Date:

Estimated Completion Date:

Milestones:

## FUNDING SOURCE

FTA ☐

State ☐

VCTC ☐

LACMTA ☐

FTA or Grant No.: \_\_\_\_\_

Caltrans ☐

Federal ☐

Local ☐

Recollectable ☐

FTA or Grant No.: \_\_\_\_\_

Prepared by: \_\_\_\_\_

SCRRA Design Engineer

Date

\_\_\_\_\_  
SCRRA Project Manager

\_\_\_\_\_  
Date

cc: Design Engineer

*RMW  
3/26/14*

## INSTRUCTIONS FOR COMPLETING FORM 60 CONTRACT TASK ORDER PROPOSALS

Consultant is to provide a Contract Task Order (CTO) Proposal for work as requested by Authority in accordance with the instructions annotated below. The provided Form 60 can be expanded by the Proposer to reflect all cost elements. There is no restriction on the length of a Form 60 nor the supporting detail attached. At a minimum, Proposers are to complete the Form 60s with such sufficient detail attached to demonstrate reasonableness of the cost proposed to support the offered Firm Fixed Price, inclusive of Profit/Fee.

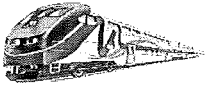
Line 1 – Direct Labor: The Form 60 requires that all Direct Labor be identified by Labor Category. Complete the Proposed Labor Hours required for each Labor Category, the Fully Burdened Labor Rate (FBLC) per Hour for each Labor Category and proposed cost for each Labor Category. All Direct Labor pricing will be summed on the Total Direct Labor line of the Form 60.

Line 2 – Travel: Local travel within the Metrolink service area will not be reimbursed. All travel and per-diem or subsistence costs are allowable only to the extent that such costs are pre-approved within the amount negotiated and set forth in each CTO.

Line 3 – Subconsultants/Suppliers: Subconsultants/Suppliers will provide Form 60s and supporting detail for services to be performed as a result of any contract issued under this RFP. If the Proposer is a Joint Venture all of the firms in the Joint Venture shall submit Form 60s with supporting detail sufficient to establish reasonableness of the costs proposed. All Subconsultant/Suppliers proposed costs will be summed on the "Total Subconsultant/Suppliers" line of the Form 60.

Line 4 – Other Direct Costs: Other Direct Costs will be itemized on the Supporting Schedule (page two) of the Form 60 with detail provided sufficient to establish reasonableness of the Other Direct Costs proposed. Other Direct Costs will be summed on the Form 60 line entitled "Other Direct Costs."

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**METROLINK**

**CONTRACT PRICING  
PROPOSAL  
"FORM 60"**

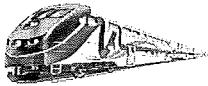
|   |  |   |             |
|---|--|---|-------------|
| Contract No. EN108-14<br>On-Call Emergency Response For Fuel And<br>Biohazard Cleanup, Environmental Compliance<br>& Consulting Services<br>Consultant: |  | Consultant Initials                     | Page 1 of 2 |
| Home Office Address:  |  | Location where work is to be performed: |             |
| Services to be furnished:   |  | Total Amount of Proposal: \$ _____      |             |

| DETAILED DESCRIPTION OF COST ELEMENTS                                       |                        |                      |                       |                             |
|---|------------------------|----------------------|-----------------------|-----------------------------|
| <b>1. LABOR</b> (specify function/title)                                    | <b>ESTIMATED HOURS</b> | <b>RATE PER HOUR</b> | <b>ESTIMATED COST</b> | <b>TOTAL ESTIMATED COST</b> |
|   | \$                     | \$                   | \$                    |                             |
|   | \$                     | \$                   | \$                    |                             |
|   | \$                     | \$                   | \$                    |                             |
|   | \$                     | \$                   | \$                    |                             |
| <b>TOTAL DIRECT LABOR</b>   |                        |                      |                       | \$                          |
| <b>2. TRAVEL</b>  |                        |                      | <b>ESTIMATED COST</b> |                             |
| a. Transportation   |                        |                      | \$                    |                             |
| b. Per Diem or Subsistence  |                        |                      | \$                    |                             |
| <b>TOTAL TRAVEL COST:</b>   |                        |                      | \$                    |                             |
| <b>3. SUBCONSULTANTS</b> (attach "Form 60" for all proposed subconsultants) |                        |                      |                       |                             |
|   |                        |                      | \$                    |                             |
|   |                        |                      | \$                    |                             |
|   |                        |                      | \$                    |                             |
|   |                        |                      | \$                    |                             |
| <b>TOTAL SUBCONSULTANTS:</b>  |                        |                      |                       | \$                          |
| <b>4. OTHER DIRECT COSTS</b> (itemize on Page 2 of Form 60)                 |                        |                      |                       | \$                          |
| <b>5. TOTAL DIRECT COST</b>   |                        |                      |                       | \$                          |
|   |                        |                      |                       | \$                          |
| <b>TOTAL ESTIMATED COST</b>   |                        |                      |                       | \$                          |

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**METROLINK**

# CONTRACT TASK ORDER (CTO)

[To Be Completed by SCRRRA]

Contract No. EN108-14  
On-Call Emergency Response For Fuel And  
Biohazard Cleanup, Environmental  
Compliance & Consulting Services  
Consultant:

CTO No.  
CTO Name:  
CTO Proposal Date:

## CTO SCOPE OF SERVICES – Attached

CTO Duration: \_\_\_\_\_ Milestone Date(s): ☐ See Attached  
Days from Notice to Proceed\* \* Notice to Proceed date shown on transmittal memorandum

## SUMMARY COST ESTIMATE

|    | Cost Components  |              |                          | Total Authorization |
|----|--|--------------|--------------------------|---------------------|
| 1. | Fully Burdened Direct Labor (Total Prime)                          |              |                          | \$                  |
|    | DBE Portion (if applicable) (\$ )                                  |              |                          |                     |
| 2. | Subconsultants<br>(attach detailed<br>estimates in<br>same format) | Company Name | DBE                      |                     |
|    |  |              | <input type="checkbox"/> | \$                  |
|    |  |              | <input type="checkbox"/> | \$                  |
|    |  |              | <input type="checkbox"/> | \$                  |
|    |  |              | <input type="checkbox"/> | \$                  |
|    |  |              | <input type="checkbox"/> | \$                  |
| 3. | Other Direct Costs   |              |                          | \$                  |
| 4. | Premium/Overtime Cost  |              |                          | \$                  |
| 5. | Total Not-to-Exceed Cost   |              |                          | \$                  |

## ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

| FUNDING SOURCE(S)                 |  |  | DISTRIBUTION   |                |             |             |            |
|-----------------------------------|--|--|----------------|----------------|-------------|-------------|------------|
| Federal <input type="checkbox"/>  | Local <input type="checkbox"/>         |  | <u>COST</u>    | <u>PROJECT</u> | <u>TASK</u> | <u>TYPE</u> | <u>ORG</u> |
| FTA <input type="checkbox"/>      | VCTC <input type="checkbox"/>          |  | \$             |                |             |             |            |
| State <input type="checkbox"/>    | MTA-Stip <input type="checkbox"/>      |  | \$             |                |             |             |            |
| Caltrans <input type="checkbox"/> | Recollectable <input type="checkbox"/> |  | \$             |                |             |             |            |
| FTA/Grant No.:                    |  |  | FTA/Grant No.: |                |             |             |            |

## AUTHORITY APPROVALS:

\_\_\_\_\_  
Project Manager

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

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

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

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

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

## Contract Administrator

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

## CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

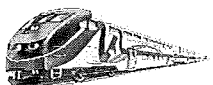
cc:

CONTRACT NO. EN108-14

EX1-3

AWARDED: 10/11/13

*Handwritten:* Rm 3/26/14



METROLINK

# REQUEST FOR PROPOSAL (CTO REVISION)

[To Be Completed by SCRRA]

Contract No. EN108-14  
On-Call Emergency Response For Fuel And  
Biohazard Cleanup, Environmental  
Compliance & Consulting Services  
Consultant:

CTO No. \_\_\_\_\_ Revision No. \_\_\_\_\_  
CTO Name: \_\_\_\_\_  
CTO Proposal Due Date: \_\_\_\_\_

**Consultant shall prepare a proposal based on the following information.**

Scope of Work:

☐ Drawings attached # \_\_\_\_\_ ☐ Additional Scope of Services attached.

