

METROLINK

ORIGINAL
CONFORMED

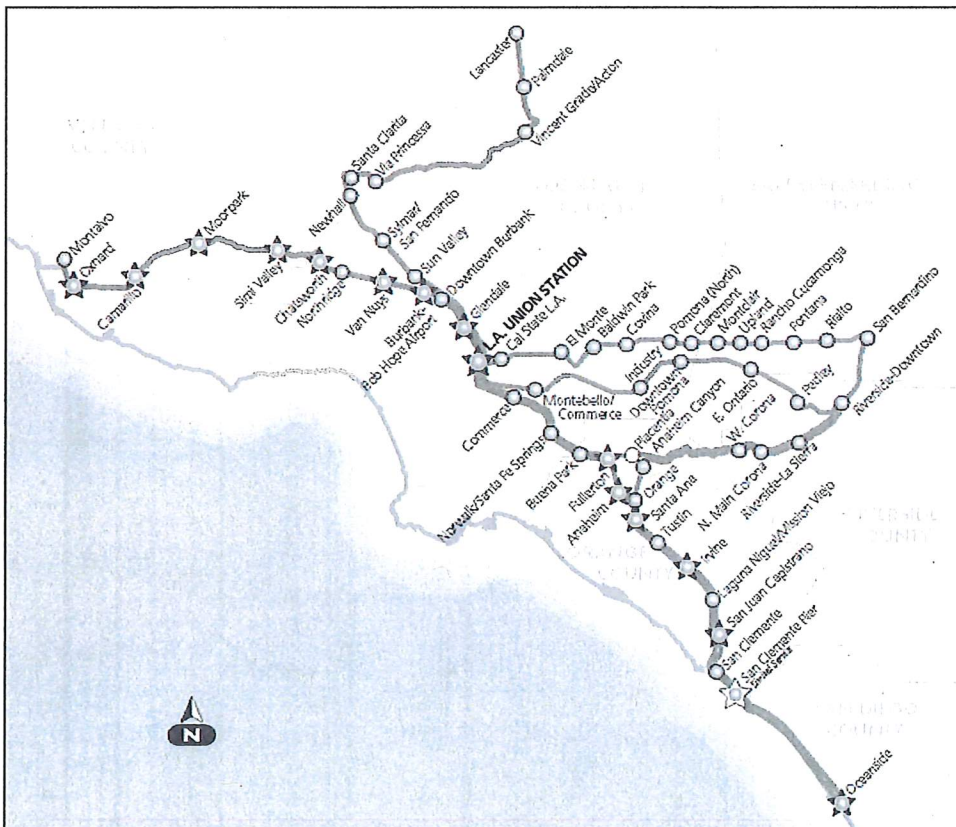
Southern California Regional Rail Authority



CONFORMED CONTRACT

CONTRACT NO. QM152-15

DBE and LABOR COMPLIANCE
MONITORING SERVICES FOR
COMMUTER RAILROAD PROJECTS



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

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

CONFORMED CONTRACT NO. QM152-15

**LABOR COMPLIANCE MONITORING SERVICES FOR COMMUTER RAILROAD
PROJECTS**

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This Agreement is made and entered into as of this 1st day of February 2015 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "Authority") and PADILLA & ASSOCIATES, 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, Authority desires to hire consultant(s) to perform the Labor Compliance Monitoring Services for Commuter Railroad Projects;

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 the Services and related tasks as described in Attachment A - Scope of Services, attached hereto and 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.

2. PERIOD OF PERFORMANCE

The period of performance shall be from February 1, 2015 to June 30, 2015, with three one-year options that may be exercised at the sole discretion of Authority.

3. PAYMENT

- A. 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 One Hundred Thousand (\$100,000) including all amounts payable to Consultant for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit.
- B. The schedule of costs specified in Exhibit 5, corresponding to services to be performed as set forth in the Attachment A – Scope of Services shall establish the basis for periodic payments to the Consultant.
- C. Invoicing

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

Consultant shall submit an electronic invoice to:

AccountsPayable@scrra.net

As well as an electronic copy to the Project Manager

Each invoice shall include the following information:

- Contract number and project identification name/number(s)
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by Authority

E. Payment

Authority shall remit payment within thirty (30) calendar days of approval of the invoices by Authority's Project Manager.

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.

In the event the 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.

4. 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 the Authority:

Southern California Regional Rail Authority
700 South Flower Street, 26th Floor
Los Angeles, CA 90017-4101
Attn: Diana Vasquez
Contract Administrator

To the Consultant:

Padilla & Associates, Inc.
211 E. City Place Drive
Santa Ana, CA 92705
Attn: Patricia Padilla
Project Manager

5. AUTHORITY AND CONSULTANT'S REPRESENTATIVES

A. Authority's Project Manager

The Authority's Project Manager under this agreement shall be the Manager, Contracts Administration and Procurement.

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>
Patricia Padilla	Project Manager
Lauren Padilla	DBE Compliance Support
Tony Dupre	Labor Compliance Support

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.

6. 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. Authority shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect such termination. 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.

7. 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 the Authority within the time permitted by Authority, then Authority may terminate this Agreement due to Consultant's breach of this Agreement.
- 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 Article 22.0, Compliance with Lobbying Policies, then 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, Services similar in scope and level of effort to those so terminated, and Consultant shall be liable to Authority for all of its costs and damages, including, but not limited, any excess costs for such Services.
- 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 Article 8, 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.

8. 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.

9. SUBCONTRACTING

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 subsubconsultant shall have no claim, and shall take no action against Authority, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by Consultant.

**Subconsultants Names and
Addresses**

Services to Be Performed

NONE USED

10. INDEPENDENT CONSULTANT

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

11. INSURANCE

Throughout the duration of this Agreement, Consultant shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions. Consultant shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

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 \$1,000,000 per occurrence, and
2. Primary Property Damage Liability Limits of \$1,000,000 per occurrence,
3. Aggregate liability for both injury and property damage liability of \$2,000,000.

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.

Prior to commencement of any work hereunder, Consultant shall furnish to Authority's Contract Administrator an endorsement showing the required insurance coverages for Consultant and further providing that:

- a. Authority, its officers, directors, employees and agents are named as an additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance hereunder;
- b. The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder; and
- c. Thirty (30) days prior written notice of cancellation or of material change in coverage be given to Authority by endorsement.

12. 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) arising from or connected with any alleged act and/or omission of Consultant, its officers, directors, employees, agents, subconsultants or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

13. REVISIONS IN SCOPE OF WORK

By written notice or order, Authority may, from time to time, order work suspension or make changes to this Agreement. Changes in the Services shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, Consultant shall perform the Services, as amended.

14. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by the Consultant under this Agreement is to be released by Consultant to any other person or entity except as necessary for the performance of the Services. All press releases or information concerning the Services that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, shall first be authorized in writing by the Authority.
- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of the Authority without restriction or limitation on their use and shall be made available upon request to the Authority at any time. Original copies of such shall be delivered to the Authority upon completion of the work or termination of the work. The Consultant shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the Authority.

15. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of Authority. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from Authority. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by Authority.

16. 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 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.

17. EQUAL OPPORTUNITY

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 handicap, 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.

18. STANDARD OF PERFORMANCE

- A. Consultant shall perform and exercise, and require its subconsultants/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 authority.

19. 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 the Authority, or (2) served as a Board Member/Alternate or an employee of the Authority within the previous 12 months of the date of the proposed employment or retention by Consultant. Consultant's written notice 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.

20. 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 subsubconsultant 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 subsubconsultant.

21. 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.

22. 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.

23. 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. 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 stake holder, 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.

24. 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.

25. FORCE MAJEURE

Performance of each and all Consultant's and Authority's covenants herein shall be subject to such delays as may occur without Consultant's or Authority's fault from acts of God, strikes, riots, or from other similar causes beyond Consultant's or Authority's control.

26. GOVERNING LAW

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.

27. 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.

28. 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 the Authority's Board of Directors, and in all instances require prior signature of an authorized representative of the Authority.

