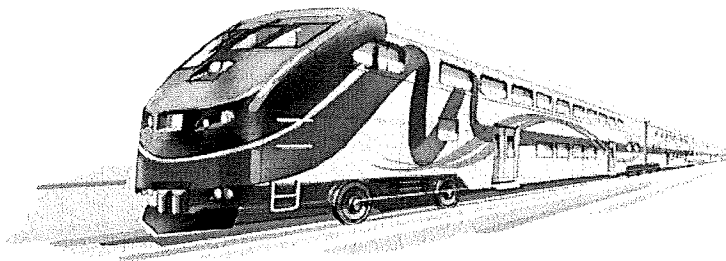


METROLINK

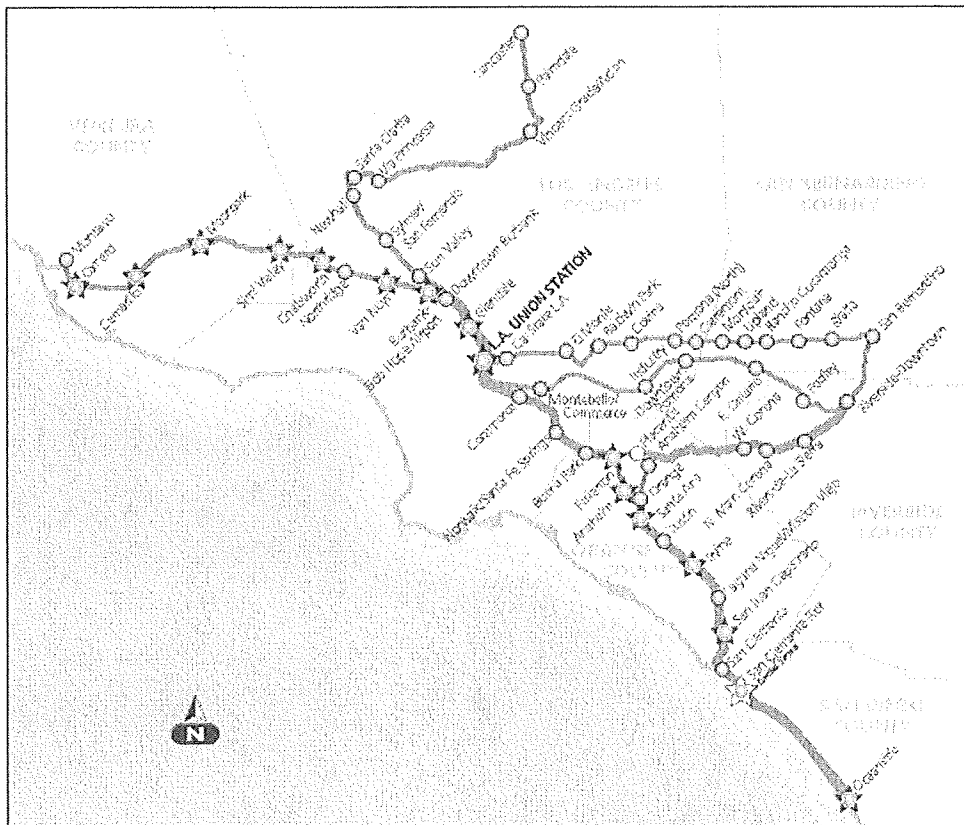
Southern California Regional Rail Authority



CONFORMED CONTRACT

NO. SP422-16

SECURITY SERVICES FOR METROLINK



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

CONTRACT AGREEMENT

between

ALLIEDBARTON SECURITY
SERVICE LP
3701 Wilshire Blvd., Ste 650
Los Angeles, CA 90010

Project Manager:

Gerald Sola
Telephone: (323) 937-4016
Fax: (323) 937-5893
Email:
Gerald.Sola@alliedbarton.com

And

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

CONTRACT DOCUMENTS

CONTRACT NO. SP422-16

SECURITY SERVICES FOR
METROLINK

AWARDED: FEBRUARY 26, 2016

Authority Project Manager:

Name: Rodney Harris
Telephone: (909) 451-2852
Email: harrisr@scrra.net

Contract Administrator:

Name: Manchi Yi
Title: Sr. Contract &
Compliance Administrator
Telephone: (213) 452-0469
Fax: (213) 452-0425
Email: yim@scrra.net

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

CONTRACT NO. SP422-16

SECURITY SERVICES FOR METROLINK

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This Agreement is made and entered into as of this 26th day of February, 2016 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "Authority") and ALLIEDBARTON SECURITY SERVICES LP (hereinafter referred to as "Contractor").

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 Work" (hereinafter referred to as "Work");

WHEREAS, Authority desires to hire a contractor to provide Security Services for a variety of Metrolink sites;

WHEREAS, Contractor has indicated it is qualified to perform such Work and (1) has reviewed all the available data furnished by Authority pertinent to the Work to be rendered; (2) has inspected and reviewed the Work 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 Work 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 WORK

Contractor will perform the Work and related tasks as described in ATTACHMENT A - SCOPE OF WORK. Attachment A - Scope of Work is attached hereto and is incorporated by reference into and made a part of this Agreement.

This is a non-exclusive Agreement, whereby Authority may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. Contractor will cooperate fully with Authority's staff or other Contractor or entity that may be providing similar or the same Work for Authority.

2. PERIOD OF PERFORMANCE

The period of performance shall be three years from July 1, 2016 to June 30, 2019 with one two-year option, unless earlier terminated pursuant to the provisions of this agreement. The exercise of the contract option shall be at the sole discretion of Authority.

3. ANNUAL BUDGET

During the term of this Agreement and prior to January 1 of each year, Authority shall prepare and submit to Contractor a Security Services Plan covering the next Fiscal Year. This Security Services Plan shall include a detailed description of the Security Services Authority expects Contractor to provide during the next Fiscal Year. These Security Services will form the basis for the Approved Budget and the Security Service Plan.

