# METROLINK

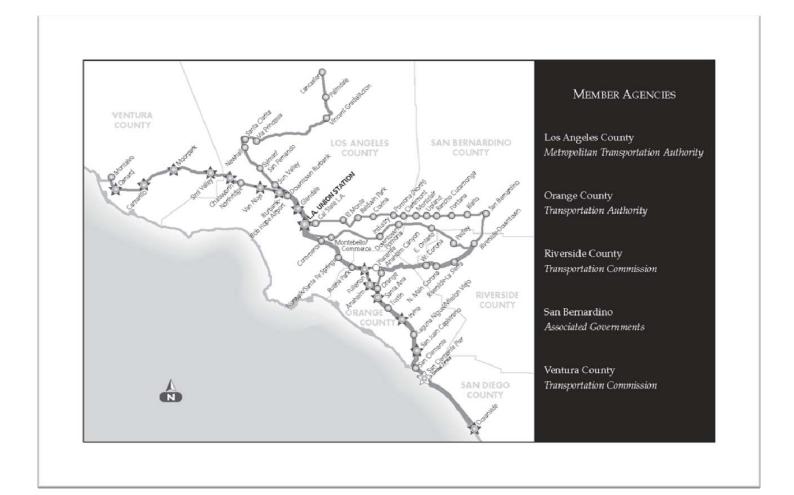
# Southern California Regional Rail Authority



# **CONFORMED CONTRACT**

NO. E740C-14

ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES



# CONTRACT AGREEMENT

#### between

AECOM TECHNICAL SERVICES, INC.	)	CON	ITRACT NO. E740C-14
Stephen Polechronis Senior Vice President 515 S. Flower Street, 8 <sup>th</sup> Floor Los Angeles, CA 90071	) ) ) )		CALL PROFESSIONAL ERING DESIGN SERVICES
Project Manager: Mark Perez (213) 926-3754 Mark.Perez@aecom.com	) ) ) )	AWARI	DED BY BOARD: 06.13.14
And	) ) )	Not-to-Exce Contract An	eed nount: \$10,000,000
Southern California Regional Rail Authority One Gateway Plaza, Floor 12 Los Angeles, California 90012 (hereinafter "Authority")	) ) ) ) )	Name: Title:	<u>Project Manager</u> : Naresh Patel Assistant Director, Standards & Design 909-392-8401 PatelN@scrra.net
	) ) )	<u>Contract Ad</u> Name: Title: Telephone: Fax: Email:	Iministrator: Marcus Gillette Senior Contract & Compliance Administrator (213) 452-0206 (213) 452-0425 gillettem@scrra.net

This Agreement is funded in part under grants provided by the U.S. Department of Transportation, Federal Transportation Administration and other grants.

# SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY METROLINK COMMUTER RAIL SYSTEM

# CONTRACT NO. E740C-14 ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES

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This Agreement is made and entered into as of this 1ST day of April, 2015 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "Authority") and AECOM TECHNICAL SERVICES, INC. (hereinafter referred to as "Consultant").

# RECITALS

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

WHEREAS, as authorized by the Board on June 13, 2014, Authority desires to hire Consultant(s) to perform On-Call Professional Engineering Design Services on a contract task order ("CTO") basis.

WHEREAS, Consultant has indicated it is qualified to perform such Services and is willing to perform 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

Consultant will perform On-Call Professional Engineering Design Services as described in ATTACHMENT A - SCOPE OF SERVICES, and as defined by individual contract task orders issued pursuant to this Agreement. Attachment A - Scope of Services 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 Services with its own forces or forces of another Consultant or entity. Consultant will cooperate fully with Authority's staff or other Consultant or entity that may be providing similar or the same Services for Authority. Authority is under no obligation to award any Contract Task Order Services to any Consultant under this Agreement.

# 2. PERIOD OF PERFORMANCE

The period of performance shall be for three years from April 1, 2015 to March 31, 2018, with one two-year option that may be exercised at the sole discretion of Authority (as applicable the "Term"). The specific period of performance for each CTO will be identified in each CTO. The Term shall be extended beyond the current Term solely for the purpose of completing in-process work awarded prior to expiration.

# 3. CONTRACT TASK ORDERS (CTO)

Consultant shall perform Services under each CTO (also herein referred to as "CTO Services") issued by Authority. Authority does not guarantee that Consultant will receive an assignment, nor that the firm will receive an equal number of assignments, nor does Authority make any guarantee that the maximum cumulative payment obligation under this Agreement identified in Article 4, will be expended.

Authority will not be obligated to pay costs in excess of the not-to-exceed amount or the total fixed price set forth in each CTO. Consultant shall perform the CTO Services and all obligations under this Agreement within such price.

Authority may request CTO proposals from one or more Consultants performing on-call engineering design services, after making an initial assessment on conflicts of interest, availability of firms, need for specialized skills or capabilities, or other factors pertinent to the particular CTO. When more than one CTO proposal is requested, Authority will award the CTO to the firm providing the CTO proposal most advantageous to Authority, at the sole discretion of Authority.

# CTO Proposal Preparation

Authority will issue a written CTO Request for Proposal (see Exhibit 2), including a project specific scope of services, to Consultant. Upon receipt, Consultant shall submit a detailed CTO Cost Proposal. The request will include, as needed, a description of the Services to be performed, the required schedule, and any special conditions related to the performance of the Services. Consultant will be required to complete the Conflict of Interest Form attached to the CTO Request for Proposal certifying that it does not have any conflicts with the CTO Services. Consultant shall not submit a CTO proposal if it has a conflict of interest. Authority will not be obligated to pay any costs incurred prior to the effective date of the CTO.

Consultant shall submit a final written technical proposal and cost proposal (Form 60) within the timeframe specified in Authority's CTO Request for Proposal and shall be prepared in sufficient detail to respond completely to Authority's request. The proposal shall include, but not be limited to:

- A. A description of the Services to be performed under the CTO, in sufficient detail to allow for Authority's evaluation.
- B. A detailed listing of any information required by Consultant, or a listing of assumptions made by Consultant in the preparation of its proposal, from Authority or a third party, in order for Consultant to perform the Services. The time at which the information is required must be provided.

- C. A list of the subconsultants to be used in the performance of the Services. For each subconsultant, identify: the specific service(s) to be provided; the personnel, by function and labor title, to be used; the estimated labor hours for each, and whether the subconsultant is a certified DBE/SBE.
- D. A detailed cost breakdown for the proposed Services shall accompany the Form 60. This cost breakdown should include, (1) the fully burdened labor rate [excluding fee (i.e., profit)] for Consultant personnel, by labor title, to be used in the performance of the CTO, (2) other direct costs (e.g., material, equipment, reproduction), (3) any other known costs, and the proposed fee [i.e., profit], and (4) a cost/resource loaded schedule to be submitted in hard copy and electronically in Primavera P6 Professional Project Planner. If necessary, overtime must be approved by Authority's Project Manager in writing, prior to being incurred. If required by Authority's request, the cost breakdown shall be detailed by milestone or level of design.
- E. The negotiated fixed price or not-to-exceed cost for the CTO will be in effect for the duration of the CTO.
- F. No "percentage of ..." costs are permitted under this Agreement, except the negotiated or audited overhead and G&A rates.
- G. The process for revising an approved CTO shall include all the requirements of the prior language of this Article. The Request for Proposal and CTO forms for revisions are included in Exhibit 2.