29. ★APPLICABILITY OF FEDERAL GRANT CONTRACT

This Contract may be subject to one or more financial assistance contracts between Authority and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1D. The Consultant and its Subcontractors are required to comply with all terms and conditions prescribed for third

party contracts in these documents. Federal laws, regulations, policies and administrative practices may be modified or codified after the date this contract is established and may apply to this Contract. To assure compliance with changing federal requirements, acceptance of contract award indicates that the Consultant agrees to accept all changed requirements that apply to this Contract.

30. ★INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

31. ★FEDERAL FUNDING LIMITATION

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

32. ★NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

33. ★FEDERAL CHANGES

In the event local, State or federal laws or regulations that were not announced or enacted at the time of the Contract award are enacted before performance of the Work

and such laws or regulations make standards more stringent or compliance more costly under this Contract, the Consultant shall notify Authority in writing of such laws or regulations and their effects on the pricing or delivery schedule promptly after the Consultant first becomes aware of the laws and regulations and prior to incurring any such expenses.

The Authority will make a determination as to whether the Consultant should be reimbursed for any such expenses or any time extensions should be granted.

The Consultant shall be deemed to have had notice of any federal law or regulation announced or enacted at the time of contract award, even though such law or regulation did not take effect or become operative until some date after the Contract award.

The Consultant shall, immediately upon becoming aware of any such imposition or change of requirement, provide the Authority with full and detailed particulars of the changes required in the Work and of cost involved therein, or shall be deemed to have waived any rights under this Article. In the event any governmental requirements are removed, relaxed, or changed in any way after the date of contract award so as to make the Consultant's performance less expensive, or less difficult, then the Authority shall have the option either to require the Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the Work affected for all savings in direct costs which may be realized by the Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by the Consultant. The Authority shall give the Consultant notice of the Authority's determination, and anticipated savings.

34. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

35. ★PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate.

- B. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate.
- C. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

36. ★FEDERAL LOBBYING RESTRICTIONS

Consultant certified in their Proposal that it has not and shall not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352 (Certification Form is included as Exhibit 1A). Each and every Subcontractor at all tiers also certified to the tier above that it will not and has not used federal appropriated funds for such purpose. Each Consultant and Subcontractor at all tiers also disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the Authority.

The Consultant and Subcontractors at all tiers shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form (Form is included as Exhibit 1B). An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Contract; or
- (2) A change in the person(s) influencing or attempting to influence this federally funded Contract; or
- (3) A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Contract.

37. ★ENERGY CONSERVATION REQUIREMENTS

Consultant shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6321 et seq.).

38. ★CLEAN WATER REQUIREMENTS

The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Consultant agrees to report any violation of these requirements resulting from any project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

39. ★CLEAN AIR

The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

40. ★REQUIREMENTS OF AMERICANS WITH DISABILITIES ACT

The Consultant is also required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- 1.1 U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- 1.2 U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.
- 1.3 U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35.
- 1.4 DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- 1.5 U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- 1.6 U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630.

- 1.7 U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F.
- 1.8 FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
- 1.9 Any implementing requirements that the FTA may issue.

41. ★CIVIL RIGHTS REQUIREMENTS

The following requirements apply to this Contract:

A. Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Consultant agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal

transit law at 49 U.S.C. §5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Consultant agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

42. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Southern California Regional Rail Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." This DOT-assisted project is subject to these stipulated regulations, which are hereby incorporated in their entirety by this reference. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Please see Exhibit A for DBE Program requirements and forms.

43. PREFERENCE FOR RECYCLED PRODUCTS

To the extent practicable and economically feasible, the Consultant agrees to provide a competitive preference for recycled products to be used in the work pursuant to the U.S. Environmental Protection Agency Guidelines at 40 CFR Part 247-253, implementing Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.

The Consultant should use both sides of paper sheets for copying and printing where practicable.

Credit for sale of scrap materials will be the actual amount, without markup or fee.

44. ★AUDIT AND INSPECTION OF RECORDS

- A. Consultant shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Consultant agrees

that Authority or any duly authorized representative the U.S. Department of Transportation and the Comptroller General of the United States 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. 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 final payment under this Agreement unless Authority's written permission is given to dispose of material prior to this time.

- B. Consultant further agrees to include in all of its subcontracts under this Contract a provision to the effect that the Subcontractor agrees that Authority, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly Authorized Representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subcontractor. The term "subcontract" as used in this Section excludes:
- (1) Purchase orders not exceeding \$10,000.00 and
 - (2) Subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly Authorized Representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

45. PROMPT PAYMENT TO SUBCONSULTANTS

Consultant agrees to make prompt payment to all Subcontractors (both Disadvantaged and Non-disadvantaged Business Enterprises) for satisfactory work performed. 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 Subcontractor's invoice to insure performance or for any other reason, Consultant agrees to make payment of such retainage within 15 (fifteen) working days of satisfactory completion of the work or other obligation.

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 Contract, 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 Subcontractor, or termination of the contract in accordance with the Article entitled TERMINATION FOR DEFAULT.

46. ★PRIVACY

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

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

47. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A - Services, (3) provisions of Confirmed Contract No. QM152-15 and (4) Consultant's proposal.

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

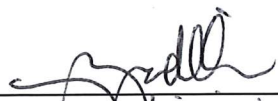
49. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC

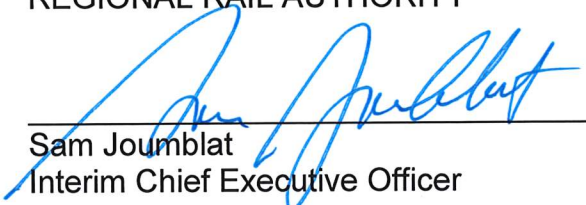
- A. Authority shall review and approve in writing all Authority related copy proposed to be used by Consultant for advertising or public relations purposes prior to publication. Consultant shall not allow Authority related copy to be published in its advertisements and public relations programs prior 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.
- B. 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.
- C. If Consultant receives a complaint from a citizen or the community, Consultant shall inform Authority as soon as possible and inform Authority of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

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

PADILLA & ASSOCIATES, INC.

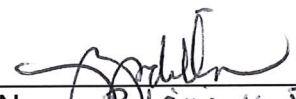
SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY


Name Patricia K. Padilla
Title President


Name Sam Joumblat
Interim Chief Executive Officer

4/17/2015
Date

4/17/15
Date


Name Patricia K. Padilla
Title Secretary
4/17/2015
Date

Tax I.D. No. 33-0889949

APPROVED AS TO FORM:


Don Del Rio
General Counsel

EXHIBIT A – DISADVANTAGED BUSINESS ENTERPRISE (DBE) **PROGRAM AND FORMS**

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Southern California Regional Rail Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs." This DOT-assisted project is subject to these stipulated regulations, which are hereby incorporated in their entirety by this reference.

In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

The Authority has recently received DOT/FTA and Authority Board approval to re-instate race-conscious DBE Program measures, including contract-specific DBE goals, to assist the Authority in meeting its nine percent (9%) overall DBE goal. Although a DBE goal has not been established for this Contract, the Authority strongly encourages Consultants to utilize DBEs to the maximum extent possible, to assist the Authority in meeting its overall DBE goal.