4. PAYMENT

- A. For Contractor's full and complete performance of its obligations under this Agreement, Authority's maximum annual payment obligation under this Agreement shall be the amount stated in the annual Approved Budget based on the rates established in Contractor's cost summary sheet, Attachment B, including all amounts payable to Contractor for all costs including but not limited to direct labor; other direct costs, including any subcontracts; indirect costs including but not limited to leases, materials, taxes, insurance and profit.

Contract authorization will be established by Authority as part of the Fiscal Year annual budget approval process. Funding for succeeding Fiscal Years will be established in accordance with Article 3 of this Agreement.

- B. The following schedule of costs, Attachment B, corresponding to Work to be performed as set forth in Attachment A – Scope of Work shall establish the basis for periodic payments to the Contractor.
- C. For Contractor's full and complete performance of its obligations under this Agreement, the Authority shall pay Contractor according to table of tasks shown in Attachment B, in accordance with the provisions of this Article, and subject to the maximum annual payment obligation set forth in paragraph A of this Article.
- D. Contractor shall invoice Authority on a monthly basis no later than the 15th of each month. Contractor shall furnish information as may be requested by Authority to substantiate the validity of an invoice.
- E. At its sole discretion, Authority may decline to make full payment for any Work until such time as Contractor has documented, to Authority's satisfaction, that Contractor has fully completed all required Work.
- F. In the event the Authority should overpay Contractor, 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, Contractor shall immediately reimburse Authority the entire overpayment.

G. Contractor shall submit invoices in duplicate to:

Email Address

Accountspayable@scrra.net
Attn: Accounts Payable

with a copy to:

harrisr@scrra.net
Attn: Rodney Harris

Electronic submissions of invoices is the Authority's preferred method.

or

Mailing Address

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

with a copy to:

Southern California Regional Rail Authority
Dispatch Operations Center
274 N. Garey Avenue
Pomona, CA 91767
Attn: Rodney Harris, Security Manager

Each invoice shall include the following information:

Agreement number,
Time period covered by the invoice,
Amount of payment requested,
Information as requested by Authority.

Authority shall remit payment within forty-five (45) calendar days after receipt of an undisputed and properly submitted invoice.

5. AUDIT AND INSPECTION OF RECORDS

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

6. NOTIFICATION

All notices hereunder concerning this Agreement and the Work 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
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Manchi Yi
Contract and Compliance Administrator

To the Contractor:

AlliedBarton Security Services LP
3701 Wilshire Blvd., Ste 650
Los Angeles, CA 90010
Attn: Gerald Sola
Project Manager

7. AUTHORITY AND CONTRACTOR'S REPRESENTATIVES

Authority's Project Manager

The Authority's Project Manager under this Agreement shall be Rodney Harris, Security Manager.

Contractor's Key Personnel

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

<u>Name</u>	<u>Role</u>
Michael Smidt, Vice President & General Manager of the Southwest Region	Executive Oversight
Chief Robert Qualkenbush	Support during initial start-up & transition
Gerald Sola	Project Manager
Kiet Phan	Assistant Project Manager
Corey English, Area Manager Los Angeles	Key Management Personnel supporting the Project Manager
Ed Ruvalcaba, District Manager Inland Empire Jamey Puga, District Manager Van Nuys	Key Management Personnel supporting the Project Manager

Yalda Assef, District Manager Los Angeles	Key Management Personnel
Diana Sierra, District Manager Thousand Oaks	supporting the Project Manager
Doug Houghton, District Manager Orange County	Key Management Personnel
Nick Orlik, Vice President of Operations Orange County, San Diego	supporting the Project Manager
Rebekah Wells, Vice President of Operations Los Angeles & Inland Empire	Key Management Personnel
	supporting the Project Manager

Authority awarded this Agreement to Contractor based on Authority's confidence and reliance on the expertise of Contractor's key personnel described above. Contractor shall not reassign key personnel or assign other personnel to key personnel roles until Authority approves a replacement in writing.

8. TERMINATION FOR CONVENIENCE

Authority may terminate this Agreement for Authority's convenience at any time by giving Contractor ten (10) days written notice thereof. Upon receipt of said notice, Contractor 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 Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect such termination. Thereafter, Contractor 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. Contractor may request termination of this Agreement for non-payment by giving the Authority a ten-day written notice.

9. TERMINATION FOR BREACH OF AGREEMENT

If Contractor 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 Contractor written notice of such default. If Contractor 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 Contractor's breach of this Agreement.

If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then Authority may immediately terminate this Agreement.

If Contractor violates Article 23, Compliance with Lobbying Policies, then Authority may immediately terminate this Agreement.

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, Work similar in scope and level of effort to those so terminated, and Contractor shall be liable to Authority for all of its costs and damages, including, but not limited, any excess costs for such Work.

All finished or unfinished documents and materials produced or procured under this Agreement shall become Authority property upon date of such termination.

If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that Contractor 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 7, Termination for Convenience.

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.

10. ASSIGNMENT

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

11. SUBCONTRACTING

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

**Subcontractors Names and
Addresses**

Work to Be Performed

Not applicable

12. INDEPENDENT CONTRACTOR

- A. Contractor/Consultant shall perform and exercise, and require its Subcontractors/Suppliers to perform and exercise due professional care and competence in the performance under this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of Agreement, it being understood that Authority will be relying upon Contractor's professional competency.
- B. Contractor's relationship to Authority in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing Work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of Authority. Contractor 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.

13. INSURANCE

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

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

- 1. Primary Bodily Injury Liability Limits of \$2,000,000 per occurrence, and
- 2. Primary Property Damage Liability Limits of \$1,000,000 per occurrence, or
- 3. Aggregate liability for both Bodily Injury and Primary Property Damage of \$5,000,000 per occurrence.

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; \$2,000,000 annual aggregate.

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

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

Prior to commencement of any Work hereunder, Contractor shall furnish to Authority's Contract Administrator an endorsement showing the required insurance coverages for Contractor 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; and
- 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 shall be given to Authority by endorsement.