Estimated Start Date:

Estimated Completion Date:

Milestones:

## FUNDING SOURCE

FTA ☐ State ☐ VCTC ☐ MTA ☐ FTA or  
Grant No.: \_\_\_\_\_  
Caltrans ☐ Federal ☐ Local ☐ Recollectable ☐ FTA  
or Grant No.: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

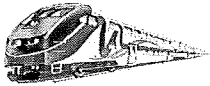
cc: Project Manager, Contract Administrator

CONTRACT NO. EN108-14

EX1-4

AWARDED: 10/11/13

*Handwritten signature and date:*  
3/26/14



**METROLINK**

# CONTRACT TASK ORDER (CTO) REVISION

[To Be Completed by SCRRA]

|   |  |  |                          |   |                                  |  |  |
|---|--|--|--------------------------|---|----------------------------------|--|--|
| Contract No. EN108-14<br>On-Call Emergency Response For Fuel And<br>Biohazard Cleanup, Environmental Compliance &<br>Consulting Services<br>Consultant: |  |  |                          | CTO No. _____ Revision No. _____<br>CTO Name: _____<br>CTO Proposal Date: _____ |                                  |  |  |
| <b>CTO SCOPE OF SERVICES –Attached</b>  |  |  |                          |   |                                  |  |  |
| CTO Duration: _____   |  | Milestone Date(s): _____                                 |                          | <input type="checkbox"/> See Attached   |                                  |  |  |
| Days from Notice to Proceed*  |  | * Notice to Proceed date shown on transmittal memorandum |                          |   |                                  |  |  |
| <b>REVISED SUMMARY COST ESTIMATE</b>  |  |  |                          |   |                                  |  |  |
|   | <b>Cost Components</b>   |  |                          | <b>Previous<br/>Authorization</b>   | <b>Current<br/>Authorization</b> | <b>Revised Total<br/>Authorization</b> |  |
| 1.  | Fully Burdened Direct Labor (Total Prime)                          |  |                          |   |                                  |  |  |
|   | DBE Portion (if applicable) (\$ _____)                             |  |                          |   |                                  |  |  |
| 2.  | Subconsultants<br>(attach detailed<br>estimates in same<br>format) | <b>Company Name</b>                                      | <b>DBE</b>               | \$  | \$                               | \$                                     |  |
|   |  |  | <input type="checkbox"/> | \$  | \$                               | \$                                     |  |
|   |  |  | <input type="checkbox"/> | \$  | \$                               | \$                                     |  |
|   |  |  | <input type="checkbox"/> | \$  | \$                               | \$                                     |  |
|   |  |  | <input type="checkbox"/> | \$  | \$                               | \$                                     |  |
|   |  |  | <input type="checkbox"/> | \$  | \$                               | \$                                     |  |
| 3.  | Other Direct Costs   |  |                          | \$  | \$                               | \$                                     |  |
| 4.  | Premium/Overtime Cost  |  |                          | \$  | \$                               | \$                                     |  |
|   |  |  |                          | \$  | \$                               | \$                                     |  |
| 5.  | <b>Total Not-to-Exceed Cost</b>                                    |  |                          | \$  | \$                               | \$                                     |  |
| <b>ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED</b>  |  |  |                          |   |                                  |  |  |
| <b>FUNDING SOURCE(S)</b>  |  |  |                          | <b>DISTRIBUTION</b>   |                                  |  |  |
| Federal   | <input type="checkbox"/>   | Local  | <input type="checkbox"/> | <u><b>COST</b></u>  | <u><b>PROJECT</b></u>            | <u><b>TASK</b></u>                     |  |
| FTA   | <input type="checkbox"/>   | VCTC   | <input type="checkbox"/> | \$  | <u><b>TYPE</b></u>               | <u><b>ORG</b></u>                      |  |
| State   | <input type="checkbox"/>   | MTA-Stip   | <input type="checkbox"/> | \$  |                                  |  |  |
| Caltrans  | <input type="checkbox"/>   | Recollectable  | <input type="checkbox"/> | \$  |                                  |  |  |
|   |  |  |                          | FTA/Grant No.: _____  |                                  |  |  |
|   |  |  |                          | FTA/Grant No.: _____  |                                  |  |  |
| <b>AUTHORITY APPROVALS:</b>   |  |  |                          | <b>CONTRACT ADMINISTRATOR</b>   |                                  |  |  |
| Project Manager   |  | Date: _____  |                          | Date: _____   |                                  |  |  |
| _____   |  | Date: _____  |                          | <b>CONSULTANT:</b>  |                                  |  |  |
| _____   |  | Date: _____  |                          | Signature _____   |                                  |  |  |
| _____   |  | Date: _____  |                          | Title _____   |                                  |  |  |
| _____   |  | Date: _____  |                          | Date _____  |                                  |  |  |

cc: Project Manager

*Rm  
3/26/14*

**EXHIBIT 2 — FULLY BURDENED LABOR RATES  
AND EQUIPMENT RATES**

*Rum*  
*3/26/14*

## EXHIBIT A

COST/PRICE FORM - YEAR 1

| CONTRACT PRICING PROPOSAL (Services)   |                     |          |         |   | SCRRRA COST/<br>PRICE FORM  |     | Page 2 of 5      |
|--|---------------------|----------|---------|---|---|-----|------------------|
| Name of Proposer<br>Burns & McDonnell Engineering Company, Inc,  |                     |          |         |   | Division(s)/Location(s) Where Services Are to Be Performed<br>Counties of Ventura, Los Angeles, Orange, Riverside, San Bernardino, various locations<br>Contract No. EN108-14 |     |                  |
| Home Office Address<br>1 Pointe Drive, Suite 540<br>Brea, California 92821   |                     |          |         |   |   |     |                  |
| Services to Be Performed<br><br>General environmental assessment, remediation, compliance and consulting services. |                     |          |         |   |   |     |                  |
| DETAILED DESCRIPTION OF COST ELEMENTS  |                     |          |         |   |   |     |                  |
| Direct Labor*<br>(Name, title,<br>Function)  | Rate<br>Per<br>Hour | Overhead | Profit  | Fully<br>Burdened<br>Hourly Rate<br>(Subtotal<br>Rate + OH +<br>Profit) | Overtime**  |     | Other<br>Explain |
|  |                     |          |         |   | S/T   | D/T |                  |
| Mitch Monroe<br>Rapid-Response Project Manager   | \$44.49             | \$72.93  | \$17.61 | \$135.04  |   |     |                  |
| Chad Richardson<br>Rapid-Response Team Lead  | \$51.16             | \$83.87  | \$20.25 | \$155.28  |   |     |                  |
| Chris D'Sa<br>Team Responder/ Senior Project Manager   | \$55.09             | \$90.31  | \$21.81 | \$167.21  |   |     |                  |
| Jeffrey Bourgeois<br>Team Responder  | \$35.48             | \$58.16  | \$14.05 | \$107.69  |   |     |                  |
| Holly Shores<br>HES Field Supervisor/Team Responder  | \$33.97             | \$55.69  | \$13.45 | \$103.11  |   |     |                  |
| Nancy Pratheepmanowaong<br>Team Responder  | \$26.55             | \$43.52  | \$10.51 | \$80.58   |   |     |                  |
| Matt Arciaga<br>Team Responder   | \$46.64             | \$76.46  | \$18.46 | \$141.56  |   |     |                  |
| Mariela Castellanos<br>Team Responder  | \$33.19             | \$54.41  | \$13.14 | \$100.74  |   |     |                  |
| Simon Barber<br>Team Responder   | \$36.11             | \$59.20  | \$14.30 | \$109.60  |   |     |                  |
| Vanessa Lee<br>Team Responder  | \$29.09             | \$47.69  | \$11.52 | \$88.29   |   |     |                  |
| Galen Kenoyer, PhD<br>Technical Advisor/Compliance   | \$66.39             | \$108.83 | \$26.28 | \$201.51  |   |     |                  |
| Taylor Elliott<br>Senior Compliance Specialist   | \$40.05             | \$65.65  | \$15.86 | \$121.56  |   |     |                  |
| Patrice Martin<br>QA/QC Advisor/Practice Lead  | \$73.79             | \$120.96 | \$29.21 | \$223.97  |   |     |                  |
| Jackie Warrick<br>Project Assistant  | \$25.53             | \$41.85  | \$10.11 | \$77.49   |   |     |                  |
| Angelica Nuezca<br>Project Controls Technician   | \$24.97             | \$40.93  | \$9.89  | \$75.79   |   |     |                  |
| Cecilia Fontanez<br>CADD Technician  | \$27.66             | \$45.34  | \$10.95 | \$83.95   |   |     |                  |