A. DBE Certification and Eligibility

- The Authority requires all DBEs listed by the Consultant for participation to be DBE certified by a California Unified Certification Program (CUCP) certifying member agency. The Authority is a non-certifying member agency of the CUCP. Therefore, the Authority will accept DBE certifications from member agencies which certify the eligibility of DBEs in accordance with 49 CFR Part 26.81, under the CUCP. Listings of DBEs certified by the CUCP are available at www.dot.ca.gov/hq/bep/find_certified.htm.
- It is the responsibility of the Consultant to verify the DBE certification status of all listed DBEs prior to listing the firm as a DBE participant.
- It is also the responsibility of the Consultant to ensure that each DBE is certified in the NAICS code that corresponds to the DBE's contract scope of work.
- A DBE may participate as a prime Consultant, subconsultant, joint venture partner with a prime or subconsultant, vendor of material or supplies, or trucking company.
- A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

B. Commercially Useful Function Standards

- A DBE must perform a commercially useful function in accordance with 49 CFR 26.55.
- A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing,

and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

- A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume that it is performing a commercially useful function.
- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

C. DBE "Frauds" and "Fronts." Only legitimate DBEs are eligible to participate in federally funded contracts. Therefore, Consultants are hereby cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-DBEs constitutes criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation via telephone at the toll-free hotline 800-424-9071, email at hotline@oig.dot.gov, online complaint form at <https://www.oig.dot.gov/dot-oighotline-complaint-form> or U.S. mail at DOT Inspector General, 1200 New Jersey Ave. SE, West Bld. 7th Floor, Washington, DC 20590. The hotline is open 24 hours per day, seven days per week. Additional information can be found on www.oig.dot.gov/hotline.

D. Authority Form 103 – "Monthly DBE and SBE Utilization and Payment Report." If the Consultant is a DBE and/or has proposed to utilize DBEs, the Consultant will be required to complete and submit Form 103 to the Authority on a monthly basis until completion of the Contract, to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. The Consultant shall show the total dollar figure paid to DBEs utilized on the Contract through the applicable reporting period, including the scope of work/services performed/provided and the corresponding subcontract dollar value of work. The Consultant is advised not to credit the participation of DBEs until the amount being credited has been paid to the DBE. Upon completion of the Contract, the Consultant will be required to prepare and submit a "Monthly DBE and SBE Utilization and Payment Report" clearly marked "Final."

E. DBE Crediting Provisions. Credit for DBE participation is determined according to the following provisions:

- When a DBE is proposed to participate in the Contract, either as a prime Consultant or subconsultant, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward race-neutral DBE participation.
- If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- If a DBE intends to subcontract part of the work of its subcontract to a lower tier subconsultant, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE subconsultant is a certified DBE and actually performs the work with its own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Consultant's race-neutral DBE attainment.

- Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
 1. Sixty percent (60%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a regular dealer; or
 2. One hundred percent (100%) of expenditure(s) for equipment, materials, and supplies required under the Contract, obtained from a DBE manufacturer.
- The following types of fees or commissions paid to DBE subconsultants, brokers, and packagers may be credited toward race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 1. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 2. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 3. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- Consultant may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
 1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 6. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for

others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- If the Consultant listed a non-certified DBE 1st tier subconsultant to perform work on this Contract, and the non-certified DBE subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower-tier DBE certified subconsultant or Vendor, the value of work performed by the lower-tier DBE firm's own forces can be counted toward race-neutral DBE participation on the Contract.
- The Consultant is advised not to count the participation of DBEs toward the Consultant's race-neutral DBE attainment until the amount being counted has been paid to the DBE.

F. Performance of DBE Subconsultants. The following requirements govern the performance of DBE subconsultants:

- DBEs listed by the Consultant in its "DBE Race-Neutral Participation Listing" Form submitted with the executed Contract documents shall perform the work and supply the materials for which they are listed, unless the Consultant has received prior written authorization from the Authority to perform the work with other forces or to obtain the materials from other sources.
- Consultant shall provide written notification to the Authority in a timely manner of any changes to its anticipated race-neutral DBE participation. This notice should be provided prior to the commencement of that portion of the work.

G. Additional DBE Subconsultants. In the event that the Consultant identifies additional DBE subconsultants or suppliers not previously identified for DBE participation under the Contract, Consultant shall notify the Authority by completing and submitting a "**DBE Addition/Substitution/Termination Request**" form to enable Consultant to capture all race-neutral DBE participation. Consultant shall also submit, for each DBE identified after Contract execution, a written confirmation from the DBE acknowledging that it is participating in the Contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

H. DBE Certification Status. If a listed DBE is decertified during the life of the project, the decertified DBE shall notify the Consultant in writing with the date of decertification. If a non-DBE becomes a certified DBE during the life of the project, the DBE shall notify the Consultant in writing with the date of certification. The Consultant shall furnish the written documentation to the Authority in a timely manner.

I. DBE Substitutions and Terminations. Consultant shall be required to comply with 49 CFR § 26.53 regarding DBE subconsultant terminations, including the following:

- A Consultant shall not terminate a listed DBE subconsultant without the Authority's prior written consent.
- Prior to the termination request, the prime Consultant must notify the DBE, in writing, of the intent to terminate, allowing for five days of response time in opposition of the rejection.

- A Consultant may only terminate a DBE subconsultant for "good cause," as defined in 49 CFR § 26.53.
- Good cause does NOT exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the Consultant (e.g., failure of the Consultant to make timely payments or the unnecessary placing of obstacles in the path of the DBE's work). Good cause also does NOT exist if the Consultant seeks to terminate a DBE so that it can self-perform the work of the terminated DBE.
- In the event that the Consultant needs to substitute or terminate a DBE firm AND if the substitution/termination request meets the definition of "good cause," the Consultant shall notify the Authority by completing and submitting a **"DBE Addition/Substitution/Termination Request" form** for the Authority's prior written approval.
- The Consultant must make a Good Faith Effort (GFE) to replace the terminated DBE with another DBE. The Consultant's GFE shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the Consultant's DBE participation commitment approved by the Authority prior to award of the Contract.
- Failure by the Consultant to adhere to these requirements may constitute a material breach of contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate.

J. Non-Compliance and Administrative Sanctions. A Consultant determined to be non-compliant with DBE Program requirements may be subject to administrative sanctions as outlined below:

- A non-compliant Consultant may be notified by the DBELO or designee, that administrative remedies shall be imposed for failure to: (a) meet the contractor's DBE commitment by contract end, (b) submit documentation of Good Faith Efforts, (c) submit required DBE utilization reports, (d) submit verification of prompt payment to DBE subconsultants, and/or (e) comply with proper DBE termination procedures. The notice shall state the specific administrative remedies to be imposed.
- The Consultant shall be given ten (10) working days from the date of the notice to file a written appeal to the Authority's Executive Director. Failure to respond within the ten (10) day period shall constitute a waiver of appeal.
- The Executive Director or his designee may schedule a hearing to gather additional facts and evidence, and shall issue a final written determination on the matter within thirty (30) working days following receipt of the written appeal. The written decision of the Executive Director or designee is final and there is no further appeal.
- Administrative remedies shall be determined by the DBELO and/or designee and may include, but will not be limited to:

1. Suspension of progress payments to the Consultant or of any monies held by the Authority as retention on the contract until the Consultant is brought into compliance; and/or
2. Termination of the contract in part or in whole.

K. Consultant's Assurance Clause Regarding Non-Discrimination. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Consultant shall ensure that the following clause is placed in every Subcontract agreement: "The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract." The Consultant shall carry out applicable requirements of federal law. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
RACE-NEUTRAL PARTICIPATION LISTING****INSTRUCTIONS TO PRIME CONSULTANT:**

1. Consultant shall complete and submit this form to the Authority no later than contract execution date.
2. **Proof of DBE certification, in the NAICS code that corresponds to the DBE's "Description of Work to be Performed" must be attached for each proposed DBE.**
3. Consultant shall complete and submit this form even if no DBE participation will be reported. In the event of no DBE participation, Consultant shall mark "none" under the DBE firm name. Consultant must complete the last page of this form with all the required information.
4. Consultant shall list all DBEs participating on the contract, regardless of tier. **If the Prime Consultant is a certified DBE, it shall list its firm in the first box below.** For DBE participation crediting purposes, a DBE prime Consultant shall only list the \$ and % of total contract value to be performed with its own workforce.
5. If 100% of a work item is not to be performed or furnished by a DBE, calculate and list the exact portion of the item to be performed or furnished by the DBE.
6. The DBE must perform a commercially useful function on the contract. Refer to Contract Sections entitled "DBE Eligibility and Commercially Useful Function Standards" and "DBE Crediting Provisions" and 49 CFR 26.55: "Counting DBE Participation" for additional DBE calculating and crediting provisions.