14. INDEMNITY

Contractor 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 reasonable 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 Contractor) to the extent arising from or connected with any alleged negligent act and/or omission or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers. Notwithstanding the foregoing, in no event will either party be liable to the other for any loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

15. 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 Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, Contractor shall perform the Work, as amended.

16. RIGHTS IN TECHNICAL DATA

No material or technical data prepared by the Contractor under this Agreement is to be released by Contractor to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work 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.

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 Contractor 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.

17. 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 Contractor'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.

18. SUBMITTAL OF CLAIMS BY CONTRACTOR

Contractor 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 Contractor.

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

19. EQUAL OPPORTUNITY

In connection with the execution of this Agreement, Contractor 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. Contractor shall take action to ensure that applicants and employees are treated without regard to the above.

20. STANDARD OF PERFORMANCE

Contractor shall perform and exercise, and require its subcontractors/ subcontractors to perform and exercise due professional care and competence in the performance of the

Work in accordance with the requirements of this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that Authority will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. 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.

All workers shall have sufficient skill and experience to perform the Work assigned to them. Authority shall have the right, at its sole discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Work 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 Work under this Agreement under this Article shall not be re-assigned to perform Work under this Agreement without Authority's prior written authority.

21. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with Authority's Ethics Policy, Contractor shall provide written notice to Authority disclosing the identity of any individual who Contractor 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 Contractor. Contractor'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.

22. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, Contractor shall provide a written statement disclosing any contribution(s) of \$250 or more made by Contractor or its subcontractor 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 Contractor or subcontractor.

23. COMPLIANCE WITH LAW

Contractor shall familiarize itself with and perform the Work 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 work may be affected by Work under this Agreement. Contractor shall also comply with all Federal, California and local laws and ordinances.

24. COMPLIANCE WITH LOBBYING POLICIES

Contractor 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.

If Contractor (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.

25. PUBLIC RECORDS ACT

All records, documents, drawings, plans, specifications and other material relating to conduct of Authority's business, including materials submitted by Contractor in its proposal and during the course of performing the Work 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.

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 Contractor. Authority will endeavor to notify Contractor 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 Contractors.

In the event of litigation concerning the disclosure of any material submitted by Contractor, Authority's sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. Contractor, 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 reasonable attorneys' fees, in connection with such action.

26. 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.

27. FORCE MAJEURE

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

28. GOVERNING LAW

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

29. 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 Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

30. 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.

31. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A – Scope of Work,

(3) provisions of RFP No. SP422-16 and (4) Contractor's proposal dated October 1, 2015.

32. CONFIDENTIALITY

Contractor agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by Contractor 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, Contractor 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.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

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

Contractor 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 Work.

If Contractor receives a complaint from a citizen or the community, Contractor shall inform Authority as soon as possible and inform Authority of any action taken to alleviate the situation.

The provisions of this Article shall survive the termination or expiration of this Agreement.

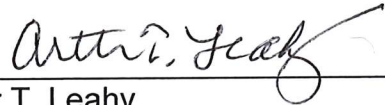
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

ALLIEDBARTON SECURITY
SERVICE LP

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



Michael Smidt
Vice President General Manager



Arthur T. Leahy
Chief Executive Officer

Tax I.D. No. 20-1379003

APPROVED AS TO FORM:

Don O. Del Rio
General Counsel

By: 

ATTACHMENT A
SCOPE OF SERVICES

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

**CONTRACT NO. SP422-16
SECURITY SERVICES FOR METROLINK**

SCOPE OF WORK

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ATTACHMENT A
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM
SCOPE OF SERVICES

1. INTRODUCTION

The Southern California Regional Rail Authority (Authority) is a Joint Powers Authority created by the five counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura. The authority was created to plan, design, construct, and operate a commuter rail network in the five-county areas. The commuter rail service network, which is known as Metrolink, consists of several lines as shown in Exhibit 1.

- Ventura Line: Union Station to East Ventura
- Antelope Valley Line: Union Station to Lancaster
- San Bernardino Line: Union Station to San Bernardino
- Riverside Line: Union Station to Riverside
- Orange County Line: Union Station to Oceanside
- Inland Empire Orange County Line: San Bernardino to Oceanside
- 91 Line: Riverside to Los Angeles via Fullerton

2. PURPOSE

Armed and unarmed security officers are required for a variety of Metrolink sites. These sites fall into three general classes: 1) passenger stations, 2) train yards and layover facilities, and 3) outlying locations/Metrolink Facilities.

Contractor shall provide appropriately equipped and trained security personnel, in addition to background checks using state, local and Federal requirements (including security officers already approved by the Authority). These personnel will provide protection for Authority patrons, passengers, personnel and property both in and around Authority passenger stations, yards, shops, maintenance facilities, and terminals as required by the Authority.

3. PASSENGER STATIONS

Metrolink stations are owned and operated by the local jurisdiction. Each city is also responsible for station security. The Authority is committed to continuing to provide a security services contract on behalf of these-stake holders. Security Officers assigned

to the passenger stations shall provide security on the platforms by validating tickets, enforce the "no smoking law," loitering, littering, loud music, fighting and other policy, misdemeanor or felony crimes. Security Officers shall also perform street- fare enforcement from the platform to ensure that all passengers on the platform have a valid ticket. Additional duties are to observe, report and notify law enforcement of any security related incident(s).

Specific security coverage for each location is provided below and on the price summary sheet. The Authority will provide a 72- hour notice to Contractor prior to adding additional posts. A system map is attached.

Location: Los Angeles Union Station
800 N. Alameda Street
Los Angeles, CA 90012

Service: Unarmed Security Officer Services for thirteen (13) 16/7/365 posts; one (1) supervisor 16/7/365 post; and one (1) 40 hour per week Assistant Program Manager reporting to the Program Manager and having direct oversight of Union Station, Keller Yard and Central Maintenance Facility.

Location: Lancaster Station
44812 N. Sierra Highway
Lancaster, CA 93534

Service: Armed Security Officer Services for two (2) 24/7/365 posts.