# **CTO Proposal Review and Approval**

- A. Upon receipt of Consultant's proposal, Authority will review the proposal, may have an independent cost estimate performed, and may negotiate any terms (e.g., assignment of Consultant and subconsultant personnel, labor hours, schedule) and/or costs specific to the CTO.
- B. Authority will issue an approved CTO (Exhibit 2). Each CTO will include (1) a numerical CTO and Project designator; (2) the description of the CTO Services, (3) the period of performance, schedule of deliverables; and milestones, if applicable, and (4) the fixed price or not-to-exceed cost for the CTO which shall not be exceeded without receipt of an approved revision to the CTO.
- C. No work shall commence until a written CTO has been executed by both Authority and Consultant. Consultant shall start CTO Services upon receipt of a signed CTO. If the CTO includes interim milestones or levels of design, approval may be given for only a portion of the Services. Consultant may not proceed to the next milestone, or level of design, until it receives a written approval from the Project Manager.

# 4. COMPENSATION AND MANNER OF PAYMENT

Consultant's full and complete performance of its obligations under this Agreement and CTO's issued thereunder, shall be subject to the maximum cumulative payment obligation provisions set forth below. Authority will pay Consultant for each CTO either on a Firm Fixed Price or on a Not-to-Exceed Price basis in accordance with the payment provisions set forth in each CTO.

Authority's maximum cumulative payment obligation under this Agreement shall not exceed the cumulative total of approved CTOs and approved revisions to CTOs, including all amounts payable to Consultant for all costs and fees, overhead and G&A rates, allowable other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, and insurance. In no event shall Authority's maximum cumulative payment obligation under this Agreement exceed \$10,000,000.00.

The Negotiated Fully Burdened Labor Rates established for this Agreement are included as Exhibit 1. The FBLR will be fixed for the duration of this Agreement. Adjustments in rates may be allowed if justified and approved by Authority for option years should such options be exercised.

# Payment

- A. Authority will remit payment within thirty (30) calendar days of approval of the invoices by Authority's Project Manager.
- B. 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. Any costs for which payment has been made to Consultant, which are determined by subsequent audit to be unallowable under these Federal cost principals, are subject to repayment by Consultant to Authority.
- C. In the event Authority should overpay Consultant, such overpayment shall not be construed as a waiver of Authority's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of Authority, Consultant shall immediately reimburse Authority the entire overpayment.
- D. After Authority has approved the Pre-Final (90% Design Submittal) Phase, Consultant shall not invoice Authority for the cost of performing revisions and corrections to project design and contract documents which are caused by Consultant or subconsultants errors, deficiencies, omissions, incomplete, poor quality or poorly coordinated work. This requirement for Consultant to promptly revise and correct errors, omissions, deficiencies, incomplete, poor quality or poorly coordinated work at no cost to Authority will extend from the Pre-Final

(90% Design submittal) of the project through the remaining design, construction and project close out phases.

#### Reimbursable Costs And Fees

A. Fully Burdened Labor Rates (FBLR)

Authority will compensate Consultant for Services performed under this Agreement using the Fully Burdened Labor Rates (FBLR) set forth in <u>Exhibit 1</u>. The FBLR rate will be itemized as follows, and will include:

 Direct Labor Rates - the actual labor cost incurred under the Agreement to the extent that they do not exceed the Fully Burdened Labor Rates (FBLR) per discipline and/or work category description set forth in Exhibit 1. The labor rates for each job classifications and grade will be based on general characteristics, technical responsibilities, managerial responsibilities, direction received, communication skills, typical titles and grades, experience, education, and licenses.

If it is the usual practice of partners or principals to perform certain basic technical work, they may be compensated for the time when they are actually engaged in the work, but only at a rate of pay commensurate with the type of work performed.

Labor shall be billed at the FBLR, for each classification and grade of labor. All direct labor cost shall be reported monthly on a Certified Payroll Form in Exhibit 4.

- 2) Employee Fringe Benefits costs for insurance, vacation, holiday, other paid absences, disability, sickness, health, welfare and dental coverage, life insurance and travel insurance and worker's compensation, employee savings, and investment plans, pension costs accrued and other employee benefits paid by Consultant.
- 3) Overhead Consultant will be reimbursed for overhead rates audited at the beginning of this Agreement as applied to the Agreement on a basis consistent with the federal cost principles in accordance with Federal Acquisition Regulation ("FAR") Part 31 and included as part of the FBLR.

In addition to the costs listed at <u>Exhibit 1</u>, (1) personal protective equipment program costs; (2) administrative and managerial costs; (3) two-way digital radios and mobile telephone costs; (4) allowance for (a) office supplies, (b) safety equipment, (c) licenses, (d) fees for business licenses, (e) vehicle registration and office utility charges, (f) taxes, and (g) Consumable Supplies are to be included as part of G&A Overhead and incorporated in the FBLR rates.

Fringe, burden and/or overhead rates shown in Exhibit 1 are fixed for the duration of this Agreement's base period. An adjustment to the extent supported by changes to the CPI will be allowed for option term should such option be exercised by Authority.

- B. <u>Labor Pay Rate Adjustments</u> Consultant may not increase the FLBR shown in Exhibit 1, but may adjust actual rates for employees in accordance with company policy as long as such increases do not exceed the FBLR rate.
- C. <u>Overtime</u> Overtime and extended workweek compensation are not authorized under this Agreement without prior approval in writing from Authority's Project Manager.
- D. <u>Subconsultants</u>

All costs associated with providing subcontracted services are allowable only to the extent that such costs are expressly negotiated as part of the CTO costs and approved by Authority. Subconsultant Cost Proposals (Form 60s) shall be prepared in accordance with the federal cost principles. Subconsultant costs may be approved as a result of negotiations or on a case-by-case basis.

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

#### E. Other Direct Costs (ODCs)

Other direct costs are allowable only to the extent that they are actual costs incurred by Consultant for items directly associated with the Agreement per limits and descriptions as set forth in each CTO. Authority will not reimburse other direct costs that exceed the specifically negotiated descriptions and amounts negotiated on a CTO basis with Consultant. Authority may approve, prior to any incurrence or future obligation, additional other direct costs as necessary to accomplish work on a case by case basis i.e. reproduction and printing specific to the project with prior Authority's approval.

1) Travel - Directly billable costs include, but are not limited to (1) travel outside the five-county area to include air, hotels, meals, car rental and associated mileage previously approved by Authority and in accordance with Exhibit 5 - Travel Policy. All travel and per-diem or subsistence costs are allowable only to the extent that such costs are pre-approved and allowable in accordance with the Authority's Travel Policy in Exhibit 5. Costs incurred for travel, including costs for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel with the California Department of Transportation Consultants/Consultants Travel Policy (http://www.dot.ca.gov/hg/asc/travel/ch12/1consultant.htm).