\* Attach SCRRRA Cost/Price Form for all proposed subconsultants.

\*\* All overtime hours must be approved in advance by SCRRRA.

*Done*  
3/26/14

**EXHIBIT B**

**COST/PRICE FORM - YEAR 1**

|                                    | RENTAL PRICES    |          |          |            |           |
|------------------------------------|------------------|----------|----------|------------|-----------|
|                                    | HOUR             | DAY      | WEEK     | MONTH      | UNIT COST |
| <b>1. Equipment</b>                |                  |          |          |            |           |
| <b>Burns &amp; McDonnell</b>       |                  |          |          |            |           |
| Photoionization Detector (PID)     |                  | \$100.00 | \$400.00 | \$1,400.00 |           |
| Flame Ionization Device (FID)      |                  | \$100.00 | \$400.00 | \$1,400.00 |           |
| Water level indicator              |                  | \$40.00  | \$160.00 | \$560.00   |           |
| Oil/water interface probe          |                  | \$60.00  | \$240.00 | \$840.00   |           |
| Disposable bailer                  |                  |          |          |            | \$10.00   |
| Slide hammer                       |                  | \$40.00  | \$160.00 | \$560.00   |           |
| Hand auger                         |                  | \$40.00  | \$160.00 | \$560.00   |           |
| Brass sleeves                      |                  |          |          |            | \$10.00   |
| Senisdyn Draeger tube              |                  |          |          |            | \$15.00   |
| Disposable Respirator (ea)         |                  |          |          |            | \$10.00   |
| Respirator Cartridge - OV (pair)   |                  |          |          |            | \$30.00   |
| Siploc bags (box)                  |                  |          |          |            | \$10.00   |
| Neoprene gloves (pair)             |                  |          |          |            | \$20.00   |
| Disposable Camera 24 exp (ea)      |                  |          |          |            | \$25.00   |
|                                    |                  |          |          |            |           |
| <b>United Pumping Services</b>     |                  |          |          |            |           |
| Emergency Response utility truck   | \$48.50          |          |          |            |           |
| 50 BBL vacuum truck                | \$93.00          |          |          |            |           |
| Stakebed truck with liftgate       | \$31.50          |          |          |            |           |
| Biowaste trailer                   |                  | \$130.00 |          |            |           |
| Hydrotech High pressure wash       | \$62.00          |          |          |            |           |
| 55-gallon DOT drum (ea)            |                  |          |          |            | \$42.00   |
| 30-gallon poly drum (ea)           |                  |          |          |            | \$46.00   |
| Plastic bags/red bags (ea)         |                  |          |          |            | \$0.90    |
| Biosolve (gal)                     |                  |          |          |            | \$14.50   |
| Bleach/Kleen Green (gal)           |                  |          |          |            | \$5.00    |
| Tyvek suit (ea)                    |                  |          |          |            | \$11.00   |
| Hazardous waste labels (ea)        |                  |          |          |            | \$0.65    |
| Rubber gloves (pair)               |                  |          |          |            | \$3.00    |
| Bag absorbent (bag)                |                  |          |          |            | \$8.75    |
| Brooms, shovels (ea)               |                  | \$20.00  |          |            |           |
| Generator                          |                  | \$96.00  |          |            |           |
| Auxiliary lighting                 |                  | \$62.00  |          |            |           |
| Other non-specified Direct Costs** | To Be Negotiated |          |          |            |           |

\*\* Note: All Rates Not Listed

*Rm  
3/26/14*

**EXHIBIT B**

**COST/PRICE FORM - YEAR 1**

| <b>2. Other Direct Costs (Itemize)</b>   | <b>Description</b>  | <b>Rate</b> |
|--|---------------------|-------------|
| <b>Burns &amp; McDonnell</b>   |                     |             |
| On-call Retainer   | Monthly             | \$ 4,000.00 |
| Pickup Truck (daily rate plus mileage)   | Day/Mile            | \$70/\$0.35 |
| Mileage (personal vehicle, per mile)   | Mile                | IRS Rate    |
| Level D - Tyvek, Pair gloves, Safety Glasses, Hardhat                                      | Employee/Shift      | \$ 10.00    |
| Level C - premium  | Employee/Shift      | \$ 50.00    |
| Pager with 800-number  | Monthly             | -           |
| Cell phone   | Monthly             | -           |
| <b>Subcontracted Labor</b>   |                     |             |
| Safety Consultant  |                     |             |
| <b>Spill Response - United Pumping</b>   |                     |             |
| Field Supervisor   | Hour                | \$ 64.50    |
| Field Supervisor - Overtime  | Hour                | \$ 81.50    |
| Field Technician   | Hour                | \$ 56.50    |
| Field Technician - Overtime  | Hour                | \$ 73.00    |
| Laborer  | Hour                | \$ 44.50    |
| Laborer - Overtime   | Hour                | \$ 61.00    |
| Offloading   | Hour                | \$ 74.00    |
| Disposal fee plus service charge (varies per site)   | Cost Plus<br>15.75% |             |
| <b>Analytical Laboratory - AETL 5-7 days TAT</b>   |                     |             |
| pH (150.1)   | EA                  | \$ 7.50     |
| Total Suspended Solids (160.2)   | EA                  | \$ 10.00    |
| Oil & Grease (413.1/413.2)   | EA                  | \$ 30.00    |
| Specific Conductance (120.1)   | EA                  | \$ 7.50     |
| TPH-d (8105M)  | EA                  | \$ 38.00    |
| VOCs (8260B)   | EA                  | \$ 60.00    |
| Other Analyses   | To Be Negotiated    |             |
| <b>Other subcontracted labor/equipment**<br/>(excluding disposal and analytical costs)</b> | To Be Negotiated    |             |