Location: Cal State Los Angeles
5150 State University Drive
Los Angeles, CA 90032

Service: Unarmed Security Officer Services for one (1) 13/5/240 posts.

4. SUPPLEMENTAL SECURITY SERVICES

The Authority may on occasion require to supplement the security services in addition to the normal service provided by the Contractor. When this occurs the Authority will request these services by issuing a written request in email format from the Authority's Security Manager. The Contractor shall not proceed without written authorization. The rates used for this supplemental work will be the same fully burdened hourly rates used for the regular security services as listed in Attachment B, Cost Summary Sheet. The Contractor will be required to provide a separate billing identifying these charges as "Supplemental Services and Location" on monthly invoices. Any permanent change to the scope of services will require a contract amendment to the agreement.

5. YARDS AND LAYOVERS

These facilities are fenced, lighted train yard and shop complexes. Specific security coverage for each location is provided below and on the pricing sheets. The Authority will provide a 72- hour notice to Contractor prior to adding additional posts. A system map is attached.

Location: Central Maintenance Facility (CMF)
1555 San Fernando Road
Los Angeles, CA 90065

Service: Armed Security Officer Services for two (2) 24/7/365 posts; and one (1) 40 hour per week Assistant Program Manager reporting to the Program Manager and having direct oversight of Union Station, Keller Yard and Central Maintenance Facility.

Location: Keller Yard
700 -720 Keller Street
Los Angeles, CA 90012

Service: Armed Security Officer for one (1) 24/7/365 post; and one (1) 40 hour per week Assistant Program Manager reporting to the Program Manager and having direct oversight of Union Station, Keller Yard and Central Maintenance Facility.

Location: Eastern Maintenance Facility
1945 Bordwell Avenue
Colton, CA 92324

Service: Armed Security Officer Services for two (2) 24/7/365 post.

Location: Moorpark
585 Moorpark Avenue
Moorpark, CA 93201

Service: Armed Security Officer Services for one (1) 24/7/365 posts.

Location: East Ventura
6175 Ventura Boulevard
Ventura, CA 93003

Service: Armed Security Officer Services for one (1) 24/7/365 posts.

6. METROLINK FACILITIES

Security Officers assigned to Metrolink facilities shall provide security of the buildings and grounds, enforce the "no smoking law," loitering, littering, loud music, fighting and other policy, misdemeanor or felony crimes. Additional duties are to observe, report and notify law enforcement of any security related incident(s).

Specific security coverage for each location is provided below and on the pricing sheets. The Authority will provide a 72- hour notice to Contractor prior to adding additional posts. A system map is attached.

Location: Dispatch Operations Center
274 N. Garey Avenue
Pomona, CA 91767

Service: Armed Security Officer Services for two (2) 24/7/365 posts for the front desk and outside patrols; and unarmed Security Specialist Services for (1) 24/7/365 post for the Security Operations Center (SOC). The Security Specialist (SS) will monitor alarms from multiple physical security systems. The SS will be responsible for operating and maintaining the Security Access Control System, several Intrusion Detection Systems (IDS's), and an array of Closed Circuit Televisions (CCTV's) monitors and cameras within the SOC.

Location: Roving Supervisor (System Wide)

Service: Armed Security Officer Services for one (1) 16/7/365 post.

7. QUALITY ASSURANCE

The Contractor shall participate in ongoing liaison and coordination activities with the Authority Project Manager on a regular basis, and with local authorities as needed. The Contractor must also provide for ongoing briefings and inspections of contract personnel in cooperation with the project manager.

8. POST ORDERS

The security Contractor shall provide "post orders" to guide the performance of its security personnel on Authority facilities and related functions. These post orders shall be prepared in consultation with the Authority-designated project manager and shall be subject to regular inspection by the Authority Project Manager.

Post orders define the basic work to be performed by contract security personnel at a specific site or within a specific operational sector. Post orders are prepared by a Contractor's Program Manager in consultation with the Authority Project Manager (Security Manager). Post orders shall include, but are not limited to:

- Facility information (e.g., operating hours, passenger information, chain of command);
- Facility rules and regulations;
- Access control procedures;
- Emergency and critical incident response procedures;
- Response to injury and illness; and,
- Contact phone numbers, Metrolink personnel

Although post orders are important guidelines, direction from police, fire and emergency authorities as well as Authority's general order absolutely take precedence.

Post orders shall be written and contain complete duty instructions for staffing each individual post, including provisions for handling critical incidents (emergency procedures). All contract security personnel shall have access to these post orders at all times while on duty. All contract security personnel are responsible for knowing the location of these written post orders and shall be familiar with their contents.

9. PERSONNEL

The Contractor shall provide a Program Manager, an Assistant Program Manager, Security Supervisors and Security Officers. Specific tasks for these personnel are listed below. These tasks are expected to be performed but are not all inclusive.

Program Manager

Program Manager must:

- Act on behalf of the Contractor on all matters related to the Contract;
- Assure proper assignment and relief coverage. (Note: Some passenger stations do not have on-site toilet facilities.) Notify Authority Project Manager of uncovered posts immediately;
- Report to and coordinate with designated Authority Project Manager on a regular basis;
- Maintain an adequate quality control and complaint resolution system;
- Respond to Contract discrepancy reports on an as needed basis;
- Establish operational procedures in consultation with appropriately designated Authority;

- Develop post orders as needed in conjunction with Authority policy;
- Meet with Authority-designated Project Manager on a regularly basis and as needed. Maintain ongoing communication liaison with the Authority;
- Ensure compliance with contractual staffing, training and equipment requirements; and,
- Be knowledgeable and adhere to Contractor's standards regarding weapon safety and ensure compliance of subordinates through regular inspections.