- 2) Equipment Reimbursement for the cost of equipment, tools, or vehicles hired, leased or purchased for the performance of the services are not authorized under this agreement and will not be paid without prior written approval of Authority. If Authority approves reimbursement of equipment as an ODC, such costs shall be subject to the requirements of the paragraph entitled above.
  - i. Title to all purchased equipment, assets, etc., reimbursed as an ODC shall be transferred to Authority. Each CTO will clearly identify and list all items requiring title transfer.
  - ii. Reimbursement for ODC's will be actual net costs or prices to Consultant or its subconsultant at any tier, (e.g. the cost or price less any refunds, rebates, or other items of value received by Consultant or its subconsultants at any tier, that have the effect of reducing the cost or price actually incurred).
- 3) ODCs typically included as part of overhead will not be reimbursable. These costs often include, but are not limited to, reproduction, mailing, and delivery charges, telephone, cell phone and facsimile charges, equipment rental, small portable equipment (e.g., recording or measuring devices), and expendable office supplies, coffee, drinking water and cups for office locations, alcoholic beverages, cell phones and operating costs for cell phones; personal protective equipment; fees, markups or other additives to material costs. The cost for these items shall be included in Consultant's overhead.
- 4) Employee Training, Safety, and Personnel Protective Equipment

The costs associated with providing the required training i.e Roadway Worker Protection and Bridge Worker Safety Training and Personnel Protective Safety Equipment, including class attendance, instruction, record keeping and the costs associated with furnishing head, foot, and eye protection are not be eligible as a direct cost reimbursement.

5) No mark-ups will be allowed on any direct costs.

# F. Fixed Fees

In determining fair and reasonable profit, consideration may be given to complexity of work being performed, risk borne by Consultant, level of Consultant investment, amount of subcontracting, industry profit rates in the surrounding area for similar work and record of quality of past performance as permitted under 49 CFR 18.36.

Fee for each phase will be proposed and justified in accordance with Exhibit 3 (Required Fee Calculation Worksheet and Justification).

No fee based strictly on "percentage of ..." costs is permitted under this Agreement.

The fixed fee shall be prorated across the entire CTO period of performance and will remain constant.

# 5. PAYMENT OF TAXES

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

# 6. INVOICING

- A. Consultant shall invoice Authority on a monthly basis no later than the 15<sup>th</sup> of each month in accordance with the billing schedules provided in Exhibit 4. Consultant shall submit invoices via email to Authority's Accounts Payable Office at <u>accountspayable@scrra.net</u>, with cc to Project Management Oversight Department, and the designated Project Manager and Contract Administrator, and CTO Project Manager.
- B. Authority is pursuing initiatives reduce or eliminate paper and streamline the invoicing and payment process. To that end, Authority requires that Consultant be able to support the electronic exchange of invoicing information, which may include secure access to a database view(s) from which to import Accounts Payable invoice header and line item data, flat files in a Comma Separated Value format (\*.CSV) containing Accounts Payable invoice detail, or X12 ANSI EDI transactions to be provided in addition to, and eventually in lieu of, printed or \*.PDF formatted invoices. Once the electronic exchange of invoicing information becomes active, the

Consultant will be required to provide electronic access to Accounts Payable invoice information, in lieu of submitting paper invoices to Authority.

- C. Consultant shall furnish information as may be requested by Authority to substantiate the validity of an invoice. Payment shall be based on monthly invoices that document expenses for each charge using the cost breakdown as required in <u>Exhibit 4</u> and sorted by Contract Task Order and project number. Each invoice shall include the following information:
  - Contract number, Project and CTO identification numbers
  - Time period covered by the invoice
  - Amount of payment requested
  - Invoice Checklist (see Exhibit 4)
  - DBE Compliance Data (see Exhibit 6) in printed format
  - Certified Payroll Data (see Exhibit 4)
  - Progress Reports (see Exhibit 4) in printed format
- D. At the same time a paper invoice is submitted, a CD or DVD shall be provided to Authority.

Copies of payroll data submitted by Consultant shall include the name, employee number, classification, direct hourly labor rate, dates and hours of work performed by all professional and clerical employees. The contract number (E740-14), project and CTO number must be shown on all supporting payroll data. If overtime work was performed by non-exempt employees, the overhead factor shall apply only to the straight time portion of the premium rate. Overtime must be approved in advance, in writing, by Authority. The Payroll Data shall be signed by Consultant.

# 7. REPORTING REQUIREMENTS

A. Consultant shall submit monthly reports using the Reporting Requirement Forms provided in Exhibit 4.

Consultant shall prepare and submit all data and reports affecting the Services to Authority as needed to satisfy requirements for submission of information or reports to any federal, state or local governmental agencies. Consultant shall keep complete and accurate records, and shall provide Authority with such other reports or information. All reports prepared pursuant to this Agreement shall be the property of Authority, and Consultant shall not voluntarily release or disclose any of the contents of those reports without the prior written approval of Authority.

Monthly reports should list all approved CTO's, the current not-to-exceed cost or the current total fixed price for each CTO, the cumulative not to exceed cost for all CTO's any approved revisions to the not to exceed cost, current cumulative billings against the CTO and cumulative billings against all CTO's by CTO and by project. The monthly reports shall also list all personnel (both Consultant and subconsultant)

hours charged against each CTO, each Consultant or subconsultant personnel fully burdened (loaded) rate, total hours authorized and expended and extended costs for each individual on all CTO's on both a monthly and cumulative basis. These monthly reports shall be submitted directly in electronic form to Authority's Project Manager and Project Management Oversight Department, and correspond with the submitted of the monthly invoice.

- Β. Consultant shall, in the most expeditious manner, provide an initial report to Authority's Director, System Safety and to Authority's Project Manager, of any reportable personal injury as so designated by the FRA, no matter how slight, to a Consultant employee. Consultant must supplement such initial report with reports that provide additional details of medical treatment or estimated disability, cause of the accident, or other significant factors relating to the accident to the above-listed Authority personnel. Consultant shall make such initial and followup reports by telephone. If Consultant is unable to establish contact with the above Authority personnel within four (4) hours of any accident, Consultant must notify other Authority's personnel in Authority's Project Manager's department, explaining that Consultant is providing the report as an initial report of the accident due to Consultant's having been unable to report such to Authority's System Safety and Authority's Project Manager. Within seventy-two (72) hours of the incident, two written reports describing the occurrence, disability, and medical treatment shall be submitted, separately addressed to Authority's Director, System Safety and Authority's Project Manager. The reports required under this Section 3.F.2 are necessary for Authority to comply with 49 CFR 225, Railroad Accidents/Incidents: Reports, Classification, and Investigations, current Aareement. as of the Effective Date of this at http://www.gpo.gov/fdsys/granule/CFR-2009-title49-vol4/CFR-2009-title49-vol4part225.
- C. At the end of each calendar month, Consultant shall submit two copies of a written report of each personal injury and a summary of the injuries to date for the year. Consultant shall submit such personal injury report to Authority's Director, System Safety and to Authority's Project Manager and will include the current status of each injured employee, including summary of medical treatment received, summary of any restricted duty or lost work days, and current employment status.

# 8. NOTIFICATION

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

# To Authority:

To Consultant:

Southern California Regional Rail Authority One Gateway Plaza, Floor 12, Los Angeles, CA 90012 Attn: Marcus Gillette Senior Contract Administrator AECOM Technical Services, Inc. 515 S. Flower Street, 8<sup>th</sup> Floor Los Angeles, CA 90071 Attn: Stephen Polechronis

# 9. AUTHORITY AND CONSULTANT'S REPRESENTATIVES

Authority's Representatives

Authority's Project Manager under this Agreement shall be the Assistant Director, Standards and Design.

In addition, Authority will designate a CTO Project Manager for each CTO issued under this Agreement.

#### Consultant's Key Personnel

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

<u>Name</u>	Role
Stephen Polechronis	Senior Vice President
Mark Perez, PE	Railroad Systems Project Manager
Richard Silos	QA/QC Manager

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

# 10. SUBCONSULTANTS

Subconsultant Flow-down Requirements \*

Consultant shall incorporate the following into each Subcontract and require insertion of same into all lower tier subcontracts:

• All articles, sub-articles or portions of this Agreement noted by a single star ("★") shall be included in all subcontracts of any tier and those noted by a double star

("\*\*") shall be included in subcontracts of any tier with an estimated total value of \$100,000 or more.