DBE Firm Name: Padilla & Associates, Inc. (Prime Consultant)		Description of Work to be Performed: DBE and Labor Compliance Services															
Address, City, State, Zip: 211 East City Place Drive, Santa Ana, CA 92705																	
Contact Person: Patricia K. Padilla, President		Check Appropriate Box Describing Subcontractor/Supplier Activity: <table border="1"><tr><td>Subcontractor</td><td rowspan="3">X</td><td>Supplier (60%)</td><td></td></tr><tr><td>Prime Consultant</td><td>Broker</td><td></td></tr><tr><td>Regular Dealer (60%)</td><td></td><td></td></tr><tr><td>Manufacturer</td><td></td><td>Trucker</td><td></td></tr></table>		Sub contractor	X	Supplier (60%)		Prime Consultant	Broker		Regular Dealer (60%)			Manufacturer		Trucker	
Sub contractor	X			Supplier (60%)													
Prime Consultant				Broker													
Regular Dealer (60%)																	
Manufacturer				Trucker													
Telephone #: (714) 973-1335																	
Email Address: ppadilla@padillainc.com																	
DBE Sub contract \$ Amount: \$100,000.00	DBE Sub contract % of Prime Contract Value: 100%																

Consultant: Padilla & Associates, Inc.

SCRRA Contract QM152-15

DBE Firm Name: No Subcontractors		Description of Work to be Performed:	
Address, City, State, Zip:			
Contact Person:		Check Appropriate Box Describing Subcontractor/Supplier Activity:	
Telephone #:		Subcontractor	Supplier (60%)
Email Address:		Regular Dealer (60%)	Broker
DBE Subcontract \$ Amount:	DBE Subcontract % of Prime Contract Value:	Manufacturer	Trucker

DBE Firm Name: No Subcontractors		Description of Work to be Performed:	
Address, City, State, Zip:			
Contact Person:		Check Appropriate Box Describing Subcontractor/Supplier Activity:	
Telephone #:		Subcontractor	Supplier (60%)
Email Address:		Regular Dealer (60%)	Broker
DBE Subcontract \$ Amount:	DBE Subcontract % of Prime Contract Value:	Manufacturer	Trucker

NOTE: THIS PAGE CAN BE DUPLICATED UNTIL ALL PARTICIPATING DBEs ARE LISTED.

Consultant: Padilla & Associates, Inc.

SCRRA Contract QM152-15

Consultant:	Padilla & Associates, Inc.	SCRRA Contract #:	QM152-15 7.
Contact Name:	DBE & LABOR Compliance Monitgoring Services for Commuter Rail Projects	Total Contract Amount:	\$ 100,000.00
Title:	President	Proposed DBE Race Neutral Participation Amount:	\$ 100,000.00
Address:	211 East City Place Drive	DBE Race Neutral % of Total Contract Value:	100 %
City/State/Zip:	Santa Ana, CA 92705		
Phone:	(714) 973-1335	Email Address:	ppadilla@padillainc.com

1.



Signature of Authorized Representative

Patricia K. Padilla

8. Name

President

Title

4/17/2015

Date

**MONTHLY DBE AND SBE UTILIZATION AND PAYMENT REPORT FORM
(SCRRA FORM 103)**

MONTHLY DBE AND SBE UTILIZATION AND PAYMENT REPORT (SCRRA FORM 103)

Reporting Period (Mo/Yr): _____
Report Number: _____
 SCRRA Contract Number: _____
 Prime Contractor/Consultant: _____
 Contact Name: _____
 Telephone #: _____
 Email Address: _____

Contract Award Date: _____
 Original Contract Award Amount: _____
 Current Contract Value: _____
 Total Dollars Paid to Prime to date: \$ _____
SCRRA's Overall DBE Goal (%): **9%**
Prime's DBE Commitment (%): _____
 \$ Paid to DBEs this Reporting Period: \$ _____
 Total \$ Paid to DBEs to date: \$ _____
 Race-Neutral DBE Participation % to date: _____%

Report prepared by: _____
 Report reviewed by: _____
 Signature: _____
 Title: _____
SCRRA's SBE Contract Goal (%): **n/a**
Prime's SBE Commitment (%): _____
 \$ Paid to SBEs this Reporting Period: \$ _____
 Total \$ Paid to SBEs to date: \$ _____
 SBE Participation % to date: _____%

DBE/SBE	List DBE, SBE or Both *	\$ Paid to DBE/SBE this Reporting Period	Total \$ Paid to DBE/SBE to Date	Type of Work Performed (Scope)	Original \$ Committed to DBE/SBE at Contract Award	% of Work Completed	List Reason(s) for Any Under-Utilization of DBEs/SBEs
Name: _____ Address: _____ City, State, Zip Code: _____ Phone #: _____ Email: _____ Please select: Subcontractor Broker Trucker Supplier/Regular Dealer Manufacturer Verification of Payment Attached? YES NO							
Name: _____ Address: _____ City, State, Zip Code: _____ Phone #: _____ Email: _____ Please select: Subcontractor Broker Trucker Supplier/Regular Dealer Manufacturer Verification of Payment Attached? YES NO							
Name: _____ Address: _____ City, State, Zip Code: _____ Phone #: _____ Email: _____ Please select: Subcontractor Broker Trucker Supplier/Regular Dealer Manufacturer Verification of Payment Attached? YES NO							

Comments and/or Good Faith Efforts performed during this reporting period: _____

DBE ADDITION/SUBSTITUTION/TERMINATION REQUEST FORM

DBE ADDITION/SUBSTITUTION/TERMINATION REQUEST FORM

INSTRUCTIONS TO PRIME CONSULTANT

1. Prime Consultant shall provide the Authority with the information requested below upon identification of an additional DBE not previously listed to perform under this Contract.
2. Prime Consultant shall provide written confirmation from the DBE, that it is participating in this Contract for a specified dollar value and specified work item(s) (a signed subcontract agreement may serve as written confirmation).
3. Any DBE substitutions or terminations require written justification from the prime Consultant and shall only be permitted for "good cause," as defined in the Authority's Contract provisions.
4. All requests for DBE additions/substitutions/terminations shall be in accordance with the Contract provisions and are subject to prior written approval by the Authority.

SCRRRA Contract #:	Contract Name/Title:		
Prime Consultant:	Date of Contract Award:	Initial Contract \$ Value:	Current Contract \$ Value:
Name of Person Completing this Form:	Phone #:	Email Address:	
Business Address, City, State and Zip:			
Please provide the following information for each proposed ADDITIONAL DBE:			
DBE Firm Name:	Proof of DBE certification attached? (REQUIRED) <input type="checkbox"/> YES		
Business Address, City, State and Zip:	Phone #:		
Contact Name:	Email Address:	Is the Additional DBE Replacing Another DBE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Summary of Proposed Scope of Work:			
Proposed DBE Subcontract Amount:	% of Current Prime Contract Value:	Type of Firm: <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier <input type="checkbox"/> Broker <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Trucker	
Please provide the following information for any DBE SUBSTITUTIONS/TERMINATIONS:			
Name of DBE to be Substituted/Terminated:	Type of Firm: <input type="checkbox"/> Subconsultant <input type="checkbox"/> Supplier <input type="checkbox"/> Broker <input type="checkbox"/> Regular Dealer <input type="checkbox"/> Manufacturer <input type="checkbox"/> Trucker		
State Reason(s) for Substitution/Termination (attach all supporting documentation):			
Prime Consultant Signature:			Date:

FOR SCRRRA USE ONLY:

If NOT approved, state reason(s):

Reviewed by (PM):	Name:	_____	Signature:	_____	Date:	_____
Reviewed by (CA):	Name:	_____	Signature:	_____	Date:	_____
Approved by (DBELO):	Name:	Dalia Sabaliauskas	Signature:	_____	Date:	_____

Contractor: Padilla & Associates, Inc.**DBE RACE-NEUTRAL PARTICIPATION LISTING****INSTRUCTIONS TO CONTRACTOR:**

9. THE CONTRACTOR MUST EXECUTE AND SUBMIT THIS FORM ENTITLED "DBE RACE-NEUTRAL PARTICIPATION LISTING" TO THE AUTHORITY, EVEN IF NO DBE PARTICIPATION WILL BE REPORTED. IN THE EVENT OF NO DBE PARTICIPATION, CONTRACTOR SHALL MARK "NONE" UNDER DBE FIRM NAME.
10. REFER TO PAGE 5 FOR IMPORTANT PROVISIONS CONCERNING DBE RACE-NEUTRAL PARTICIPATION CREDITING.