Assistant Program Manager

Assistant Program Manager must:

- Assist the Program Manager on all matters related to the Contract;
- Assure proper assignment and relief coverage. (Note: Some passenger stations do not have on-site toilet facilities.) Notify Authority Project Manager of uncovered posts immediately;
- Permanently assigned to oversee Los Angeles Union Station, Central Maintenance and Keller Yard Facilities;
- Maintain work schedules;
- Report to and coordinate with the Project Manager and designated Authority Project Manager on a regular basis;
- Maintain an adequate quality control and complaint resolution system;
- Respond to Contract discrepancy reports on an as needed basis;
- Develop post orders as needed in conjunction with Authority policy;
- Meet with Authority-designated Project Manager on a regularly basis and as needed. Maintain ongoing communication liaison with the Authority;
- Ensure compliance with contractual staffing, training and equipment requirements; and,
- Be knowledgeable and adhere to Contractor's standards regarding weapon safety and ensure compliance of subordinates through regular inspections.

Security Supervisors

Security Supervisors must:

- Respond to on-site incidents involving subordinates or respond to requests from the Authority Project Manager and/or Los Angeles County Sheriff Department representative within two (2) hour time period following an occurrence/request;
- Conduct on-site supervision, inspection and guidance to on-duty Metrolink Security Officers;
- Reviews, corrects and approves subordinates' logs and reports;
- Maintains knowledge of Authority operational areas, facilities and property as well as adjoining areas;
- Ensures subordinates' compliance to all terms of contract, post orders and Authority policy, rules and regulations;
- Provides written results of investigations at the request of the Authority Project Manager; and
- Ensure that all Security Officers have their Bureau of Security and Investigative Services (BSIS) credentials on them at all times while on Metrolink property.

Roving Security Supervisors (Reporting to the Program Manager)

Roving Security Supervisors must:

- Respond to on-site incidents involving subordinates or respond to requests from the Authority Project Manager and/or Los Angeles County Sheriff Department representative within two (2) hour time period following an occurrence/request;
- Conduct on-site supervision, inspection and guidance to on-duty Metrolink Security Officers;
- Reviews, corrects and approves subordinates' logs and reports;
- Maintains knowledge of Authority operational areas, facilities and property as well as adjoining areas;
- Ensures subordinates' compliance to all terms of contract, post orders and Authority policy, rules and regulations;

- Provides written results of investigations at the request of the Authority Project Manager;
- Patrol an assigned area, ensuring security is maintained in the zone or area to which assigned;
- Remain vigilant at all times and ensuring his or her actions are in keeping with the Authority's procedures and policies;
- Respond to calls for service and engaging in self-initiated proactive security activities; and
- Ensure that all Security Officers have their Bureau of Security and Investigative Services (BSIS) credentials on them at all times while on Metrolink property.

Security Specialist

Under the leadership of the Authority's Security Manager:

The Security Specialist (SS) serves as the Security Operations Center (SOC) alarm monitor for multiple physical security systems. The SS is responsible for operating and maintaining the Security Access Control System, several Intrusion Detection Systems (IDS's), and an array of Closed Circuit Televisions (CCTV's) monitors and cameras within the SOC. The SS records system alarms, outages, and maintenance requests within the SOC Daily Activity Report. The SS dispatches contract security personnel and collaborates with the Los Angeles County Sheriff's Office (LASD) on all security. The SS dispatches contract security personnel to emergency incidents, and to alarmed activations to determine the cause and to provide on-scene security and assistance as required. The SS assists the Authority's Security Manager with implementing incident response checklists during emergencies and is directly responsible for making accurate and timely notifications to Metrolink's senior staff on a regular basis and during emergency situations. The SS are required to send out daily Situation Reports (SITREPs) as well as send Emergency Alerts (E-Alerts) during emergency situations and inclement weather.

Security Officers (Uniformed)

The primary responsibility of Security Officers is to deter crime and threats to the Metrolink system and its patrons, passengers and property, including equipment, stations, park-n-ride (parking) facilities, yards, shops, etc. Specific post locations/job assignments are subject to change by the Authority Project Manager as needed. Uniformed Security Officers will be required to:

- Respond to requests from service patrons for assistance and service information;
- Be familiar with train and bus schedules, ticket vending machine operations, and Metrolink system rules and regulations;
- Prepare accurate, legible and grammatical reports detailing with any unusual incidents/accidents or occurrences during each tour of duty (shift); and,
- Assist Authority personnel, police and law enforcement personnel on Authority property as necessary by providing perimeter access control, traffic direction or site liaison.
- "See something say something", report all crimes and violation on Metrolink Property.

Employee Eligibility Criteria

All security personnel employed by any Contractor under any resultant contract are required to meet certain minimum qualifications or standards regarding background, training, experience and health as established in this section unless a waiver is requested and approved prior to submission of a proposal. The final decision as to the suitability of security personnel, both Security Officers and Security Supervisors, rests with the Authority Project Manager.

- I. **Security Officers must meet these minimum requirements to be employed under this contract:**
 - A. Be a graduate of a state certified security officer/guard training program and possess current, valid Consumer Affairs guard cards (BSIS). Armed officers are required to have certification to carry a baton (PR-24/baton card) and a weapon Permit. Officers previously cleared will be exempt.
 - B. Armed officers are required to possess current First Aid and CPR (Cardiopulmonary Resuscitation) certification cards. Certification as an Emergency Medical Technician• Level I (EMT-1) from an emergency medical service certification agency in the Authority service area may substitute for the first aid requirement, but not the CPR card. Previously trained officers will be exempt.
 - C. Be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card form 1-151, or other evidence from the Immigration and Naturalization Service that the candidate is able to work legally in the United States.

- D. Must not currently or in the past have been involved in: (1) any felony or sex conviction; (2) military conduct resulting in dishonorable or undesirable discharge; (3) any pattern of irresponsible behavior, including but not limited to reckless driving and (4) theft.
- E. Be fully literate in the English language (i.e., able to read, write, speak and understand clearly). All personnel shall be capable of properly writing reports and maintaining a daily activity log. Oral command of English must be sufficient to permit full and effective communication even in times of stress.
- F. Acquire, keep active and possess at all times while on duty all technical licenses and permits required by law for employment as a security officer.