• All provisions required by law, regulation, rule, or this Agreement to apply to subconsultant shall apply to all subcontracts of any tier.

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 subconsultant for the amounts owing and that subconsultant shall have no claim, and shall take no action against Authority, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by Consultant.

Subconsultants Names	Services to Be Performed
Xorail, Inc.	Railroad signal and communications
Pacific Railway Enterprises, Inc.	Train control signal and communications, system design, programming, inspection and consulting services
Diaz Yourman & Associates	Geotechnical engineering
Lin Consulting, Inc.	Traffic engineering
Lenax Construction Services Inc.	Cost estimating
Coast Surveying, Inc.	Surveying and mapping
David Evans and Associates	Surveying
SafeProbe, Inc.	Underground utility survey services
SAF-r-DIG Utility Surveys, Inc.	Underground utility survey services
Corrosion Probe, Inc.	Traffic engineering
MTGL, Inc.	Materials testing and special inspection services

#### 11. 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.

# 12. INDEPENDENT CONSULTANT

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

#### 13. INSURANCE

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

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

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

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

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

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

If Consultant insurance coverage excludes or limits any coverage required under Authority's contract terms and conditions, either by endorsement or policy excluded coverage, Consultant must provide, with the original submittal and all renewal submittals, a copy of those policy restrictions for approval by Authority. Such policy endorsements, exclusions, limitations, or any alteration of Authority required insurance coverage must be approved in writing by Authority. Failure to comply may result in Authority's termination of the Agreement, at the sole discretion of Authority.

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

- 1) Commercial General Liability to include Products/Completed Operations, Independent Consultant, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:
  - a. Primary Bodily Injury Liability Limits of \$2,000,000 per occurrence, and
  - b. Primary Property Damage Liability Limits of \$2,000,000 per occurrence; or
  - c. Combined single limits of liability for Primary Bodily Injury and Primary Property Damage of \$2,000,000 per occurrence, \$4,000,000 annual aggregate.
- 2) Automobile Liability with the following limits:
  - a. Primary Bodily Injury with limits of \$1,000,000 per occurrence; and
  - b. Primary Property Damage with limits of \$1,000,000 per occurrence; or
  - c. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2,000,000 per occurrence.
- 3) Workers' Compensation Insurance with the limits established and required by the State of California.
- 4) Employer's Liability with limits of \$1,000,000 per occurrence.
- 5) Professional Liability with limits of \$4,000,000 per claim and aggregate
- 6) Prior to commencing CTO Services requiring entry to the right-of-way, Consultant will be required to complete Temporary Right of Entry Agreement Form 5 or 6, and furnish any additional insurance required. The cost of any additional required insurance will be reimbursed with prior approval from the Authority as an ODC under the applicable CTO.

#### 14. INDEMNITY★

To the fullest extent permitted by law, 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, proceedings, actions, and lawsuits for damages of any nature whatsoever, including, but not limited to, brought for or on account of bodily injury, death, personal injury or property damage (including property of Consultant) which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, directors, employees, representatives, agents, subconsultants or suppliers, or subconsultants of any tier. This indemnity shall survive the expiration or earlier termination of this Agreement.

# 15. OWNERSHIP OF AUTHORITY MATERIALS

Consultant and Authority agree that all materials, including but not limited to designs, drawings, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including, but not limited to, any copyrights, unpatented inventions, patent applications, patents, design rights, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of Authority (hereafter collectively, "Authority Materials"). Consultant hereby assigns and transfers to Authority all Consultant's right, title and interest in and to all such Authority Materials developed under this Agreement. Further, Authority Materials shall be deemed works made for hire, and all rights in copyright therein shall be retained by Authority.

Notwithstanding such Authority ownership in Authority Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. Consultant will be permitted to retain such for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the Authority. During and for a minimum of five years subsequent to the term of this Agreement, Authority shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

Consultant shall execute all documents requested by Authority and shall perform all other acts requested by Authority to assign and transfer to, and vest in Authority, all Consultant's right, title and interest in and to Authority Materials, including, but not limited to, any and all copyrights, trademarks, unpatented inventions, patent applications, patents, design rights, and any other proprietary rights and derivatives thereof resulting from this Agreement. Consultant further agrees to ensure transfer of all rights to Authority Materials that may be created or produced under this Agreement by its suppliers, vendors or subconsultants. Authority shall have the right to register all applicable copyrights, trademarks and patents in the name of Authority. Further, Authority shall have the right to assign, license, or otherwise transfer any and all Authority's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to Authority Materials.

Consultant represents and warrants that Authority Materials prepared herein under this Agreement, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of Authority Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in Authority Materials.

Consultant shall defend, indemnify and hold Authority harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from Authority's use of Authority Materials created, prepared, or supplied by Consultant under this Agreement. Consultant will also indemnify and defend at its sole expense, any action brought against Authority based on a claim that Authority Materials furnished hereunder by Consultant infringe any copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right of third parties, and Consultant will pay any settlement amounts, costs, damages and attorney's fees incurred by Authority. Authority will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof. This indemnity shall survive the expiration or earlier termination of this Agreement. Further, if the use of Authority Materials is enjoined as a result of such suit or claim, Consultant, at no expense to Authority, shall obtain for Authority the right to use said item or materials, or shall substitute equivalent materials acceptable to Authority and extend this indemnity thereto.

However, Consultant will not be required to indemnify Authority if the suit or claim results from: (1) Authority's alteration of Authority Materials, such that said materials in its altered form infringes upon any presently existing U.S. patent or copyright; or (2) the use of Authority Materials in combination with other material not provided by Consultant when such use in combination infringes upon an existing U.S. patent or copyright.

Consultant shall additionally bear all costs arising from the use of patented equipment, designs, materials, devices, and/or processes used on and/or incorporated into Authority Materials or in other work provided hereunder the Agreement. When uses of these equipment, materials, devices, and/or processes are judged to be an infringement and their use is banned, Consultant, at its own expense, shall, with the concurrence of Authority, do one of the following:

- Secure for Authority the right to continue using said equipment, materials, devices, and/or processes by suspension of the injunction or by procuring a license(s);
- Replace said equipment, materials, devices, and/or processes with non-infringing equipment, materials, devices, and/or processes;
- Modify said equipment, materials, devices, and/or processes so that they become non-infringing; or
- Remove said equipment, materials, devices, and/or processes and refund the sum paid therefore without prejudice to any other rights of Authority.

Consultant shall affix the following notice to all Authority Materials, and otherwise as Authority may direct: "© Copyright 2014 (or such other appropriate date of first publication), SCRRA. All Rights Reserved."

All materials, including software, data, reports, surveys, drawings and other documents and information furnished to Consultant by Authority is made available only for Consultant's use in performing the Services and shall remain the sole property of Authority. Under no condition may these materials be used by Consultant for other projects that are outside the scope of this Agreement. All such materials shall be returned to Authority at the completion of the Services, termination of the Agreement, or other time as Authority may determine.

If directed to do so by Authority, Consultant will place Authority's name and its marks and logos on Authority Materials developed under this Agreement. Consultant may not however, use Authority name and its marks and logos on any other materials without the express written consent of Authority.