\*\*Note: All Rates Not Listed

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3/26/14*

## EXHIBIT A

COST/PRICE FORM - YEAR 2

| CONTRACT PRICING PROPOSAL (Services)  |                     |          |         |   | SCRRRA COST/<br>PRICE FORM  |     | Page 2 of 5          |
|---|---------------------|----------|---------|---|---|-----|----------------------|
| <b>Name of Proposer</b><br>Burns & McDonnell Engineering Company, Inc,  |                     |          |         |   | <b>Division(s)/Location(S) Where Services Are to Be Performed</b><br>Counties of Ventura, Los Angeles, Orange, Riverside, San Bernardino, various locations<br><b>Contract No. EN108-14</b> |     |                      |
| <b>Home Office Address</b><br>1 Pointe Drive, Suite 540<br>Brea, California 92821   |                     |          |         |   |   |     |                      |
| <b>Services to Be Performed</b><br><br>General environmental assessment, remediation, compliance and consulting services. |                     |          |         |   |   |     |                      |
| DETAILED DESCRIPTION OF COST ELEMENTS   |                     |          |         |   |   |     |                      |
| Direct Labor*<br>(Name, title,<br>Function)   | Rate<br>Per<br>Hour | Overhead | Profit  | Fully<br>Burdened<br>Hourly Rate<br>(Subtotal<br>Rate + OH +<br>Profit) | Overtime**  |     | Other<br><br>Explain |
|   |                     |          |         |   | S/T   | D/T |                      |
| <b>Mitch Monroe</b><br>Rapid-Response Project Manager   | \$45.82             | \$75.11  | \$18.14 | \$139.07  |   |     |                      |
| <b>Chad Richardson</b><br>Rapid-Response Team Lead  | \$52.69             | \$86.37  | \$20.86 | \$159.92  |   |     |                      |
| <b>Chris D'Sa</b><br>Team Responder/ Senior Project Manager   | \$56.74             | \$93.01  | \$22.46 | \$172.22  |   |     |                      |
| <b>Jeffrey Bourgeois</b><br>Team Responder  | \$36.54             | \$59.90  | \$14.47 | \$110.91  |   |     |                      |
| <b>Holly Shores</b><br>HES Field Supervisor/Team Responder  | \$34.99             | \$57.36  | \$13.85 | \$106.20  |   |     |                      |
| <b>Nancy Pratheepmanowaong</b><br>Team Responder  | \$27.35             | \$44.83  | \$10.83 | \$83.01   |   |     |                      |
| <b>Matt Arciaga</b><br>Team Responder   | \$48.04             | \$78.75  | \$19.02 | \$145.81  |   |     |                      |
| <b>Mariela Castellanos</b><br>Team Responder  | \$34.18             | \$56.03  | \$13.53 | \$103.74  |   |     |                      |
| <b>Simon Barber</b><br>Team Responder   | \$37.19             | \$60.97  | \$14.72 | \$112.88  |   |     |                      |
| <b>Vanessa Lee</b><br>Team Responder  | \$29.96             | \$49.11  | \$11.86 | \$90.93   |   |     |                      |
| <b>Galen Kenoyer, PhD</b><br>Technical Advisor/Compliance   | \$68.38             | \$112.10 | \$27.07 | \$207.55  |   |     |                      |
| <b>Taylor Elliott</b><br>Senior Compliance Specialist   | \$41.25             | \$67.62  | \$16.33 | \$125.20  |   |     |                      |
| <b>Patrice Martin</b><br>QA/QC Advisor/Practice Lead  | \$76.00             | \$124.59 | \$30.09 | \$230.67  |   |     |                      |

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3/26/14

# EXHIBIT B

## COST/PRICE FORM - YEAR 2

|                                    | RENTAL PRICES    |          |          |            |           |
|------------------------------------|------------------|----------|----------|------------|-----------|
|                                    | HOUR             | DAY      | WEEK     | MONTH      | UNIT COST |
| <b>1. Equipment</b>                |                  |          |          |            |           |
| <b>Burns &amp; McDonnell</b>       |                  |          |          |            |           |
| Photoionization Detector (PID)     |                  | \$103.00 | \$412.00 | \$1,442.00 |           |
| Flame Ionization Device (FID)      |                  | \$103.00 | \$412.00 | \$1,442.00 |           |
| Water level indicator              |                  | \$41.20  | \$164.80 | \$576.80   |           |
| Oil/water interface probe          |                  | \$61.80  | \$247.20 | \$865.20   |           |
| Disposable bailer                  |                  |          |          |            | \$10.30   |
| Slide hammer                       |                  | \$41.20  | \$164.80 | \$576.80   |           |
| Hand auger                         |                  | \$41.20  | \$164.80 | \$576.80   |           |
| Brass sleeves                      |                  |          |          |            | \$10.30   |
| Senisdyne Draeger tube             |                  |          |          |            | \$15.45   |
| Disposable Respirator (ea)         |                  |          |          |            | \$10.30   |
| Respirator Cartridge - OV (pair)   |                  |          |          |            | \$30.90   |
| Siploc bags (box)                  |                  |          |          |            | \$10.30   |
| Neoprene gloves (pair)             |                  |          |          |            | \$20.60   |
| Disposable Camera 24 exp (ea)      |                  |          |          |            | \$25.75   |
|                                    |                  |          |          |            |           |
| <b>United Pumping Services</b>     |                  |          |          |            |           |
| Emergency Response utility truck   | \$48.50          |          |          |            |           |
| 50 BBL vacuum truck                | \$93.00          |          |          |            |           |
| Stakebed truck with liftgate       | \$31.50          |          |          |            |           |
| Biowaste trailer                   |                  | \$130.00 |          |            |           |
| Hydrotech High pressure wash       | \$62.00          |          |          |            |           |
| 55-gallon DOT drum (ea)            |                  |          |          |            | \$42.00   |
| 30-gallon poly drum (ea)           |                  |          |          |            | \$46.00   |
| Plastic bags/red bags (ea)         |                  |          |          |            | \$0.90    |
| Biosolve (gal)                     |                  |          |          |            | \$14.50   |
| Bleach/Kleen Green (gal)           |                  |          |          |            | \$5.00    |
| Tyvek suit (ea)                    |                  |          |          |            | \$11.00   |
| Hazardous waste labels (ea)        |                  |          |          |            | \$0.65    |
| Rubber gloves (pair)               |                  |          |          |            | \$3.00    |
| Bag absorbent (bag)                |                  |          |          |            | \$8.75    |
| Brooms, shovels (ea)               |                  | \$20.00  |          |            |           |
| Generator                          |                  | \$96.00  |          |            |           |
| Auxiliary lighting                 |                  | \$62.00  |          |            |           |
| Other non-specified Direct Costs** | To Be Negotiated |          |          |            |           |

\*\* Note: All Rates Not Listed

*Handwritten:* 3/26/14

# EXHIBIT B

## COST/PRICE FORM - YEAR 2

| 2. Other Direct Costs (Itemize)  | Description         | Rate        |
|--|---------------------|-------------|
| <b>Burns &amp; McDonnell</b>   |                     |             |
| On-call Retainer   | Monthly             | \$ 4,000.00 |
| Pickup Truck (daily rate plus mileage)   | Day/Mile            | \$71/\$0.36 |
| Mileage (personal vehicle, per mile)   | Mile                | IRS Rate    |
| Level D - Tyvek, Pair gloves, Safety Glasses, Hardhat                              | Employee/Shift      | \$ 10.30    |
| Level C - premium  | Employee/Shift      | \$ 51.50    |
| Pager with 800-number  | Monthly             | -           |
| Cell phone   | Monthly             | -           |
| <b>Subcontracted Labor</b>   |                     |             |
| Safety Consultant  |                     |             |
| Spill Response - United Pumping  |                     |             |
| Field Supervisor   | Hour                | \$ 64.50    |
| Field Supervisor - Overtime  | Hour                | \$ 81.50    |
| Field Technician   | Hour                | \$ 56.50    |
| Field Technician - Overtime  | Hour                | \$ 73.00    |
| Laborer  | Hour                | \$ 44.50    |
| Laborer - Overtime   | Hour                | \$ 61.00    |
| Offloading   | Hour                | \$ 74.00    |
| Disposal fee plus service charge (varies per site)                                 | Cost Plus<br>15.75% |             |
| Analytical Laboratory - AETL   |                     |             |
| pH (150.1)   | EA                  | \$ 7.50     |
| Total Suspended Solids (160.2)   | EA                  | \$ 10.00    |
| Oil & Grease (413.1/413.2)   | EA                  | \$ 30.00    |
| Specific Conductance (120.1)   | EA                  | \$ 7.50     |
| TPH-d (8105M)  | EA                  | \$ 38.00    |
| VOCs (8260B)   | EA                  | \$ 60.00    |
| Other Analyses   | To Be Negotiated    |             |
| Other subcontracted labor/equipment**<br>(excluding disposal and analytical costs) | To Be Negotiated    |             |