DBE Firm Name*: Padilla & Associates, Inc. <u>(Prime Consultant)</u>		DBE Certification No. and Expiration Date: CUCP# <u>37153</u> , No Expiration Date listed on the attached DBE Certification		Item of Work and Description or Services to be Subcontracted or Materials to be Provided: <u>DBE & Labor Compliance</u> <u>Monitoring Services</u> _____ _____													
Street Address: <u>211 East City Place Drive, Santa Ana, CA 92705</u>				Check Appropriate Box Describing Subcontractor/Supplier Activity:													
Contact Person: <u>Patricia K. Padilla, President</u>																	
Telephone: <u>(714) 973-1335</u>		Fax: <u>(714) 973-1229</u>															
License No., Classification and Expiration: <u>N/A</u>																	
Subcontract Amount <u>Prime Contract Amount: \$100,000.00</u>				<table border="1"> <tr> <td>Subcontractor (100%) <u>Prime</u></td> <td><u>x</u></td> <td>Supplier (60%)</td> <td></td> </tr> <tr> <td>Regular Dealer (60%)</td> <td></td> <td>Broker</td> <td></td> </tr> <tr> <td>Manufacturer (100%)</td> <td></td> <td>Trucker</td> <td></td> </tr> </table>		Sub contractor (100%) <u>Prime</u>	<u>x</u>	Supplier (60%)		Regular Dealer (60%)		Broker		Manufacturer (100%)		Trucker	
Sub contractor (100%) <u>Prime</u>	<u>x</u>	Supplier (60%)															
Regular Dealer (60%)		Broker															
Manufacturer (100%)		Trucker															

*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the date bids are opened.

EXHIBIT 1**Contractor:** Padilla & Associates, Inc.

DBE Firm Name*: <u>No Subconsultants</u>		DBE Certification No. and Expiration Date:		Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____ _____										
Street Address:				Check Appropriate Box Describing Subcontractor/Supplier Activity:										
Contact Person:				<table border="1"><tr><td>Subcontractor (100%)</td><td>Supplier (60%)</td><td></td></tr><tr><td>Regular Dealer (60%)</td><td>Broker</td><td></td></tr><tr><td>Manufacturer (100%)</td><td>Trucker</td><td></td></tr></table>		Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)	Trucker	
Subcontractor (100%)	Supplier (60%)													
Regular Dealer (60%)	Broker													
Manufacturer (100%)	Trucker													
Telephone:		Fax:												
License No., Classification and Expiration:														
Subcontract Amount:														

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DBE Firm Name*: <u>No Subconsultants</u>		DBE Certification No. and Expiration Date:		Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____ _____										
Street Address:				Check Appropriate Box Describing Subcontractor/Supplier Activity:										
Contact Person:				<table border="1"><tr><td>Subcontractor (100%)</td><td>Supplier (60%)</td><td></td></tr><tr><td>Regular Dealer (60%)</td><td>Broker</td><td></td></tr><tr><td>Manufacturer (100%)</td><td>Trucker</td><td></td></tr></table>		Subcontractor (100%)	Supplier (60%)		Regular Dealer (60%)	Broker		Manufacturer (100%)	Trucker	
Subcontractor (100%)	Supplier (60%)													
Regular Dealer (60%)	Broker													
Manufacturer (100%)	Trucker													
Telephone:		Fax:												
License No., Classification and Expiration:														
Subcontract Amount:														

*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the date bids are opened.

EXHIBIT 1**Contractor:** Padilla & Associates, Inc.

DBE Firm Name*: <u>No Subconsultants</u>		DBE Certification No. and Expiration Date:		Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____				
Street Address:				Check Appropriate Box Describing Subcontractor/Supplier Activity:				
Contact Person:				<table border="1"> <tr> <td>Subcontractor (100%)</td> <td>Supplier (60%)</td> <td></td> </tr> </table>		Subcontractor (100%)	Supplier (60%)	
Subcontractor (100%)	Supplier (60%)							
Telephone:		Fax:		<table border="1"> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> </table>		Regular Dealer (60%)	Broker	
Regular Dealer (60%)	Broker							
License No., Classification and Expiration:				<table border="1"> <tr> <td>Manufacturer (100%)</td> <td>Trucker</td> <td></td> </tr> </table>		Manufacturer (100%)	Trucker	
Manufacturer (100%)	Trucker							
Subcontract Amount:								

*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the date bids are opened.

DBE Firm Name*: <u>No Subconsultants</u>		DBE Certification No. and Expiration Date:		Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____				
Street Address:				Check Appropriate Box Describing Subcontractor/Supplier Activity:				
Contact Person:				<table border="1"> <tr> <td>Subcontractor (100%)</td> <td>Supplier (60%)</td> <td></td> </tr> </table>		Subcontractor (100%)	Supplier (60%)	
Subcontractor (100%)	Supplier (60%)							
Telephone:		Fax:		<table border="1"> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> </table>		Regular Dealer (60%)	Broker	
Regular Dealer (60%)	Broker							
License No., Classification and Expiration:				<table border="1"> <tr> <td>Manufacturer (100%)</td> <td>Trucker</td> <td></td> </tr> </table>		Manufacturer (100%)	Trucker	
Manufacturer (100%)	Trucker							
Subcontract Amount:								

*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the date bids are opened.

EXHIBIT 1**Contractor:** Padilla & Associates, Inc.

DBE Firm Name*: <u>No Subconsultants</u>		DBE Certification No. and Expiration Date:		Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____ _____				
Street Address:				Check Appropriate Box Describing Subcontractor/Supplier Activity:				
Contact Person:				<table border="1"> <tr> <td>Subcontractor (100%)</td> <td>Supplier (60%)</td> <td></td> </tr> </table>		Subcontractor (100%)	Supplier (60%)	
Subcontractor (100%)	Supplier (60%)							
Telephone:		Fax:		<table border="1"> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> </table>		Regular Dealer (60%)	Broker	
Regular Dealer (60%)	Broker							
License No., Classification and Expiration:				<table border="1"> <tr> <td>Manufacturer (100%)</td> <td>Trucker</td> <td></td> </tr> </table>		Manufacturer (100%)	Trucker	
Manufacturer (100%)	Trucker							
Subcontract Amount:								

*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the date bids are opened.

DBE Firm Name*: <u>No Subconsultants</u>		DBE Certification No. and Expiration Date:		Item of Work and Description or Services to be Subcontracted or Materials to be Provided: _____ _____ _____ _____				
Street Address:				Check Appropriate Box Describing Subcontractor/Supplier Activity:				
Contact Person:				<table border="1"> <tr> <td>Subcontractor (100%)</td> <td>Supplier (60%)</td> <td></td> </tr> </table>		Subcontractor (100%)	Supplier (60%)	
Subcontractor (100%)	Supplier (60%)							
Telephone:		Fax:		<table border="1"> <tr> <td>Regular Dealer (60%)</td> <td>Broker</td> <td></td> </tr> </table>		Regular Dealer (60%)	Broker	
Regular Dealer (60%)	Broker							
License No., Classification and Expiration:				<table border="1"> <tr> <td>Manufacturer (100%)</td> <td>Trucker</td> <td></td> </tr> </table>		Manufacturer (100%)	Trucker	
Manufacturer (100%)	Trucker							
Subcontract Amount:								

*DBE certification letter must be attached for each proposed DBE firm. DBEs must be certified on the date bids are opened.

EXHIBIT 1**Contractor:** Padilla & Associates, Inc.