# 16. RIGHTS IN SHOP DRAWINGS, WORK DRAWINGS, TECHNICAL DATA★

In addition to the provisions contained in Article 17 Title, shop drawings and working drawings submitted to Authority by Consultant, its subconsultants or suppliers of any tier pursuant to the Agreement, are the property of Authority, and Authority may use and disclose, in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Agreement (subject to the article entitled PUBLIC RECORDS ACT, herein).

Technical data, as used herein, means any form or format of technical writing, including operations/maintenance manuals, pictorial reproductions, drawings or other graphic representations, calculations and documents of a technical nature, including computer software and program listings, which are developed or required to be delivered pursuant to the Agreement. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

Authority shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the article entitled PUBLIC RECORDS ACT.

Consultant shall agree to grant to Authority and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as it deems fit all technical data covered by copyright supplied for the Agreement. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for Authority to use such in the manner herein described. Consultant shall secure and deliver to Authority the written permission for third parties claiming patent, copyright, or proprietary rights in technical data for Authority to use such technical data in the manner herein described.

# 17. TITLE

The provisions of this Article shall govern the disposition of all property acquired under this Agreement including all property acquired under a CTO and reimbursed as an other direct cost.

Title shall pass to Authority at the time of payment.

The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.

The transfer of title as specified above shall not imply Acceptance by Authority, nor relieve Consultant from the responsibility for strict compliance with the Agreement, including warranty provisions, and for any loss of or damage to items.

Consultant at its own expense shall promptly execute, acknowledge, and deliver to Authority proper bills of sale or other written instruments of title in a form as required by Authority; said instruments shall convey to Authority title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

Consultant shall have title to and bear the risk of any loss of or damage to items purchased hereunder until they are delivered, unloaded, and accepted by Authority at the FOB Destination specified herein. Consultant's responsibility for loss or damage except for loss or damage resulting from Consultant's negligence, shall cease when title passes to Authority.

# 18. WORK FOR HIRE **★**

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, U.S.C. will be considered "work for hire" as it pertains to ownership rights. Consultant, by his/her endorsement hereon agrees that all rights to

any work(s) created or produced are waived, and that ownership rests with Authority. Consultant further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Agreement by its suppliers, vendors or subconsultants.

Deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by Authority. 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 Authority.

# **19. 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.

# 20. STANDARD OF PERFORMANCE

Consultant shall perform and exercise, and require its subconsultants to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Agreement. Consultant shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that Authority will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

All workers shall have sufficient skill and experience to perform the services assigned to them. Authority shall have the right, at its sole discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the services at no additional fee or cost to Authority, if Authority considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing services under this Agreement under this Article shall not be re-assigned to perform services under this Agreement without Authority's prior written approval.

After Consultant's project design development process has received Authority's approval of the Pre-Final (90% Design) Phase Submittal, Consultant and its subconsultants, shall at no additional cost to Authority, be responsible for promptly

revising and correcting all post Pre-Final (90% Design Submittal), plus plans, specifications and contract documents which contain errors, omissions, deficiencies, incomplete, poor quality or poorly coordinated work. This requirement for Consultant to promptly revise and correct errors, omissions, deficiencies, incomplete, poor quality or poorly coordinated work at no cost to Authority shall extend from the Pre-Final (90% Design submittal) of the project through the remaining design, construction and project close out phases.

Contract documents which contain errors, omissions, deficiencies, incomplete, poor quality or poorly coordinated work will require for Consultant and its subconsultants to promptly revise and correct errors, omissions, deficiencies, incomplete, poor quality or poorly coordinated work at no cost to Authority shall extend from the pre-final (90% design submittal) of the project through the remaining design, construction and project close out phases.

When errors and omissions are discovered during construction of a project that Consultant designed, Consultant will be liable for correction of the drawings at their own cost, and will reimburse Authority for the difference between what the "correct" construction will cost (as a change order issued to the construction contractor) and what it would have cost in the original contract had the drawings been correct.

# 21. PERFORMANCE MEASUREMENTS

Assessing Consultant performance is a standard practice needed by Authority in order to determine if Authority is receiving good value; ensure Authority is receiving good, quality deliverables; provide opportunities for continuous improvement/lessons learned; provide input into the Agreement and CTO selection reference process; and meet Contract or performance evaluation information.

The performance evaluation of Consultant will be performed after the completion of the design for the services provided for each CTO's. Additional reviews may be performed by Authority if deemed necessary. The evaluation will be completed by Authority's Project Manager and/or CTO Project Manager. The category for evaluation will include project or CTO management, communication and coordination, schedule, quality of work, technical performance, consistency with budget and design services during construction.

The rating for each category and criteria will include a numeric indicator. The rating will be as follows:

- Unacceptable = 1
- Below Average = 2
- Satisfactory = 3
- Above Average = 4

• Outstanding = 5

The overall rating and rating for each evaluation category and criteria will be summarized an On-Call Professional Engineering Services Performance Evaluation form included in Exhibit 4.

Authority will provide a copy of the completed Evaluation to Consultant. If Consultant disagrees with the evaluation, Consultant must provide a written response within ten (10) calendar days after receiving the Performance Evaluation Form. If the request is not made within 10 calendar days, the score shall be considered final. Evaluation will be retained for the life of the Agreement or not more than three years after the completion of the evaluation. Completed performance evaluation forms and any Consultant responses will be forwarded to SCRRA selection committee for use in the reference check process of future procurement solicitation.

If errors and/or omissions are found during the performance evaluation, such errors and omissions must be corrected without additional compensation. Consultant shall remain liable for all damages caused by Consultant's negligent performance of any services furnished under the CTO and the Agreement. Refer to SCRRA's Design Procedures Manual for addition information on errors and/or omissions.

# 22. PERSONNEL REQUIREMENTS

A. Hiring

Consultant is responsible for providing, a trained and qualified workforce to perform the Services. Consultant shall hire all labor, administrative, professional, and supervisory personnel required to provide the Services in accordance with the requirements of this Agreement. Authority reserves the right to approve or disapprove Consultant's Key Staff. Approval by Authority will not be unreasonably withheld, and Authority will take all necessary steps to ensure that approval is granted in a prompt manner. In addition, Consultant agrees that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Consultant's staff and, in particular, Consultant's Key Staff.

B. Training and Personnel Protective Safety Equipment

Roadway Worker Protection and Bridge Worker Safety Training and Personnel Protective Safety Equipment - All Consultant and subconsultant personnel who may have need to enter into Railroad right-of-way shall have been trained on an annual basis to comply with Authority's and the FRA's Part 214 Railroad Workplace Safety Requirements for both Roadway Worker Protection and Bridge Worker Safety Protection by their employer. All Consultant and subconsultant personnel who may be expected to enter the railroad's right-of-way shall be required by their employer to wear head, foot and eye and face protection complying with CFR Part 214.113, 214.115, 214.117 respectively.

# C. Removal

If Consultant should ever need to remove any Key Staff from performing Services under this Agreement. Consultant shall obtain prior written approval of Authority and shall work with Authority on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Approval by Authority will not be unreasonably withheld, and Authority shall take all reasonable steps to ensure that approval is granted promptly. Notwithstanding the preceding two sentences, if Consultant needs to remove Key Staff from performing Services under this Agreement as a result of terminating the employment of any Key Staff, Consultant shall not be required to obtain Authority's prior written approval. However, Consultant shall provide Authority with adequate notice, except in circumstances in which such notice is not possible, and shall work with Authority on a mutually agreeable transition plan, as to such other Key Staff so as to provide an acceptable replacement and ensure project continuity. Notice under this Section shall be provided to Authority's Project Manager and Contract Administrator identified by Authority.