II. All security officers must meet the following requirement regarding personal behavior and ability:

- A. Ability to meet and deal tactfully with police and fire department personnel, facility employees and the general public; ability to understand, explain, interpret and apply rules, regulations, directives and procedures;
- B. Possess poise, self-confidence and an ability to make sound decisions and react quickly under stressful conditions;
- C. Ability to prepare clear and concise reports;
- D. Ability to learn and adapt to changing situations;
- E. Ability to accept and respond to instruction and direction.

Security Supervisor

Security Supervisors must meet all eligibility criteria applicable to the Security Officer classification. They must also demonstrate ability to provide direction and guidance to subordinate personnel. It shall be required that all Security Supervisors be equipped with a cellular phone.

Required Documentation

All personnel performing under this contract must possess and keep current as required all appropriate cards, certificates and licenses, as follows:

- (a) Bureau of Security and Investigative Services Guard Card;

- (b) Weapons/firearms Permit; (Armed officers)
- (c) First Aid (or EMT-1) Certification and Cardiopulmonary Resuscitation (CPR) Card; (Armed officers only).
- (d) Valid California Driver's License (if operating a motor vehicle).

Items a, b, c and d must be on officer's person at all times while on duty.

Physical Demands

The work requires frequent and prolonged walking, standing, sitting and some running. Occasionally, security personnel may be required to handcuff and detain violent or potentially violent people. Accordingly, stamina in all its forms (physical, mental, climate related, etc.) is a basic physical requirement of this position. Any individual, who cannot meet the requirements of this position, including inability discovered through on the job performance, will not be qualified to work under this contract and must be removed immediately from service.

Training Requirements

Contractor is required to ensure that all field personnel receive training in order that the Authority may be assured that said personnel are capable of assuming the responsibilities of their assignments. This training will include at minimum of two hours of commuter rail safety/security training once per year. The commuter rail safety/security training will be conducted by the Authority and contractor will be allowed to bill for these training hours.

In addition to these training requirements, all contract personnel will be subject to on duty participation in Authority-sponsored emergency operations drills and exercises as they occur.

Training will be waived for officers who have previously completed training by the Authority. Training will be limited to NEW officers that are required to complete up to **32 hours** on the job, pre-deployment, training which will be provided by and billable to the Authority.

10. EQUIPMENT FOR AUTHORITY SERVICE

Personnel

Contractor is required to provide all personnel with the equipment necessary to perform the requirements of this contract. At any and all times while in Authority service, all security personnel and supervisors are required to wear a complete uniform and to

be fully equipped. Minimum uniform equipment shall include:

- An appropriate sidearm and ammunition as approved by Authority;
- A two-way radio or cellular telephone;
- A baton (PR-24 or straight stick, depending on employee qualifications);
- A Sam Brown gun/equipment belt; and,
- A visible name tag.

Uniform equipment and badges/patches shall not be similar in style or appearance to those worn by any law enforcement agency which operates in the Authority service area where the officer or supervisor is assigned.

Additionally, all individual officers shall have the following equipment in their possession at all times when on duty for Authority service:

- Flashlight (2-cell minimum/3-cell maximum)
- Rail Safety (orange/reflective) Vest
- CPR Pocket Mask (for armed officers that are CPR trained)

Vehicle

Contract security personnel may be required to travel or patrol in a vehicle. Vehicles shall be marked. Items below are required to be in each vehicle.

- Heavy duty/rechargeable flashlight
- Traffic cones
- Flares
- Yellow scene management ("bannerguard" type) tape
- First aid kit
- Blanket
- Fire extinguisher
- Radio (optional)

Assigned vehicles will be billed separately as listed in the price summary sheet. It is recommended that the vehicle type be a compact sports utility vehicle (SUV).

The contractor shall provide a vehicle that is permanently assigned to the Central Maintenance Facility and Eastern Maintenance Facility for use by the security personnel for roving patrols required at the facility.

Prohibited Equipment

Security personnel shall not be permitted to possess any unauthorized equipment such as chemical agents; concealed weapons; personal radios, televisions or computer

games; or other items not specifically approved in the contract.

Maintenance of Uniforms and Equipment

The Contractor is responsible for assuring that all security personnel maintain a neat appearance in accordance with Contractor standards, up to and including responsibility for maintenance and replacement of uniforms as necessary. Likewise, it is expected that all equipment, particularly weapons and vehicles used by the Contractor shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on Authority property.

Weapons Safety

Contractor shall without exception observe the following safeguards regarding the use of firearms and batons at any and all times while on duty at any Authority function or property. This includes, but is not limited to, the distribution of the following safeguards to all security personnel in Authority service:

- At no time shall any weapon or associated equipment (i.e., firearms, batons, gun belt, ammunition, magazines, etc.) be stored at Authority sites;
- At no time are the belt, firearm, baton, ammunition or other similar equipment to be removed from the person of the Security Officer or left unattended at any Authority site;
- Firearms and batons are not to be utilized as a measure of threat or intimidation, but only in the defense of life;
- Firearms are not to be removed and cleaned at any Authority facility at any time;
- Unauthorized weapons, holsters and ammunition are expressly prohibited;
- Loss, theft or misuse of any equipment must be reported to the Authority Project Manager immediately; and,
- Armed security personnel and supervisors who do not have a current firearms permit in their possession will be immediately removed from standing post at an Authority facility.

Radio and Communication Equipment

The Contractor shall provide and maintain the following communications equipment:

- Cellular telephones for all Security Supervisors;
- A Facsimile (FAX) machine in the office of the Project Manager; and,
- Computer

11. PERFORMANCE REQUIREMENTS AND VERIFICATION

Contractor Responsibility

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity as required and set forth in the contract with the Authority. Contractor shall likewise be responsible for disciplining contract personnel as necessary to ensure such performance.

Quality Assurance Plan

Contractor shall establish and maintain a Quality Assurance Plan to assure that all contractual requirements are met. This plan must be submitted to the Authority Project Manager for approval within fifteen working days of the award of contract. Contractor Quality Assurance Plan(s) shall include, but are not limited to:

- An inspection system. Covering all contractual requirements and services, and related contractual documents. This system shall identify the activities to be inspected on both a scheduled and unscheduled basis. How often and in what manner will the inspections be conducted, and the name/position of inspection personnel.
- Corrective action procedures. Procedures which will be used by the Contractor to respond to, and correct, deficiencies in service identified by the Authority Project Manager or his/her designee(s).