Contractor:	<u>Padilla & Assopciates, Inc.</u>	Contract No.:	<u>QM152-15</u>
Contact Name:	<u>DBE and LABOR Compliance Monitoring Services for Commuter Railroad Projects</u>	Total Contract Amount:	<u>\$ 100,000.00</u>
Title:	<u>President</u>	DBE Availability Advisory Percentage (%):	<u>100%</u>
Address:	<u>211 East City Place Drive,</u>	DBE Race Neutral Participation Value (% of Total Contract Value):	<u>100%</u>
City/State/Zip:	<u>Santa Ana, CA 92705</u>		
Phone:	<u>(714) 973-1335</u>		
Fax:	<u>(714) 973-1335</u>		

DBE RACE-NEUTRAL PARTICIPATION CREDITING PROVISIONS:

Identify all DBE firms participating in the contract, regardless of tier. Names of the DBE Subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work for subcontractors listed in your bid. Provide copies of DBE subcontract agreements, and if applicable, copies of joint venture agreements. This listing shall be pursuant to the Subcontractors Listing Law and the other Special Contract Provisions, if applicable.

1. Enter DBE prime and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by DBEs, including work performed by its own forces.
2. If 100% of a work item is not to be performed or furnished by a DBE, describe the exact portion of the item to be performed or furnished by the DBE.
3. Refer to Contract Sections entitled "DBE Eligibility and Commercially Useful Function Standards" and "DBE Crediting Provisions" and 49 CFR 26.55: "Counting DBE Participation" for DBE calculating and crediting provisions.



Signature of Authorized Representative

Patricia K. Padilla

2. Printed Name

4/17/2015

Date

President

Title

EXHIBIT 2

**MONTHLY RACE-NEUTRAL DBE
SUBCONTRACTORS PAID REPORT
SUMMARY
AND
PAYMENT VERIFICATION
(Form 103)**

MONTHLY RACE-NEUTRAL DBE SUBCONTRACTORS PAID REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 200 _____

Contract Number: _____	Form 103 Report No.: _____	Report prepared by: _____
Contract Award Date: _____	Original Contract Award Amount: _____	Title: _____
Prime Name: _____	Current Contract Value: _____	Report reviewed by: _____
Address: _____	% of Project Complete: _____	Signature: _____
	[A] divided by [B]	Title: _____
Telephone No.: _____	Total Dollars Paid to DBEs this Reporting Period: _____	Prime's Race-Neutral DBE Attainment to Date: _____
	Total Dollars Paid to DBEs to Date: _____	(Total Dollars Paid to DBEs divided by Total Dollars Paid to Prime)
	Total Dollars Paid to Prime to Date: _____	#DIV/0!
		[A]

DBE SUBCONTRACTORS	Dollar Amount Paid This Month	Dollar Amount Paid To Date [C]	Type of Work Performed (Scope)	Original Dollar Amount Committed to DBE at Contract Award	\$ +/- Resulting from Change Order Activity	Current Subcontract Value [D]	% of Work Completed [C] divided by [D]	FOR SCRRRA USE ONLY
Name: _____								
Address: _____								
City, State, Zip Code: _____								
Telephone Number: () _____								
Prime Subconsultant Broker _____							#DIV/0!	
Supplier: Regular Dealer or Manufacturer _____								
Attach Verification of Payment: YES NO								
Name: _____								
Address: _____								
City, State, Zip Code: _____								
Telephone Number: () _____								
Prime Subconsultant Broker _____							#DIV/0!	
Supplier: Regular Dealer or Manufacturer _____								
Attach Verification of Payment: YES NO								
Name: _____								
Address: _____								
City, State, Zip Code: _____								
Telephone Number: () _____								
Prime Subconsultant Broker _____							#DIV/0!	
Supplier: Regular Dealer or Manufacturer _____								
Attach Verification of Payment: YES NO								

COMMENTS/ISSUES: _____

EXHIBIT 3

**FINAL RACE-NEUTRAL DBE
SUBCONTRACTORS PAID REPORT
SUMMARY
AND
PAYMENT VERIFICATION
(Form 103)**

FINAL RACE-NEUTRAL DBE SUBCONTRACTORS PAID REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 200 _____

Contract Number: _____	Form 103 Report No.: _____	Report prepared by: _____
Contract Award Date: _____	Original Contract Award Amount: _____	Title: _____
Prime Name: _____	Current Contract Value: _____	Report reviewed by: _____
Address: _____	% of Project Complete: _____	Signature: _____
	[A] divided by [B]	Title: _____
Telephone No.: _____	Total Dollars Paid to DBEs this Reporting Period: _____	Prime's Race-Neutral DBE Attainment to Date: _____
	Total Dollars Paid to DBEs to Date: _____	(Total Dollars Paid to DBEs divided by Total Dollars Paid to Prime)
	Total Dollars Paid to Prime to Date: _____	#DIV/0!
		[A]

DBE SUBCONTRACTORS	Dollar Amount Paid This Month	Dollar Amount Paid To Date	Type of Work Performed (Scope)	Original Dollar Amount Committed to DBE at Contract Award	\$ +/- Resulting from Change Order Activity	Current Subcontract Value	% of Work Completed	FOR SCRRRA USE ONLY
Name: _____								
Address: _____								
City, State, Zip Code: _____								
Telephone Number: () _____								
Prime Subcontractant Broker _____								
Supplier: Regular Dealer or Manufacturer _____								
Attach Verification of Payment: YES NO								
Name: _____								
Address: _____								
City, State, Zip Code: _____								
Telephone Number: () _____								
Prime Subcontractant Broker _____								
Supplier: Regular Dealer or Manufacturer _____								
Attach Verification of Payment: YES NO								
Name: _____								
Address: _____								
City, State, Zip Code: _____								
Telephone Number: () _____								
Prime Subcontractant Broker _____								
Supplier: Regular Dealer or Manufacturer _____								
Attach Verification of Payment: YES NO								

COMMENTS/ISSUES:

If necessary, this form can be duplicated to list all DBE subcontractors paid in this reporting period.

EXHIBIT 4



3. REQUEST FOR ADDITIONAL DBE FIRM

REQUEST FOR ADDITIONAL DBE(s) SHALL BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AND IS SUBJECT TO APPROVAL BY THE AUTHORITY. THE PRIME CONTRACTOR SHALL PROVIDE AUTHORITY WITH THE INFORMATION REQUESTED BELOW UPON IDENTIFICATION OF ANY DBE FIRM NOT PREVIOUSLY LISTED TO PERFORM UNDER THE CONTRACT. THE PRIME CONTRACTOR SHALL ALSO PROVIDE A WRITTEN CONFIRMATION FROM THE DBE THAT IT IS PARTICIPATING IN THE CONTRACT FOR A SPECIFIED VALUE, INCLUDING THE CORRESPONDING SCOPE OF WORK (A SUBCONTRACT AGREEMENT CAN SERVE IN LIEU OF THE WRITTEN CONFIRMATION).

Contract No.:	JOC/CTO No. (if applicable):
Contract Name:	
Prime Contractor:	
Business Address:	
Please Provide the Following Information for the Proposed Additional DBE:	
DBE Firm Name:	DBE Certification No.:
Address:	
Contact Person:	Phone and Email:
Description of Work (Scope):	
Contract Item Number(s):	Proposed DBE Subcontract Amount:
<input type="checkbox"/> Copy of DBE Certification Letter attached (Required) ? Yes No	

Prime Contractor Representative Signature

Title

Business Phone Number

Date

FOR AUTHORITY USE ONLY:

Date Request Received: _____

Approve Request for Additional DBE?