With regard to any individual providing Services on behalf of Consultant under this Agreement, if Authority believes that such individual(s) is impairing performance under this Agreement, Authority will notify Consultant and Consultant shall immediately address the performance of such person, or, at the request of Authority, Consultant shall remove such person from providing Services. In cases affecting the safety of employees, the public, or railroad operation, such removal shall be immediate. Notwithstanding the above, Authority will not unreasonably request the removal or replacement of any individual providing Services on behalf of Consultant under this Agreement.

D. Consultant's Disciplinary Policy

Consultant and Consultant's key Sub-Consultants shall develop and maintain a disciplinary policy as an integral part of each of their personnel policies. Consultant's disciplinary policy shall emphasize a combination of training, education and discipline. Consultant's disciplinary policy shall be consistent with current railroad industry disciplinary policies. The Federal Railroad Administration (FRA) quidelines recommendations contained in the "Model 219 and Part Consultant/Volunteer Compliance Plan" should be used as a guideline for establishing an effective disciplinary policy. In addition, the FRA's Office of Rail Safety, "General Manual" and Authority's "Maintenance of Way Operating Rules and Instructions" shall be taken into consideration in establishing Consultant's employee disciplinary policy. Consultant, on an annual basis, shall submit its employee disciplinary policies to Authority for review and acceptance. Consultant shall inform Authority of any Consultant disciplinary actions against any Consultant or Sub-Consultant employee as a consequence of violation of safety practices or policies.

# 23. FORCE MAJEURE

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

# 24. SUSPENSION OF SERVICES★

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

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

# 25. TERMINATION FOR CONVENIENCE★

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

# 26. TERMINATION FOR BREACH OF CONTRACT★

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

In the event Authority terminates this Agreement as provided in this article, Authority may, upon such terms and in such manner as Authority may deem appropriate, procure On-Call Professional Engineering Design Services and Consultant shall be liable to Authority for all of its costs and damages, including, but not limited to, any excess costs.

All finished or unfinished documents and materials produced or procured under this Agreement shall become Authority property upon date of such termination, and must be delivered to Authority within 30 days from the date of termination.

If, after notice of termination of this Agreement under the provisions of this article, it is determined for any reason that Consultant was not in default under the provisions of this article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the article entitled Termination for Convenience.

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.

# 27. MODIFICATIONS TO THE AGREEMENT

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

# 28. DISPUTE RESOLUTIONS

# Settlement of Disputes

Both of the parties hereto shall make every reasonable effort to settle any dispute arising out of this Agreement by discussion between the parties representatives. The parties shall make every reasonable effort to meet within thirty (30) days to discuss disputes arising from issues related to Article 4 Compensation and Manner of Payment. If the parties so agree, they may involve a disinterested person experienced in railroad operations, or an accountant if appropriate, to render his or her objective advice and opinions, which shall be advisory only and not binding unless the parties agree in writing to be bound by his or her judgment in a particular instance.

# Controversies Subject to Mediation or Independent Audit

Any claim or controversy between Authority and Consultant which cannot be resolved by the parties concerning the interpretation, application, or implementation of this Agreement shall be submitted to a mediator or independent auditor pursuant to the provisions of this Section, provided, however, that no such claim or controversy shall be submitted to a mediator or independent auditor until it has first been submitted to Authority's Director, Engineering and Construction and Consultant's Project Manager for resolution between them.

#### Mediator/Independent Auditor

- a) Authority and Consultant shall jointly select a mediator or independent auditor within twenty-one (21) calendar days after the submittal of a dispute under this Subsection. The mediator or independent auditor shall be properly qualified in the required areas of public sector finance and/or the surface transportation industry, and have experience in the analysis of transportation operating and capital costs and revenues and in transportation operational issues.
- b) The mediator or independent auditor shall meet with the parties within twenty-one (21) calendar days after his or her selection to attempt to mediate and resolve the dispute. If mediation efforts are unsuccessful after sixty (60) days, the mediator or auditor shall, after consideration of the parties' positions and written submittals (if so requested), issue written recommendations for resolution of the dispute. Any such written submittals shall be postmarked by the tenth calendar day after the parties' last meeting with the mediator or auditor. The recommendations of the mediator or independent auditor shall be issued within thirty (30) calendar days after the later of the conclusion of mediation or the submittal of written positions (if so requested). All meetings and proceedings shall be held in Los Angeles County, California, at a time and location acceptable to both parties.

#### Pending Resolution

Except as provided specifically in other sections of this Agreement, while such mediation is proceeding, the business, the operations to be conducted, physical plant to be used, and compensation for Services under this Agreement, to the extent that they are the subject of such controversy, shall continue to be transacted, used and paid in the manner and form existing prior to the arising of such controversy, unless the mediator/independent auditor shall make a preliminary ruling to the contrary.

#### Cost of Mediation

Each party hereto shall bear the costs and expenses incurred by it in connection with such mediation. The cost of the mediator or independent auditor shall be shared equally between the parties.

#### Enforcement

If a dispute is not resolved through mediation, either party may pursue available legal remedies in a civil action filed and venued in any court located in the Superior Court of the State of California for the County of Los Angeles, Central District, or in the United States District Court for the Central District of California, Western Division. Each of the parties hereto hereby consents to personal jurisdiction in these courts for any such controversy, claim, action or cause of action. Further, this Agreement shall be governed by and construed in accordance with the laws of the State of California. No conflicts of law rules of any state or country shall be applied to result in the application of any substantive or procedural laws of any state or country other than California. Each of the parties hereto further acknowledges that the laws and courts of California were freely and voluntarily chosen to govern this Agreement and to adjudicate any claims or disputes hereunder.

# 29. DESIGN TO BUDGET

In order to ensure the accuracy of the construction budget for the benefit of the public works bidders and Authority's budget process, when specified by Authority in a particular CTO Request for Proposal Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract for the construction of the facilities designed at a price that does not exceed the estimated construction specified by Authority. When bids or proposals for the construction contract are received and all exceed the estimated price, Consultant shall perform such redesign and other services as are necessary to permit contract award within established construction budget. These additional services shall be performed at no increase in the price for which the CTO Services were specified. However, Consultant shall not be required to perform such additional services at no cost to Authority if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

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

#### 30. 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.

# 31. DISQUALIFYING POLITICAL CONTRIBUTIONS★

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

# 32. 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.

# 33. EQUAL OPPORTUNITY \*

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

# 34. WHISTLEBLOWER REQUIREMENTS

No Consultant shall adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal

regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et seq.

# 35. COMPLIANCE WITH LOBBYING POLICIES★

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.

If Contract (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.

# **36. PUBLIC RECORDS ACT**

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.

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.

In the event of litigation concerning the disclosure of any material submitted by Consultant, Authority's sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. Consultant, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold Authority harmless from all costs and expenses, including attorneys' fees, in connection with such action.

# 37. 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.

# 38. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC

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

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

# **39. INSPECTION AND AUDIT★**

Consultant shall maintain a complete set of records in accordance with Generally Accepted Accounting Principles. The original records shall be maintained at a location within Authority service region. Consultant shall permit the authorized representatives of Authority, and/or Funding Agencies to inspect and audit all work, materials, payrolls, books, accounts and other data and records of Consultant for a period of three (3) years after the final payment, or until any on-going audit is completed.