12. AUTHORITY VERIFICATION AND INSPECTIONS

It shall be the responsibility and prerogative of the Authority to inspect, investigate, and conduct inquiries into, all personnel providing service under this contract. Such activities will be conducted on a regular, periodic basis, either announced or unannounced by the Authority Project Manager or his/her designee. If Contractor is given direction to participate in activities by any other person the Authority Project Manager, this request needs to be reported to the Authority Project Manager immediately.

13. ADDITIONAL CONTRACTOR RESPONSIBILITIES/INFORMATION

The Contractor must also be able to meet the requirements listed below at the time of submitting proposal:

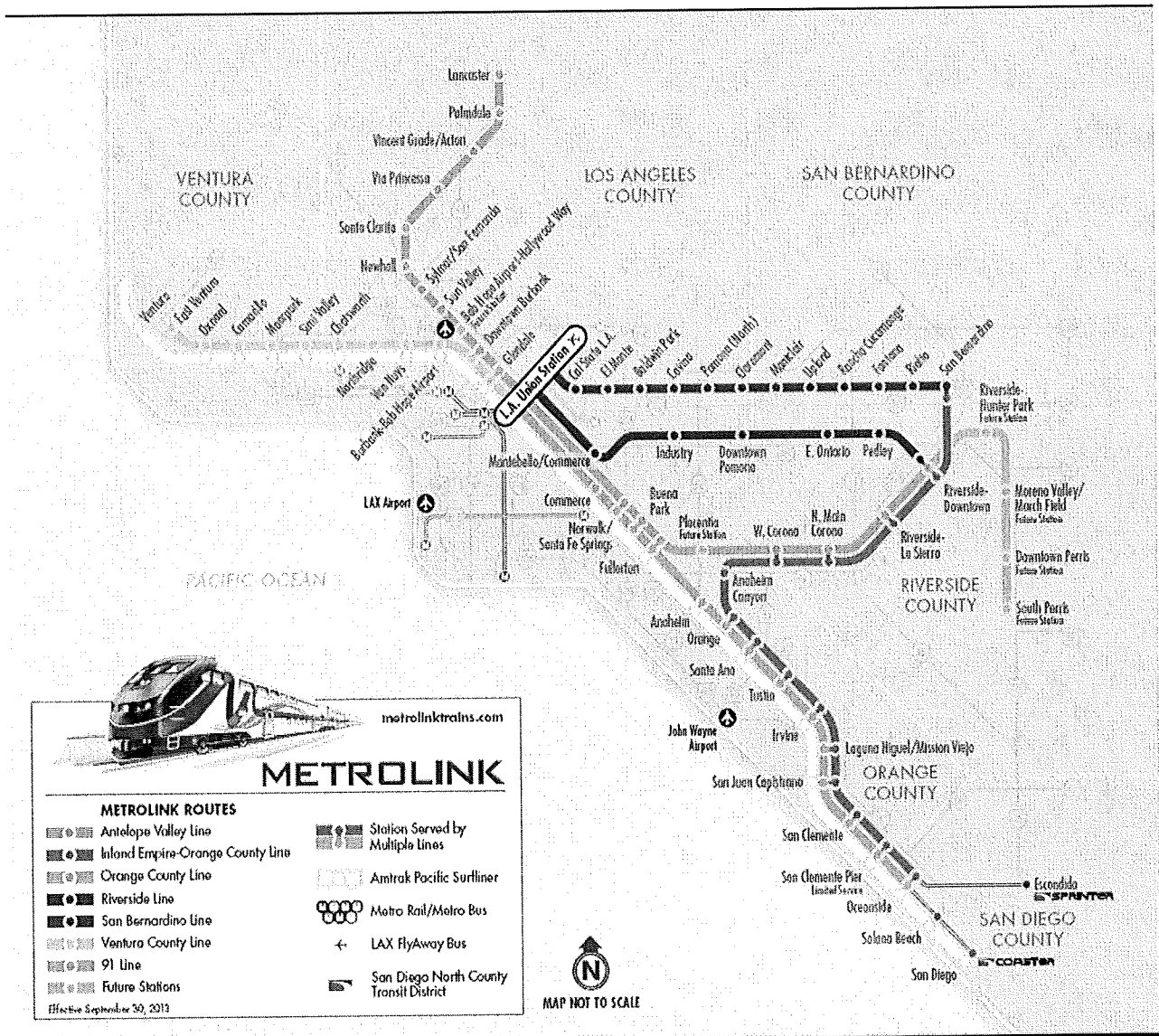
- Licensed to do business in the state of California;
- To provide security personnel who can speak and write in English and who are able to complete routine logs and accurate incident reports;
- Provide the Authority with trained, qualified security officers and supervisors who are able to project a positive appearance and demeanor and assist the public under demanding conditions in a high volume commuter rail system setting while remaining professional, courteous and tactful;
- To provide uniformed guards possessing all required certifications on a 24 hour basis, seven days per week;
- Provide personnel with all necessary equipment, transportation, training and supervision;
- Have Project Manager or designee available 24 hours a day and seven days a week;
- Personnel must be weapons/firearms certified in the State of California for the weapons they carry and meet all requirements which may be stipulated in any County or Municipality within which the Metrolink commuter rail system operates;
- Provide armed personnel who have completed the requirements mandated by the California Department of Consumer Affairs for certification and must possess valid First Aid/Cardiopulmonary Resuscitation (CPR) certifications;
- Provide ongoing training for personnel as needed and shall participate in all Authority mandated or sponsored training and drills as required;
- Provide personnel of the highest caliber who meet with standards demanded in this scope of services;
- Be willing to provide remedial officer training or counseling as required or remove deficient personnel from Authority service as requested by Authority Project Manager;
- Participate in regular liaison/coordination activities and meetings with Authority rail operations personnel and the Los Angeles County Sheriff Department; and
- Comply at all times with terms and conditions of the contract, including the specific insurance requirements.