Yes

No

If no, please state reason: _____

Reviewed by: _____

Title: _____

Signature: _____

Date: _____

CONTRACT NO. QM152-15

EXHIBIT 5 – SCHEDULE OF COSTS

EXHIBIT B

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
RFP NO QM152-15
DBE AND LABOR COMPLIANCE MONITORING SERVICES
HOURLY BILLING RATES

Principal/Project Administrator	\$175.00
Project Manager	\$129.88-\$165.90
Compliance Analyst I-111	\$80.00-\$95.00
Administrative Analyst	\$59.00-\$68.00

EXHIBIT B

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

RFP NO QM152-15

DBE AND LABOR COMPLIANCE MONITORING SERVICES

HOURLY BILLING RATES

Principal/Project Administrator	\$175.00
Project Manager	\$129.88-\$165.90
Compliance Analyst I-111	\$80.00-\$95.00
Administrative Analyst	\$59.00-\$68.00

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES

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

CONFORMED CONTRACT NO. QM152-15

LABOR COMPLIANCE MONITORING SERVICES

ATTACHMENT A

SCOPE OF SERVICES

1. BACKGROUND

The Southern California Regional Rail Authority (Authority) is a joint powers authority created in 1991 to develop and operate a five county commuter train system known as "Metrolink". Members are the Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino Association of Governments and Ventura County Transportation Commission.

The Authority receives Federal, State and Local funds for the construction, operation and maintenance of its various facilities including track and signals and communications. As such, the Authority is subject to statutes and regulations, which impose upon it a wide range of Federal and State DBE and Labor Compliance responsibilities. The Authority is thus required by law to maintain a DBE and Labor Compliance program as a condition of receiving federal assistance and provide such compliance and enforcement in its contracting practices.

Currently, the Authority has several active federal and/or state funded contracts that are subject to DBE and prevailing wage determinations and/or provisions of the Davis-Bacon and other related acts and regulations as listed in Appendix B, Schedule of Active and Anticipated Projects.

2. OBJECTIVE

The Authority wishes to retain a Consultant to provide, on an as-needed basis, assistance with the DBE and Labor Compliance Programs and perform ongoing enforcement to ensure that the Authority's contractor/consultant(s) comply with all applicable laws and regulations governing the payment of prevailing wages.

3. SCOPE OF SERVICES

Consultant will administer the ongoing needs of the existing Disadvantaged Business Enterprise (DBE) and Labor Compliance Programs as follows:

DBE:

- A. Annual review and update of Authority's DBE written program, manual and forms and updated procurement solicitation and contract templates with the correct DBE provisions. Make changes throughout the year to the templates as necessary and provide a summary explaining the changes made to the program as well as electronic copies of deliverables
- B. Preparation of Annual and Triennial DBE goal for FTA-Funded Projects to identify potential DBE contracting opportunities for all FTA-Funded projects to develop the overall triennial goal to ensure timely submission to the FTA and prepare all documentation and necessary protocols to ensure public participation and consultation in the proposed goal. Review progress annually and prepare analysis of compliance or non-compliance to ensure timely submission to the FTA. Provide electronic copy of documentation used to calculate the annual DBE goal.
- C. Assess and review contract-specific DBE goals for FTA-funded projects to determine the availability of DBE participation, develop contract specific goals based on availability of DBE firms, review and verify DBE participation to determine responsibility to the DBE requirement; and verify Good Faith Efforts submitted by proposing firms who did not meet the DBE goal to determine responsibility to the DBE requirement. Provide an electronic copy of the project specific goals and all necessary documentation describing the review and findings for DBE participation.
- D. Provide pre-bid/pre-proposal assistance as needed to present and discuss DBE requirements.
- E. Provide contract compliance services and reporting after contract award to monitor DBE activity; assist in development of subrecipient monitoring plan for DBE compliance, prepare any necessary DBE reports and annual calendar of DBE activities. Conduct on-site training to Authority staff as necessary. contractor staff

Labor Compliance:

A. Labor Wage Compliance Monitoring

- Monitor contractor/consultant(s) reporting mechanism(s) to ensure compliance with the all applicable labor standards (Davis Bacon Act and other state and local

standard labor provisions) including labor provisions which address the use of apprenticeship programs.

- Receive and review all required Certified Payroll Records (CPRs), Statements of Compliance including one-time filing requirements, Fringe Benefit Statements, Apprenticeship Agreements and/or Union Referral Slips from contractor/consultant(s) and subcontractor(s).
- Perform on-going monitoring of contractor/consultant(s) and subcontractor(s) certified payroll reports, and when appropriate, conduct audits of contractor/consultant(s) records to enable early detection of possible wage rate underpayment violations and other prevailing wage labor compliance requirements.
- Conduct spot-checks to ensure certified payroll validity. All spot checks conducted are to be documented in the appropriate contract file.
- Maintain contractor(s)/consultant(s) certified payroll records (CPRs) in appropriate contract files to facilitate record reviews by the Authority and auditor(s). Certified payroll files shall be available to Authority staff or auditor(s) as requested.
- Conduct pre-bid or pre-construction presentations to inform contractor/consultant(s) of their obligations.
- Investigate labor compliance allegations and assist in resolving prevailing wage issues including matters concerning underpayment or non-payment of wages, labor misclassifications, or other labor-related issues with the scope of services.
- Recommend resolutions and appropriate sanctions and/or penalties, where applicable, including preparation and issuance of Demand Notices or the withholding of contract payments when labor compliance violations have been identified.
- Conduct final review of contractor/consultant(s) compliance to facilitate contract close-out.

B. Reporting Requirements:

In the course of the performance of the above tasks, the Consultant shall provide reports to the Authority, as follows:

- Monthly report on labor wage compliance monitoring
- Reports for the Department of Labor and other state and federal agencies as directed by the Authority.

- Incident Reports for any incident in which the Consultant has been directed to conduct an investigation.
- Project close-out reports

C. Other

Assist the Authority on labor-related matters as may be needed, including participation and support in any federal or state audit of the Authority, its consultants or its contractors.

Bidder: PADILLA & ASSOCIATES, INC.

**CERTIFICATION OF BIDDER REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The undersigned certifies to the best of his or her knowledge and belief, that Padilla & Associates, Inc. (name of Bidder) and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this subcontract had one or more public transactions (Federal, State, or local) terminated for cause or default. The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.



Signature of Authorized Official

Patricia K. Padilla

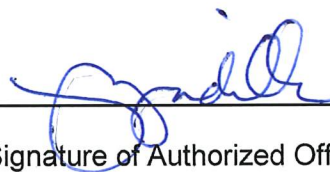
Typewritten or Printed Name

President

Title

April 17, 2015

Date



Signature of Authorized Official

Patricia K. Padilla

Typewritten or Printed Name

Secretary

Title

April 17, 2015

Date

HIRING AND LOBBYIST RESTRICTIONS CERTIFICATIONS

A. Hiring Restrictions

Chapter 7.0 of the SCRRA's Ethics Policy requires that "All persons or entities responding to a contract solicitation of the SCRRA shall submit a written certification specifying any individuals employed or retained under contract by the entity who served as a Board Member/Alternate or were employed by the SCRRA within the previous 12 months. For each such individual listed, the certification shall specify the position the individual holds with the entity as well as his/her responsibilities, if any, in regards to the bid proposal or the contract performance."

For the purpose of the SCRRA Ethics Policy, an SCRRA employee means any individual, including a consultant or contractor who has been delegated a level of authority, similar to that of SCRRA's regular employees, in the performance of his/her services.

Please certify as follows by checking the appropriate box and completing the information required.

- ☒ Bidder has not employed or retained an individual who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months.
- ☐ Bidder has employed or retained an individual who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months.

Name of individual(s): _____

Position of individuals(s): _____

Relevant responsibilities: _____

HIRING AND LOBBYIST RESTRICTIONS CERTIFICATIONS (cont'd.)

B. Lobbying Restrictions

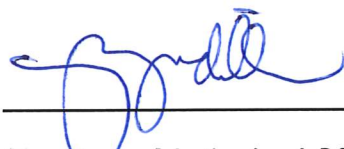
The SCRRA shall not enter into a contract with any entity which employs as a lobbyist any individual who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months.

- ☒ Bidder has not employed or retained any individual, who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months, as a "lobbyist" as defined in the Ethics Policy.
- ☐ Bidder has employed or retained any individual, who has served as a Board Member/Alternate or has been an SCRRA employee within the previous 12 months, as a "lobbyist" as defined in the Ethics Policy.