\*\*Note: All Rates Not Listed

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*3/26/14*

## EXHIBIT A

COST/PRICE FORM - YEAR 3

| CONTRACT PRICING PROPOSAL (Services)  |                     |          |         | SCRRA COST/<br>PRICE FORM   |            | Page 2 of 5 |                      |
|---|---------------------|----------|---------|---|------------|-------------|----------------------|
| <b>Name of Proposer</b><br>Burns & McDonnell Engineering Company, Inc,  |                     |          |         | <b>Division(s)/Location(S) Where Services Are to Be Performed</b><br>Counties of Ventura, Los Angeles, Orange, Riverside, San Bernardino, various locations<br><b>Contract No. EN108-14</b> |            |             |                      |
| <b>Home Office Address</b><br>1 Pointe Drive, Suite 540<br>Brea, California 92821   |                     |          |         |   |            |             |                      |
| <b>Services to Be Performed</b><br><br>General environmental assessment, remediation, compliance and consulting services. |                     |          |         |   |            |             |                      |
| DETAILED DESCRIPTION OF COST ELEMENTS   |                     |          |         |   |            |             |                      |
| Direct Labor*<br>(Name, title,<br>Function)   | Rate<br>Per<br>Hour | Overhead | Profit  | Fully<br>Burdened<br>Hourly Rate<br>(Subtotal<br>Rate + OH +<br>Profit)   | Overtime** |             | Other<br><br>Explain |
|   |                     |          |         |   | S/T        | D/T         |                      |
| Mitch Monroe<br>Rapid-Response Project Manager  | \$47.19             | \$77.36  | \$18.68 | \$143.23  |            |             |                      |
| Chad Richardson<br>Rapid-Response Team Lead   | \$54.27             | \$88.96  | \$21.49 | \$164.72  |            |             |                      |
| Chris D'Sa<br>Team Responder/ Senior Project Manager  | \$58.44             | \$95.80  | \$23.14 | \$177.38  |            |             |                      |
| Jeffrey Bourgeois<br>Team Responder   | \$37.64             | \$61.70  | \$14.90 | \$114.24  |            |             |                      |
| Holly Shores<br>HES Field Supervisor/Team Responder   | \$36.04             | \$59.08  | \$14.27 | \$109.39  |            |             |                      |
| Nancy Pratheepmanowaong<br>Team Responder   | \$28.17             | \$46.18  | \$11.15 | \$85.50   |            |             |                      |
| Matt Arciaga<br>Team Responder  | \$49.48             | \$81.11  | \$19.59 | \$150.18  |            |             |                      |
| Mariela Castellanos<br>Team Responder   | \$35.20             | \$57.70  | \$13.94 | \$106.84  |            |             |                      |
| Simon Barber<br>Team Responder  | \$38.31             | \$62.80  | \$15.17 | \$116.28  |            |             |                      |
| Vanessa Lee<br>Team Responder   | \$30.86             | \$50.59  | \$12.22 | \$93.67   |            |             |                      |
| Galen Kenoyer, PhD<br>Technical Advisor/Compliance  | \$70.43             | \$115.46 | \$27.88 | \$213.77  |            |             |                      |
| Taylor Elliott<br>Senior Compliance Specialist  | \$42.49             | \$69.65  | \$16.82 | \$128.97  |            |             |                      |
| Patrice Martin<br>QA/QC Advisor/Practice Lead   | \$78.28             | \$128.32 | \$30.99 | \$237.60  |            |             |                      |

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**EXHIBIT B**

**COST/PRICE FORM - YEAR 3**

|                                    | RENTAL PRICES    |          |          |            |           |
|------------------------------------|------------------|----------|----------|------------|-----------|
|                                    | HOUR             | DAY      | WEEK     | MONTH      | UNIT COST |
| <b>1. Equipment</b>                |                  |          |          |            |           |
| <b>Burns &amp; McDonnell</b>       |                  |          |          |            |           |
| Photoionization Detector (PID)     |                  | \$106.09 | \$424.36 | \$1,485.26 |           |
| Flame Ionization Device (FID)      |                  | \$106.09 | \$424.36 | \$1,485.26 |           |
| Water level indicator              |                  | \$42.44  | \$169.74 | \$594.10   |           |
| Oil/water interface probe          |                  | \$63.65  | \$254.62 | \$891.16   |           |
| Disposable bailer                  |                  |          |          |            | \$10.61   |
| Slide hammer                       |                  | \$42.44  | \$169.74 | \$594.10   |           |
| Hand auger                         |                  | \$42.44  | \$169.74 | \$594.10   |           |
| Brass sleeves                      |                  |          |          |            | \$10.61   |
| Senisdyne Draeger tube             |                  |          |          |            | \$15.91   |
| Disposable Respirator (ea)         |                  |          |          |            | \$10.61   |
| Respirator Cartridge - OV (pair)   |                  |          |          |            | \$31.83   |
| Siploc bags (box)                  |                  |          |          |            | \$10.61   |
| Neoprene gloves (pair)             |                  |          |          |            | \$21.22   |
| Disposable Camera 24 exp (ea)      |                  |          |          |            | \$26.52   |
|                                    |                  |          |          |            |           |
| <b>United Pumping Services</b>     |                  |          |          |            |           |
| Emergency Response utility truck   | \$48.50          |          |          |            |           |
| 50 BBL vacuum truck                | \$93.00          |          |          |            |           |
| Stakebed truck with liftgate       | \$31.50          |          |          |            |           |
| Biowaste trailer                   |                  | \$130.00 |          |            |           |
| Hydrotech High pressure wash       | \$62.00          |          |          |            |           |
| 55-gallon DOT drum (ea)            |                  |          |          |            | \$42.00   |
| 30-gallon poly drum (ea)           |                  |          |          |            | \$46.00   |
| Plastic bags/red bags (ea)         |                  |          |          |            | \$0.90    |
| Biosolve (gal)                     |                  |          |          |            | \$15.00   |
| Bleach/Kleen Green (gal)           |                  |          |          |            | \$5.00    |
| Tyvek suit (ea)                    |                  |          |          |            | \$11.00   |
| Hazardous waste labels (ea)        |                  |          |          |            | \$0.70    |
| Rubber gloves (pair)               |                  |          |          |            | \$3.00    |
| Bag absorbent (bag)                |                  |          |          |            | \$8.75    |
| Brooms, shovels (ea)               |                  | \$20.00  |          |            |           |
| Generator                          |                  | \$96.00  |          |            |           |
| Auxiliary lighting                 |                  | \$62.00  |          |            |           |
| Other non-specified Direct Costs** | To Be Negotiated |          |          |            |           |

\*\* Note: All Rates Not Listed

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**EXHIBIT B**

**COST/PRICE FORM - YEAR 3**

| <b>2. Other Direct Costs (Itemize)</b>   | <b>Description</b>  | <b>Rate</b> |
|--|---------------------|-------------|
| <b>Burns &amp; McDonnell</b>   |                     |             |
| On-call Retainer   | Monthly             | \$ 4,000.00 |
| Pickup Truck (daily rate plus mileage)   | Day/Mile            | \$71/\$0.36 |
| Mileage (personal vehicle, per mile)   | Mile                | IRS Rate    |
| Level D - Tyvek, Pair gloves, Safety Glasses, Hardhat                              | Employee/Shift      | \$ 10.61    |
| Level C - premium  | Employee/Shift      | \$ 53.05    |
| Pager with 800-number  | Monthly             | -           |
| Cell phone   | Monthly             | -           |
| <b>Subcontracted Labor</b>   |                     |             |
| Safety Consultant  |                     |             |
| Spill Response - United Pumping  |                     |             |
| Field Supervisor   | Hour                | \$ 65.00    |
| Field Supervisor - Overtime  | Hour                | \$ 82.00    |
| Field Technician   | Hour                | \$ 57.00    |
| Field Technician - Overtime  | Hour                | \$ 73.00    |
| Laborer  | Hour                | \$ 46.00    |
| Laborer - Overtime   | Hour                | \$ 62.00    |
| Offloading   | Hour                | \$ 74.00    |
| Disposal fee plus service charge (varies per site)                                 | Cost Plus<br>15.75% |             |
| Analytical Laboratory - AETL   |                     |             |
| pH (150.1)   | EA                  | \$ 7.50     |
| Total Suspended Solids (160.2)   | EA                  | \$ 10.00    |
| Oil & Grease (413.1/413.2)   | EA                  | \$ 30.00    |
| Specific Conductance (120.1)   | EA                  | \$ 7.50     |
| TPH-d (8105M)  | EA                  | \$ 38.00    |
| VOCs (8260B)   | EA                  | \$ 60.00    |
| Other Analyses   | To Be Negotiated    |             |
| Other subcontracted labor/equipment**<br>(excluding disposal and analytical costs) | To Be Negotiated    |             |