Authority and Consultant agree that Federal Acquisition Regulation ("FAR") Part 31 shall be used to determine the allowability of costs claimed by Consultant. Consultant further agrees it shall estimate, accumulate and allocate all costs in accordance with FAR Part 30 and 48 CFR Chapter 99 Cost Accounting Standards ("CAS").

Authority may, at any time, and at its own cost, conduct or have conducted an inspection or audit of any aspect of Consultant's performance of its duties and obligations under this Agreement. Upon reasonable notice, Consultant shall permit auditors or any other duly authorized agent of Authority, the U.S. Department of Transportation, and the Comptroller General of the U.S. to inspect, examine and audit all financial books, records, accounts, work and materials relating to Consultant's performance under this Agreement. Authority shall also have the right to reproduce any such books, records and accounts.

All such books, records, accounts and documents shall be maintained and be accessible to Authority for three years after completion or termination of this Agreement, except in the event of litigation or settlement of claims arising from the performance of

this Agreement, in which case Consultant agrees to maintain all records until Authority, the FTA Administrator, the Comptroller General, or any duly authorized representatives, have disposed of such litigation, appeals, claims or exceptions related thereto. All records shall be maintained at a location within Authority service region. For purposes of audit, the date of completion of the Agreement shall be the date of Authority's payment for Consultant's final billing (so noted on the invoice) under this Agreement.

Agreements with Consultant's subconsultants shall include the above provisions with respect to audits. The term "subcontract" as applies to these audit requirements excludes agreements not exceeding \$10,000.

Any payment by Authority shall be subject to a reasonable audit, in accordance with Generally Accepted Accounting Practices, and evaluation of operations, performance, and costs. The scope of such audit and evaluation may be either financial or operational, or both, and may include, in addition to costs and wages, indirect costs.

#### 40. COST ACCOUNTING

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

#### 41. ACCESS TO RECORDS AND REPORTS

Consultant agrees to provide Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or the FTA's authorized representatives including any Project Management Oversight Consultant access to Consultant's records and worksites pertaining to a major capital project, defined at 49 USC 5302(a),1, which is receiving federal financial assistance through programs described at 49 USC 5307, 5309, or 5311.

Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which care Consultant agrees to maintain same until Authority, 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 (49 CFR 18.39(i)(11)).

#### 42. APPLICABILITY OF FEDERAL GRANT CONTRACT \*

This Agreement may be subject to one or more financial assistance contracts between Authority and the U.S. Department of Transportation, which incorporate the current FTA Master Agreement and Circular 4220.1F. Consultant and its subconsultants 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 Agreement is established and may apply to this Agreement. To assure compliance with changing Federal requirements, acceptance of this Agreement indicates that Consultant agrees to accept all changed requirements that apply to this Agreement.

#### 43. 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 Agreement. 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.

#### 44. FEDERAL FUNDING LIMITATION★

Consultant understands that funds to pay for Consultant's performance under this Agreement are anticipated to be made available from the U.S. Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. A portion of Authority's obligation hereunder may be payable from funds that are appropriated and allocated by FTA for the performance of this Agreement. If funds are not allocated, or ultimately are disapproved by FTA, 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.

#### 45. NO FEDERAL OBLIGATION TO THIRD PARTIES ★

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

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 clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

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

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

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.

Consultant shall, immediately upon becoming aware of any such imposition or change of requirement, provide Authority with full and detailed particulars of the changes required in the services 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 Consultant's performance less expensive, or less difficult, then Authority shall have the option either to require Consultant to perform pursuant to the more rigorous requirements or to receive a reduction in the price of the services affected for all savings in direct costs which may be realized by Consultant by reason of such change and appropriate adjustments in deductions for overhead and profit made so as to reflect actual savings made by Consultant. Authority shall give Consultant notice of Authority's determination, and anticipated savings.

#### 47. 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 Agreement or to any benefit arising there from.

#### 48. COMPLIANCE WITH FEDERAL LOBBYING POLICIES **\*\***

Consultant has certified and disclosed in their Proposal submittal, for itself and for each subconsultant, at all tiers, performing work or services on the Agreement, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Authority, a Member

Agency, any other state of Federal agency, a member of Congress, officer or an employee of Congress, or an employee of a member of Congress in connection with obtaining any Federally-funded contract, grant or any other award, covered by 31 U.S.C. 1352. Consultant and subconsultants at every tier must have disclosed the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contact on its behalf with non-Federal funds with respect to Federally-funded contracts, grants or awards covered under the Lobbying Disclosure Act of 1995. Such disclosures are forwarded from tier to tier up to Consultant, and from Consultant to Authority.

Consultant shall file a certification and disclosure, as required by 49 CFR, when any of the following covered events occur:

- a) Consultant has increased, by \$25,000 or more, the amount paid or expected to be paid for influencing or attempting to influence any covered Federally-funded action;
- b) Consultant has changed the person(s) or individual(s) influencing or attempting to influence a covered Federally-funded action;
- c) A subcontract, at any tier, in an amount of \$100,000 or more is awarded by the Consultant for work or services included within the scope of this Agreement;
- d) An amendment to this Agreement, in an amount of \$100,000 or more, is approved by Authority.

# 49. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS ★

Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 49 USC §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the underlying contract or the FTA assisted project for which the Services are being performed. In addition to other Liquidated Damages that may be applicable, 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 Consultant to the extent the Federal government deems appropriate.

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 or in part with Federal assistance originally awarded by FTA under the authority of 49 USC §5307, the government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on Consultant, to the extent the Federal Government deems appropriate.

Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

#### 50. ENERGY CONSERVATION ★

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 USC §6321 et seq.).

#### 51. CLEAN WATER \*\*

Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§1251, et seq. 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.

#### 52. CLEAN AIR\*\*

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

#### 53. REQUIREMENTS FOR AMERICANS WITH DISABILITIES ACT

Consultant is also required to comply with all applicable requirements of the Americans with disabilities Act of 190 (ADA), 42 U.S.C. §§ 1210 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 5301(d), and the following regulations and any amendments thereto:

- a) U.S. department of Transportation regulations, "Transportation services for individuals with Disabilities (ADA), "49 CFR Part 37.
- a) 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.

- b) U.S. department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Federal Government services, "28 CFR Part 35.
- c) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, "28 CFR Part 36.
- d) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped, "41 CFR Subpart 101-19.
- e) U.S. Equal Employment Opportunity Commissions (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630.
- f) 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.
- g) FTA regulations, "Transportation for Elderly and handicapped Persons," 49 CFR Part 609.
- h) Any implementing requirements that the FTA may issue.

#### 54. CIVIL RIGHTS REQUIREMENTS ★

Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 U.S.C. § 5332, 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, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity

The following equal opportunity requirements apply.

a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and Federal transit laws at 49 USC §5332, 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 USC §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 this Agreement. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, 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 USC §§623 and Federal transit law at 49 USC §5332, Consultant agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, 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 USC §12112, 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, Consultant agrees to comply with any implementing requirements FTA may issue.

#### 55. LABOR COMPLIANCE AND PAYMENT OF PREVAILING WAGES

#### A. California Public Works

"Public Work" is defined in Labor Code section 1720 and is subject to the payment of prevailing wages. Consultant shall comply with the requirements of Labor Code section 1720 to 1861 and Title 8 of the California Code of Regulations (CCR), sections 16000 to 17270.