C. Gift Restrictions

The SCRRA Ethics Policy limits gifts to an aggregate amount not greater than \$10.00 per month which Board Member/Alternates and SCRRA employees may accept from a "lobbyist," "lobbying firm," or "lobbyist employer" as defined in the SCRRA Ethics Policy.

- ☒ Bidder certifies that no gifts aggregating more than \$10.00 per month were made on its behalf by a "lobbyist," "lobbying firm," or "lobbyist employer" as defined in the SCRRA Ethics Policy to any Board Member/Alternate and/or SCRRA employee.
- ☐ Bidder certifies that gifts aggregating more than \$10.00 per month were made on its behalf by a "lobbyist," "lobbying firm," or "lobbyist employer" as defined in the SCRRA Ethics Policy to any Board Member/Alternate and/or SCRRA employee.



Signature of Authorized Official

Patricia K. Padilla

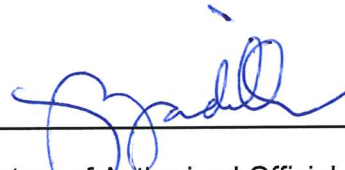
Typewritten or Printed Name

President

Title

April 17, 2015

Date



Signature of Authorized Official

Patricia K. Padilla

Typewritten or Printed Name

Secretary

Title

April 17, 2015

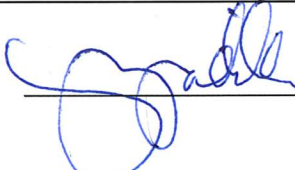
Date

CERTIFICATE REGARDING LOBBYING BY CONTRACTOR

Pursuant to 40 CFR Part 34 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CETIFICATE REGARDING LOBBYING BY CONTRACTOR (cont'd.)

<p>11. Amount of payment (check all that apply):</p> <p style="text-align: center;">\$ _____ Actual <input type="checkbox"/> Planned <input type="checkbox"/></p>	<p>13. Type of payment (check all that apply):</p> <p>a. Retainer</p> <p>b. One-time fee</p> <p>c. Commission</p> <p>d. Contingent fee</p> <p>e. Deferred</p> <p>f. Other, specify: _____</p>				
<p>12. Forum of payment (check all that apply):</p> <p>a. Cash</p> <p>b. In-kind, specify Nature: _____</p> <p style="text-align: center;">Value: _____</p>					
<p>14. Brief description of services performed or to be performed and date(s) of service including officer(s), employee(s) or Member(s) contracted for payment indicated in item 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A if necessary)</p>					
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>					
<p>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</p> <p>(PADILLA & ASSOCIATES, INC. CERTIFIED THAT IT HAS NOT BEEN INVOLVED IN ANY LOBBYING ACTIVITIES.)</p>	<p>Signature:  _____</p> <p>Print Name: <u>Patricia K. Padilla</u></p> <p>Title: <u>President</u></p> <p>Telephone No. <u>(714) 973-1335</u> Date: <u>4/17/2015</u></p>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">Federal Use Only</td> <td style="width: 40%; border: none; text-align: right;">Authorized for Local Reproduction</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: right;">Standard Form - LLL</td> </tr> </table>		Federal Use Only	Authorized for Local Reproduction		Standard Form - LLL
Federal Use Only	Authorized for Local Reproduction				
	Standard Form - LLL				



Specialized Management, Public Contract Compliance Monitoring,
Training & Strategic Outreach Consulting

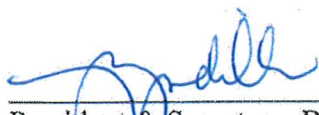
CORPORATE RESOLUTION DELEGATING SIGNATURE AUTHORITY TO SIGN LOAN APPLICATIONS AND CONTRACTS

WHEREAS, Padilla & Associates, Inc. has appointed its President and Secretary, Patricia K. Padilla as its signatory on all business-related issues. Patricia K. Padilla will therefore, be authorized to sign all documents pertaining to the loan process and contracts. Patricia K. Padilla is the sole corporate officer for Padilla & Associates, Inc. This Resolution shall remain in effect until it is revoked by the Corporate Officer.

RESOLVED, Padilla & Associates, Inc. has designated Patricia K. Padilla as the agent and authorized representative that will represent the Organization.

Signed by the Board of Directors on this 1st Day of June 2014.

PATRICIA K. PADILLA



President & Secretary, Board of Directors
PADILLA & ASSOCIATES, INC.

Corporate Office
211 E. City Place Drive
Santa Ana, CA 92507
Phone (714) 973-1335
Fax (714) 973-1229



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

**CALIFORNIA UNIFIED CERTIFICATION
PROGRAM**



August 23, 2013

**CUCP #37152
Metro File # 5061**

Pat Padilla
Padilla & Associates
211 E. City Place Drive
Santa Ana, CA 92705

RE: Disadvantaged Business Enterprise Certification

Dear Mrs. Padilla:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541611	Administrative Management & General Management Consulting Services
541820	Public Relations Agencies
541720	Research & Development in the Social Sciences and Humanities
541990	All Other Professional Scientific and Technical Services
561110	Office Administrative Services
561920	Convention and Trade Show Organizers
611430	Professional and Management Development Training

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

EAApproval Letters\Padilla & Associates.doc

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,



Tina Giles-Potter
Certification Consultant – SBEUS
Diversity & Economic Opportunity Department



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

August 23, 2013

Metro File # 5061

Pat Padilla
Padilla & Associates
211 E. City Place Drive
Santa Ana, CA 92705

Re: Small Business Enterprise Certification

Dear Mrs. Padilla:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
541611	Administrative Management & General Management Consulting Services
541820	Public Relations Agencies
541720	Research & Development in the Social Sciences and Humanities
541990	All Other Professional Scientific and Technical Services
561110	Office Administrative Services
561920	Convention and Trade Show Organizers
611430	Professional and Management Development Training

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,



Tina Giles-Potter
Certification Consultant, SBEUS
Diversity & Economic Opportunity Department



CERTIFICATE OF LIABILITY INSURANCE

PADIL-1

OP ID: TH

DATE (MM/DD/YYYY)

10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fullerton Insurance Service CDI #0596796 P.O.Box 4054 Fullerton, CA 92834-4054 Leslie A. McCarthy, CIC		CONTACT NAME: Leslie A. McCarthy, CIC PHONE (A/C, No, Ext): 714-577-5800 FAX (A/C, No): 714-447-0011 E-MAIL ADDRESS:		
INSURED Padilla & Associates, Inc. Patricia K. Padilla, President 211 East City Place Dr. Santa Ana, CA 92705		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty		25674
		INSURER B: Travelers Casualty & Surety Co		19038
		INSURER C: Axis Surplus Insurance Co.		26620
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6805986L954-14	08/17/2014	08/17/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		6805986L954-14	08/17/2014	08/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ Nil			CUP9D054603-14	08/17/2014	08/17/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod/Comp \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professiona Liab Claim Made			ENN596404 \$2500 DED	11/15/2014	11/15/2015	Aggregate 1,000,000 Each Act 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Southern California Regional Rail Authority, its officers, directors, employees and agents are named as additional insured. coverage shall be primary and non-contributory as to any other insurance with respects to liability per the attached CGD1050494.

CERTIFICATE HOLDER**CANCELLATION**

SOUCAIR Southern California Regional Rail Authority Lia McNeil-Kararis 700 S. Flower St., 26th Floor Los Angeles, CA 90017-4101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2014

GROUP:
POLICY NUMBER: 1419866-2014
CERTIFICATE ID: 236
CERTIFICATE EXPIRES: 07-01-2015
07-01-2014/07-01-2015

SOUTHERN CA REGIONAL RAIL AUTHORITY
CONTRACT DEPT
700 S FLOWER ST
LOS ANGELES CA 90017-4101

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. La...".

Authorized Representative

A handwritten signature in black ink, appearing to read "Thomas E. Rone...".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - PATRICIA PADILLA, P S T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PADILLA AND ASSOCIATES INC
211 E CITY PLACE DR
SANTA ANA CA 92705

SP