\*\*Note: All Rates Not Listed

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## EXHIBIT A

COST/PRICE FORM - OPTION YEAR 1 (CONTRACT YEAR 4)

| CONTRACT PRICING PROPOSAL (Services)   |                     |          |         |   | SCRRRA COST/<br>PRICE FORM   |     | Page 2 of 5          |  |
|--|---------------------|----------|---------|---|--|-----|----------------------|--|
| Name of Proposer<br>Burns & McDonnell Engineering Company, Inc.                    |                     |          |         |   | Division(s)/Location(s) Where Services Are to Be Performed                             |     |                      |  |
| Home Office Address<br>1 Pointe Drive, Suite 540<br>Brea, California 92821         |                     |          |         |   | Counties of Ventura, Los Angeles, Orange, Riverside, San Bernardino, various locations |     |                      |  |
| Services to Be Performed   |                     |          |         |   | Contract No. EN108-14  |     |                      |  |
| General environmental assessment, remediation, compliance and consulting services. |                     |          |         |   |  |     |                      |  |
| DETAILED DESCRIPTION OF COST ELEMENTS  |                     |          |         |   |  |     |                      |  |
| Direct Labor*<br>(Name, title,<br>Function)  | Rate<br>Per<br>Hour | Overhead | Profit  | Fully<br>Burdened<br>Hourly Rate<br>(Subtotal<br>Rate + OH +<br>Profit) | Overtime**   |     | Other<br><br>Explain |  |
|  |                     |          |         |   | S/T  | D/T |                      |  |
| Mitch Monroe<br>Rapid-Response Project Manager                                     | \$48.61             | \$79.69  | \$19.24 | \$147.54  |  |     |                      |  |
| Chad Richardson<br>Rapid-Response Team Lead  | \$55.90             | \$91.64  | \$22.13 | \$169.67  |  |     |                      |  |
| Chris D'Sa<br>Team Responder/ Senior Project Manager                               | \$60.19             | \$98.67  | \$23.83 | \$182.69  |  |     |                      |  |
| Jeffrey Bourgeois<br>Team Responder  | \$38.77             | \$63.56  | \$15.35 | \$117.67  |  |     |                      |  |
| Holly Shores<br>HES Field Supervisor/Team Responder                                | \$37.12             | \$60.85  | \$14.70 | \$112.67  |  |     |                      |  |
| Nancy Pratheepmanowaong<br>Team Responder  | \$29.02             | \$47.57  | \$11.49 | \$88.08   |  |     |                      |  |
| Matt Arciaga<br>Team Responder   | \$50.96             | \$83.54  | \$20.17 | \$154.67  |  |     |                      |  |
| Mariela Castellanos<br>Team Responder  | \$36.26             | \$59.44  | \$14.36 | \$110.06  |  |     |                      |  |
| Simon Barber<br>Team Responder   | \$39.46             | \$64.69  | \$15.62 | \$119.77  |  |     |                      |  |
| Vanessa Lee<br>Team Responder  | \$31.79             | \$52.11  | \$12.59 | \$96.49   |  |     |                      |  |
| Galen Kenoyer, PhD<br>Technical Advisor/Compliance                                 | \$72.54             | \$118.91 | \$28.72 | \$220.17  |  |     |                      |  |
| Taylor Elliott<br>Senior Compliance Specialist                                     | \$43.76             | \$71.74  | \$17.32 | \$132.82  |  |     |                      |  |
| Patrice Martin<br>QA/QC Advisor/Practice Lead                                      | \$80.63             | \$132.18 | \$31.92 | \$244.73  |  |     |                      |  |

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**EXHIBIT B**

**COST/PRICE FORM - OPTION YEAR 1 (CONTRACT YEAR 4)**

|                                    | RENTAL PRICES    |          |          |            |           |
|------------------------------------|------------------|----------|----------|------------|-----------|
|                                    | HOUR             | DAY      | WEEK     | MONTH      | UNIT COST |
| <b>1. Equipment</b>                |                  |          |          |            |           |
| <b>Burns &amp; McDonnell</b>       |                  |          |          |            |           |
| Photoionization Detector (PID)     |                  | \$109.27 | \$437.09 | \$1,529.82 |           |
| Flame Ionization Device (FID)      |                  | \$109.27 | \$437.09 | \$1,529.82 |           |
| Water level indicator              |                  | \$43.71  | \$174.84 | \$611.93   |           |
| Oil/water interface probe          |                  | \$65.56  | \$262.25 | \$917.89   |           |
| Disposable bailer                  |                  |          |          |            | \$10.93   |
| Slide hammer                       |                  | \$43.71  | \$174.84 | \$611.93   |           |
| Hand auger                         |                  | \$43.71  | \$174.84 | \$611.93   |           |
| Brass sleeves                      |                  |          |          |            | \$10.93   |
| Senisdyne Draeger tube             |                  |          |          |            | \$16.39   |
| Disposable Respirator (ea)         |                  |          |          |            | \$10.93   |
| Respirator Cartridge - OV (pair)   |                  |          |          |            | \$32.78   |
| Siploc bags (box)                  |                  |          |          |            | \$10.93   |
| Neoprene gloves (pair)             |                  |          |          |            | \$21.85   |
| Disposable Camera 24 exp (ea)      |                  |          |          |            | \$27.32   |
|                                    |                  |          |          |            |           |
| <b>United Pumping Services</b>     |                  |          |          |            |           |
| Emergency Response utility truck   | \$48.50          |          |          |            |           |
| 50 BBL vacuum truck                | \$93.00          |          |          |            |           |
| Stakebed truck with liftgate       | \$31.50          |          |          |            |           |
| Biowaste trailer                   |                  | \$135.00 |          |            |           |
| Hydrotech High pressure wash       | \$62.00          |          |          |            |           |
| 55-gallon DOT drum (ea)            |                  |          |          |            | \$42.00   |
| 30-gallon poly drum (ea)           |                  |          |          |            | \$46.00   |
| Plastic bags/red bags (ea)         |                  |          |          |            | \$0.90    |
| Biosolve (gal)                     |                  |          |          |            | \$15.00   |
| Bleach/Kleen Green (gal)           |                  |          |          |            | \$5.00    |
| Tyvek suit (ea)                    |                  |          |          |            | \$12.00   |
| Hazardous waste labels (ea)        |                  |          |          |            | \$0.75    |
| Rubber gloves (pair)               |                  |          |          |            | \$3.50    |
| Bag absorbent (bag)                |                  |          |          |            | \$9.00    |
| Brooms, shovels (ea)               |                  | \$20.00  |          |            |           |
| Generator                          |                  | \$96.00  |          |            |           |
| Auxiliary lighting                 |                  | \$62.00  |          |            |           |
| Other non-specified Direct Costs** | To Be Negotiated |          |          |            |           |