14. AUTHORITY RESPONSIBILITIES

The Authority will have the following responsibilities:

- Provide guidelines for security and protective services on its commuter rail system and associated properties and facilities;
- The Authority designated law enforcement Agency is Los Angeles County Sheriff Department;
- The Authority Project Manager, in conjunction with appropriate Authority personnel, will advise and coordinate with security agency management assignment and deployment of all contract security personnel;
- The Authority shall actively work with Contractor to jointly develop all necessary emergency operations and critical incident management protocols for use by Contractor personnel and shall support the Contractor in the development of all necessary protocols and procedures for effectively providing comprehensive security/protective services; and
- The Authority or its designee will conduct regular periodic reviews to ensure each Contractor's adherence to contract specifications and continued ability to responsibly perform Contract services.

EXHIBIT 1 – SYSTEM MAP



ATTACHMENT B
COST SUMMARY SHEET

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

COST SUMMARY SHEET

CONTRACT NO. SP422-16 SECURITY SERVICES FOR METROLINK

YEAR 1				
Classification	(A) Direct Hourly Labor Rate	(B) Total Other Costs- G&A, O/H, Project	(C)=(A)+(B) Fully Burdened Labor Rate	(D) Overtime Holiday Rate
Security Officer (unarmed)	\$12.00	\$5.55	\$17.55	\$26.33
Security Officer (armed)	\$15.00	\$6.94	\$21.94	\$32.91
Security Supervisor	\$13.50	\$6.24	\$19.74	\$29.61
Security Specialist (unarmed)	\$12.50	\$5.78	\$18.28	\$27.42
Project Manager	\$43.27	\$20.01	\$63.28	EXEMPT
Assistant Project Manager	\$24.04	\$11.12	\$35.16	EXEMPT

YEAR 2				
Classification	(A) Direct Hourly Labor Rate	(B) Total Other Costs- G&A, O/H, Project	(C)=(A)+(B) Fully Burdened Labor Rate	(D) Overtime Holiday Rate
Security Officer (unarmed)	\$13.50	\$6.24	\$19.74	\$29.61
Security Officer (armed)	\$16.00	\$7.40	\$23.40	\$35.10
Security Supervisor	\$15.00	\$6.94	\$21.94	\$32.91
Security Specialist (unarmed)	\$12.75	\$5.90	\$18.65	\$27.98
Project Manager	\$44.57	\$20.61	\$65.18	EXEMPT
Assistant Project Manager	\$24.76	\$11.45	\$36.21	EXEMPT

YEAR 3				
Classification	(A) Direct Hourly Labor Rate	(B) Total Other Costs- G&A, O/H, Project	(C)=(A)+(B) Fully Burdened Labor Rate	(D) Overtime Holiday Rate
Security Officer (unarmed)	\$14.75	\$6.82	\$21.57	\$32.36
Security Officer (armed)	\$17.00	\$7.86	\$24.86	\$37.29
Security Supervisor	\$16.25	\$7.51	\$23.76	\$35.64
Security Specialist (unarmed)	\$13.00	\$6.01	\$19.01	\$28.52
Project Manager	\$45.91	\$21.23	\$67.14	EXEMPT
Assistant Project Manager	\$25.50	\$11.79	\$37.29	EXEMPT

Option Year 1 (Year 4)				
Classification	(A) Direct Hourly Labor Rate	(B) Total Other Costs- G&A, O/H, Project	(C)=(A)+(B) Fully Burdened Labor Rate	(D) Overtime Holiday Rate
Security Officer (unarmed)	\$15.75	\$7.28	\$23.03	\$34.55
Security Officer (armed)	\$18.00	\$8.32	\$26.32	\$39.48
Security Supervisor	\$17.25	\$7.98	\$25.23	\$37.85
Security Specialist (unarmed)	\$13.25	\$6.13	\$19.38	\$29.07
Project Manager	\$47.29	\$21.87	\$69.16	EXEMPT
Assistant Project Manager	\$26.27	\$12.15	\$38.42	EXEMPT

Option Year 2 (Year 5)				
Classification	(A) Direct Hourly Labor Rate	(B) Total Other Costs- G&A, O/H, Project	(C)=(A)+(B) Fully Burdened Labor Rate	(D) Overtime Holiday Rate
Security Officer (unarmed)	\$16.50	\$7.63	\$24.13	\$36.20
Security Officer (armed)	\$19.00	\$8.79	\$27.79	\$41.69
Security Supervisor	\$18.00	\$8.32	\$26.32	\$39.48
Security Specialist (unarmed)	\$13.50	\$6.24	\$19.74	\$29.61
Project Manager	\$48.71	\$22.53	\$71.24	EXEMPT
Assistant Project Manager	\$27.06	\$12.51	\$39.57	EXEMPT

Vehicles – Year 1 to 3; Option Year 1 (Year 4); Option Year 2 (Year 5)			
	Location	Proposed Vehicle Type (e.g. SUV, van)	Estimated Total Cost Per Day
Vehicle 1	Central Maintenance Facility	Ford Escape "S" 4x2	\$40.36
Vehicle 2	Eastern Maintenance Facility	Ford Escape "S" 4x2	\$40.36
Vehicle 3	Dispatch Operations Center	Ford Escape "S" 4x2	\$40.36

Notes:

1. Firm Fixed Unit Rates are fully-burdened and include all costs of performing the services under this Contract.
2. Column (A) reflects the direct Hourly Rate actually paid to the employee.
3. Column (B) reflects the total of all other direct costs associated with this Contract, such as G&A, Overhead, Benefits, etc., on an hourly basis.
4. Column (C) reflects the Fully Burden Rate which will be billed to Metrolink on an hourly basis under this Contract.
5. Column (D) reflects Overtime and Holiday Billing Rate.
6. Parking passes may be required by various locations.