\*\* Note: All Rates Not Listed

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**EXHIBIT B**

**COST/PRICE FORM - OPTION YEAR 1 (CONTRACT YEAR 4)**

| <b>2. Other Direct Costs (Itemize)</b>   | <b>Description</b>  | <b>Rate</b> |
|--|---------------------|-------------|
| <b>Burns &amp; McDonnell</b>   |                     |             |
| On-call Retainer   | Monthly             | \$ 4,000.00 |
| Pickup Truck (daily rate plus mileage)   | Day/Mile            | \$73/\$0.37 |
| Mileage (personal vehicle, per mile)   | Mile                | IRS Rate    |
| Level D - Tyvek, Pair gloves, Safety Glasses, Hardhat                              | Employee/Shift      | \$ 10.93    |
| Level C - premium  | Employee/Shift      | \$ 54.64    |
| Pager with 800-number  | Monthly             | -           |
| Cell phone   | Monthly             | -           |
| <b>Subcontracted Labor</b>   |                     |             |
| Safety Consultant  |                     |             |
| Spill Response - United Pumping  |                     |             |
| Field Supervisor   | Hour                | \$ 65.00    |
| Field Supervisor - Overtime  | Hour                | \$ 82.00    |
| Field Technician   | Hour                | \$ 57.00    |
| Field Technician - Overtime  | Hour                | \$ 73.00    |
| Laborer  | Hour                | \$ 46.00    |
| Laborer - Overtime   | Hour                | \$ 62.00    |
| Offloading   | Hour                | \$ 74.00    |
| Disposal fee plus service charge (varies per site)                                 | Cost Plus<br>15.75% |             |
| Analytical Laboratory - AETL   |                     |             |
| pH (150.1)   | EA                  | \$ 7.50     |
| Total Suspended Solids (160.2)   | EA                  | \$ 10.00    |
| Oil & Grease (413.1/413.2)   | EA                  | \$ 30.00    |
| Specific Conductance (120.1)   | EA                  | \$ 7.50     |
| TPH-d (8105M)  | EA                  | \$ 38.00    |
| VOCs (8260B)   | EA                  | \$ 60.00    |
| Other Analyses   | To Be Negotiated    |             |
| Other subcontracted labor/equipment**<br>(excluding disposal and analytical costs) | To Be Negotiated    |             |

\*\*Note: All Rates Not Listed

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## EXHIBIT A

COST/PRICE FORM - OPTION SECOND YEAR (CONTRACT YEAR 5)

| CONTRACT PRICING PROPOSAL (Services)  |                     |          |         | SCRRRA COST/<br>PRICE FORM  |            | Page 2 of 5 |                      |
|---|---------------------|----------|---------|---|------------|-------------|----------------------|
| <b>Name of Proposer</b><br>Burns & McDonnell Engineering Company, Inc,  |                     |          |         | <b>Division(s)/Location(S) Where Services Are to Be Performed</b><br>Counties of Ventura, Los Angeles, Orange, Riverside, San Bernardino, various locations<br><b>Contract No. EN108-14</b> |            |             |                      |
| <b>Home Office Address</b><br>1 Pointe Drive, Suite 540<br>Brea, California 92821   |                     |          |         |   |            |             |                      |
| <b>Services to Be Performed</b><br><br>General environmental assessment, remediation, compliance and consulting services. |                     |          |         |   |            |             |                      |
| DETAILED DESCRIPTION OF COST ELEMENTS   |                     |          |         |   |            |             |                      |
| Direct Labor*<br>(Name, title,<br>Function)   | Rate<br>Per<br>Hour | Overhead | Profit  | Fully<br>Burdened<br>Hourly Rate<br>(Subtotal<br>Rate + OH +<br>Profit)   | Overtime** |             | Other<br><br>Explain |
|   |                     |          |         |   | S/T        | D/T         |                      |
| Mitch Monroe<br>Rapid-Response Project Manager  | \$50.07             | \$82.08  | \$19.82 | \$151.97  |            |             |                      |
| Chad Richardson<br>Rapid-Response Team Lead   | \$57.58             | \$94.39  | \$22.80 | \$174.77  |            |             |                      |
| Chris D'Sa<br>Team Responder/ Senior Project Manager  | \$62.00             | \$101.64 | \$24.55 | \$188.18  |            |             |                      |
| Jeffrey Bourgeois<br>Team Responder   | \$39.93             | \$65.46  | \$15.81 | \$121.20  |            |             |                      |
| Holly Shores<br>HES Field Supervisor/Team Responder   | \$38.23             | \$62.67  | \$15.14 | \$116.04  |            |             |                      |
| Nancy Pratheepmanowaong<br>Team Responder   | \$29.89             | \$49.00  | \$11.83 | \$90.72   |            |             |                      |
| Matt Arciaga<br>Team Responder  | \$52.49             | \$86.05  | \$20.78 | \$159.32  |            |             |                      |
| Mariela Castellanos<br>Team Responder   | \$37.35             | \$61.23  | \$14.79 | \$113.36  |            |             |                      |
| Simon Barber<br>Team Responder  | \$40.64             | \$66.62  | \$16.09 | \$123.35  |            |             |                      |
| Vanessa Lee<br>Team Responder   | \$32.74             | \$53.67  | \$12.96 | \$99.37   |            |             |                      |
| Galen Kenoyer, PhD<br>Technical Advisor/Compliance  | \$74.72             | \$122.49 | \$29.58 | \$226.79  |            |             |                      |
| Taylor Elliott<br>Senior Compliance Specialist  | \$45.07             | \$73.88  | \$17.84 | \$136.80  |            |             |                      |
| Patrice Martin<br>QA/QC Advisor/Practice Lead   | \$83.05             | \$136.14 | \$32.88 | \$252.07  |            |             |                      |

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# EXHIBIT B

## COST/PRICE FORM - OPTION SECOND YEAR (CONTRACT YEAR 5)

|                                    | RENTAL PRICES    |          |          |            |           |
|------------------------------------|------------------|----------|----------|------------|-----------|
|                                    | HOURLY           | DAY      | WEEK     | MONTH      | UNIT COST |
| <b>1. Equipment</b>                |                  |          |          |            |           |
| <b>Burns &amp; McDonnell</b>       |                  |          |          |            |           |
| Photoionization Detector (PID)     |                  | \$112.55 | \$450.20 | \$1,575.71 |           |
| Flame Ionization Device (FID)      |                  | \$112.55 | \$450.20 | \$1,575.71 |           |
| Water level indicator              |                  | \$45.02  | \$180.08 | \$630.28   |           |
| Oil/water interface probe          |                  | \$67.53  | \$270.12 | \$945.43   |           |
| Disposable bailer                  |                  |          |          |            | \$11.26   |
| Slide hammer                       |                  | \$45.02  | \$180.08 | \$630.28   |           |
| Hand auger                         |                  | \$45.02  | \$180.08 | \$630.28   |           |
| Brass sleeves                      |                  |          |          |            | \$11.26   |
| Senisdyne Draeger tube             |                  |          |          |            | \$16.88   |
| Disposable Respirator (ea)         |                  |          |          |            | \$11.26   |
| Respirator Cartridge - OV (pair)   |                  |          |          |            | \$33.77   |
| Siploc bags (box)                  |                  |          |          |            | \$11.26   |
| Neoprene gloves (pair)             |                  |          |          |            | \$22.51   |
| Disposable Camera 24 exp (ea)      |                  |          |          |            | \$28.14   |
|                                    |                  |          |          |            |           |
| <b>United Pumping Services</b>     |                  |          |          |            |           |
| Emergency Response utility truck   | \$49.00          |          |          |            |           |
| 50 BBL vacuum truck                | \$94.00          |          |          |            |           |
| Stakebed truck with liftgate       | \$32.00          |          |          |            |           |
| Biowaste trailer                   |                  | \$135.00 |          |            |           |
| Hydrotech High pressure wash       | \$62.00          |          |          |            |           |
| 55-gallon DOT drum (ea)            |                  |          |          |            | \$43.00   |
| 30-gallon poly drum (ea)           |                  |          |          |            | \$47.00   |
| Plastic bags/red bags (ea)         |                  |          |          |            | \$1.00    |
| Biosolve (gal)                     |                  |          |          |            | \$16.00   |
| Bleach/Kleen Green (gal)           |                  |          |          |            | \$5.00    |
| Tyvek suit (ea)                    |                  |          |          |            | \$12.00   |
| Hazardous waste labels (ea)        |                  |          |          |            | \$0.80    |
| Rubber gloves (pair)               |                  |          |          |            | \$4.00    |
| Bag absorbent (bag)                |                  |          |          |            | \$9.50    |
| Brooms, shovels (ea)               |                  | \$20.00  |          |            |           |
| Generator                          |                  | \$96.00  |          |            |           |
| Auxiliary lighting                 |                  | \$62.00  |          |            |           |
| Other non-specified Direct Costs** | To Be Negotiated |          |          |            |           |

\*\* Note: All Rates Not Listed

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# EXHIBIT B

## COST/PRICE FORM - OPTION SECOND YEAR (CONTRACT YEAR 5)

| 2. Other Direct Costs (Itemize)  | Description         | Rate        |
|--|---------------------|-------------|
| <b>Burns &amp; McDonnell</b>   |                     |             |
| On-call Retainer   | Monthly             | \$ 4,000.00 |
| Pickup Truck (daily rate plus mileage)   | Day/Mile            | \$75/\$0.38 |
| Mileage (personal vehicle, per mile)   | Mile                | IRS Rate    |
| Level D - Tyvek, Pair gloves, Safety Glasses, Hardhat                              | Employee/Shift      | \$ 11.26    |
| Level C - premium  | Employee/Shift      | \$ 56.28    |
| Pager with 800-number  | Monthly             | -           |
| Cell phone   | Monthly             | -           |
|  |                     |             |
| <b>Subcontracted Labor</b>   |                     |             |
| Safety Consultant  |                     |             |
|  |                     |             |
| Spill Response - United Pumping  |                     |             |
| Field Supervisor   | Hour                | \$ 65.75    |
| Field Supervisor - Overtime  | Hour                | \$ 82.75    |
| Field Technician   | Hour                | \$ 57.50    |
| Field Technician - Overtime  | Hour                | \$ 73.50    |
| Laborer  | Hour                | \$ 46.50    |
| Laborer - Overtime   | Hour                | \$ 62.50    |
| Offloading   | Hour                | \$ 75.00    |
| Disposal fee plus service charge (varies per site)                                 | Cost Plus<br>15.75% |             |
|  |                     |             |
| Analytical Laboratory - AETL   |                     |             |
| pH (150.1)   | EA                  | \$ 7.50     |
| Total Suspended Solids (160.2)   | EA                  | \$ 10.00    |
| Oil & Grease (413.1/413.2)   | EA                  | \$ 30.00    |
| Specific Conductance (120.1)   | EA                  | \$ 7.50     |
| TPH-d (8105M)  | EA                  | \$ 38.00    |
| VOCs (8260B)   | EA                  | \$ 60.00    |
| Other Analyses   | To Be Negotiated    |             |
|  |                     |             |
| Other subcontracted labor/equipment**<br>(excluding disposal and analytical costs) | To Be Negotiated    |             |
|  |                     |             |

\*\*Note: All Rates Not Listed

*Rmn*  
*3/26/14*

## EXHIBIT 4 — TRAVEL POLICY

*Rmm*  
*3/26/14*

## TRAVEL POLICY

All travel previously authorized by Authority shall be reimbursed in accordance with the California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). All bills shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.

If charged to Authority, all travel, whether to Los Angeles or from Los Angeles to other locations, shall be approved in writing in advance by Authority's Project Manager.

Time for travel will not be reimbursed.

### A. Auto Mileage

Auto Mileage if using personal automobile will be reimbursed at the IRS rate.

### B. Air Travel

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule required immediate travel at a time when higher class accommodations are the only accommodations available. Downgrading (exchange) of airline ticket where the Proposer receives financial or personal gain is not permitted. If a trip is postponed, reservations should be canceled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

Authority does not pay for air travel insurance.

### C. Accommodations

Authority will reimburse hotel room fees at room rate not-to-exceed the California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

### D. Meals

Meals will be reimbursed up to a maximum of \$40.00 per day of travel, based on the actual cost, see California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. Authority will not pay for alcoholic beverages.

*Handwritten:* Rnm 3/26/14

**E. Telephone Usage**

Consultant's employees shall submit documentation regarding all telephone calls charged to Authority. Documentation must include the name of the party being called and the purpose of the call. Authority shall allow one business call upon arrival and one call prior to departure. Authority will not pay for additional business calls unless directly related to the Agreement. Personal telephone calls are not reimbursable.

**F. Parking and Ground transportation**

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Proposer's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

|               |                              |
|---------------|------------------------------|
| 1-2 Travelers | Compact                      |
| 3 Travelers   | Medium/Intermediate          |
| 4-5 Travelers | Full Size/Standard Equipment |
| 6+ Travelers  | Van                          |

Consultant's employees must fuel rental automobiles prior to turn-in as rental companies normally add a large service charge to fuel costs.

Consultant's Employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting Authority business is reimbursable.

Transportation related to toll charges incurred while on Authority business is reimbursable.

**G. Baggage Handling**

Baggage Handling service fees within or outside the Los Angeles region are reimbursable at standard reasonable rates.

**H. Other Business Expenses**

Supplies, equipment rental, reprographics, and facsimile-related expenses may be reimbursed when traveling on Authority business. Such expenses shall be billed at cost.

*Rmn*  
*3/26/14*

**I. Non-Allowable Expenses**

Authority will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc. Pursuant to Authority's policy, costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable per 48 CFR Part 31.2 (FAR).

*Rm*  
*3/20/14*

# RAILROAD PROTECTIVE LIABILITY DECLARATIONS



Issued by Liberty Mutual Fire Insurance Company

Policy Number TE2-Z41-432888-284  
Renewal of TE1-141-432888-289  
Account Number 4-432888

Issuing Office St. Louis, MO  
Issue Date 2014-01-30  
Sub Account 0002

Named Insured and Mailing Address  
Southern California Regional Rail Authority  
700 S Flower St 26<sup>th</sup> Fl  
Los Angeles, CA 90017-4104

Franchise 0000

Form of Business Corporation

Policy Period: The policy period is from 01/01/2014 to 01/01/2015 12:01 A.M. standard time at the Insured's mailing address.

Job Location:  
Los Angeles, CA. On-Call Emergency Environmental Compliance and Consulting Services

Designated Contractor:  
Burns & McDonnell

Designated Contractor Mailing Address:  
PO Box 419173  
Kansas City, MO 64141

Name and Address of Involved Governmental Authority or Other Contracting Party:  
Southern California Regional Rail Authority  
700 S Flower St 26<sup>th</sup> Fl  
Los Angeles, CA 90017-4104

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

## LIMITS OF INSURANCE

|                       |               |
|-----------------------|---------------|
| Each Occurrence Limit | \$ 5,000,000  |
| Aggregate Limit       | \$ 10,000,000 |

## SCHEDULE

The declarations are completed on the accompanying "Declarations Extension Schedule(s)".

|   |          |
|---|----------|
| Railroad Protective Liability Coverage Part Premium | \$ 6,186 |
| Endorsement Premium                                 | \$ 62    |
| Other Charge(s)                                     | \$       |
| Amount Payable at Inception                         | \$ 6,248 |
| Policywriting Minimum Premium                       | \$ 1,500 |

Forms Applicable: See Attached Inventory

Producer 0073 004710  
Lockton Companies LLC (Kansas City Series)  
444 W 47<sup>th</sup> St Ste 900  
Kansas City MO 64112