#### **B. Federal Requirements**

Consultant shall comply with the Davis Bacon Act, 40 U.S.C. §3141 et seq. Consultant shall comply with the Copeland "Anti-Kickback Act," 40 U.S.C. §3145 et seq. Consultant shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701 et seq.

#### C. Labor Compliance Program

In the event that this Agreement is assisted with State bond funds, it shall be subject to Authority's State-Approved Labor Compliance Program (LCP). Consultant shall comply with all requirements of Authority's LCP. Authority will notify Consultant relative to funding type with each CTO Request for Proposal.

#### D. Prevailing Wage Rates

Authority has obtained the general prevailing rate of per diem wage. These rates are on file with Authority and copies will be made available to any interested party on request.

#### E. Certified Payroll Records

Consultant shall maintain and furnish to Authority, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

#### F. Apprentices

Consultant and all subconsultants shall comply with all apprentice requirements established by the State of California and U.S. Department of Labor.

#### G. Worker's Compensation

Consultant and all subconsultants shall sign and file with Authority, a certification acknowledging the provisions of Labor Code 3700, prior to performing any work on the Agreement that is subject to the payment of prevailing wages.

#### H. Subconsultants

Consultant shall require and monitor all subconsultants' compliance.

#### I. Withholding of Contract Payments and/or Retainage

Compliance by Consultant and all subconsultants with the requirements of this Agreement shall be a condition to Consultant's right to payment.

#### J. Penalties

Failure to comply with this section may result in penalties established by the State of California or U.S. Department of Labor.

#### 56. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

In accordance with federal financial assistance agreements with the U.S. DOT, 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 as Exhibit 6 in their entirety by this reference. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. In the event of any conflicts or inconsistencies between the Regulations and Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

#### 57. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

In accordance with additional DBE Program regulations contained in 49 CFR § 26.39, Authority has implemented provisions to increase Small Business Enterprise (SBE) participation on its DOT-assisted contracts. Pursuant to these provisions, Authority has established an SBE contract goal of 12% for this DOT-assisted contract.

See Exhibit 6 for details.

#### 58. FLY AMERICA

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

#### 59. SEISMIC SAFETY

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

#### 60. SUBCONSULTANT'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY \*\*

Consultant shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subconsultant to complete the certification provided in the Form entitled "Certificate of Subconsultant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion".

Each subcontract, regardless of tier, shall contain a provision that the subconsultant shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subconsultants provide the required certification.

#### 61. PROMPT PAYMENT TO SUBCONSULTANTS ★★

Consultant agrees to make prompt payment to all subconsultants (both Disadvantaged and Non-Disadvantaged Business Enterprises) for satisfactory services performed on a CTO. For purposes of this Agreement "prompt payment" shall mean payment of all invoices substantiated to Consultant's requirements no later than ten (10) working days from Consultant's receipt of payment from Authority as required in compliance with 49 CFR Part 26.29. Should Consultant retain partial payment of subconsultant's invoice to insure performance on a CTO or for any other reason, Consultant agrees to make payment of such retainage within fifteen (15) working days of satisfactory completion of the CTO services or other obligation.

Consultant shall not retain subconsultant retainage pending Authority's payment of Consultant's retainage. Failure of Consultant to make prompt payment as defined in this clause or to delay payment without prior written consent of Authority shall constitute noncompliance with this Agreement, which may result in appropriate administrative sanctions which may include withholding of payment of Consultant's invoice by Authority until payment is made to the subconsultant or termination of the Agreement. Consultant shall include a prompt payment clause in all agreements between Consultant and subconsultants.

Any violation of this requirement will result in payment to the subconsultant a penalty of two percent (2%) of the amount due per month for every month that payment is not made. This requirement applies to retainage payments, which must be paid within 30 days of the completion of the subconsultants services.

#### 62. 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.

#### 63. SEVERABILITY 🖈

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or

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

#### 64. 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.

Consultant shall comply with all applicable federal, state and local laws and ordinances.

#### 65. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the Contract Task Orders, (2) the terms of this Agreement, (3) the Attachment A - Scope of Services, and (4) Consultant's Proposal dated April 3, 2014.

An amendment to this Agreement shall take its precedence from the term it amends. All other terms and conditions remain unchanged.

#### 66. ENTIRE CONTRACT

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

AECOM TECHNICAL SERVICES, INC.

55 PS/chrowi

Name: Title: SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Sam Joumblat Interim Chief Executive Officer

Tax I.D. No. 95 2009 266 1922

Vice President

**APPROVED AS TO FORM:** 

Don O. Del Rio General Counsel

## **EXHIBIT 1 – NEGOTIATED BILLING RATES**

CONSULTANT	POSITION	GRADE	OVERHE	AD (%)	ACTUAL LABOR RATE	FULLY BU LABOR CONTRAC	RATE T YEAR <mark>1</mark>	FULLY BU LABOR CONTRAC	R RATE CT YEAR <mark>2</mark>	FULLY BU LABOR CONTRAC	RATE TYEAR <mark>3</mark>	FULLY BU LABOR OPTION	RATE YEAR <mark>1</mark>	OPTION	R RATE I YEAR <mark>2</mark>
					4	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
			Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
AECOM	Administration Support I	Grade I	147.56%	117.16%	\$29.00	\$71.80	\$62.98	\$73.17	\$64.18	\$74.57	\$65.40	\$75.99	\$66.65	\$77.44	\$67.92
Technical	Administration Support II	Grade II	147.56%	117.16%	\$49.93	\$123.61	\$108.43	\$125.96	\$110.50	\$128.36	\$112.60	\$130.80	\$114.74	\$133.29	\$116.93
Services, Inc.	Architect	Grade IV	147.56%	117.16%	\$65.39	\$161.88	\$142.01	\$164.96	\$144.71	\$168.10	\$147.46	\$171.30	\$150.27	\$174.56	\$153.13
(AECOM)	Architect III	Grade III	147.56%	117.16%	\$59.69	\$147.77	\$129.63	\$150.58	\$132.10	\$153.45	\$134.61	\$156.37	\$137.17	\$159.35	\$139.78
	Associate Designer	Grade III	147.56%	117.16%	\$44.22	\$109.48	\$96.03	\$111.57	\$97.86	\$113.69	\$99.72	\$115.86	\$101.62	\$118.07	\$103.56
	CADD Designer I	Grade II	147.56%	117.16%	\$21.48	\$53.18	\$46.65	\$54.20	\$47.54	\$55.23	\$48.45	\$56.28	\$49.38	\$57.35	\$50.32
	CADD Designer II	Grade III	147.56%	117.16%	\$37.25	\$92.22	\$80.90	\$93.98	\$82.44	\$95.77	\$84.01	\$97.59	\$85.61	\$99.45	\$87.24
	CADD Manager	Grade III	147.56%	117.16%	\$53.00	\$131.21	\$115.10	\$133.71	\$117.29	\$136.26	\$119.52	\$138.85	\$121.80	\$141.49	\$124.12
	Designer	Grade III	147.56%	117.16%	\$58.20	\$144.08	\$126.39	\$146.82	\$128.80	\$149.61	\$131.25	\$152.46	\$133.75	\$155.36	\$136.30
	Director	Grade VI	147.56%	117.16%	\$100.11	\$247.84	\$217.40	\$252.55	\$221.54	\$257.35	\$225.75	\$262.24	\$230.04	\$267.23	\$234.42
	Engineer I	Grade I	147.56%	117.16%	\$56.33	\$139.46	\$122.33	\$142.11	\$124.66	\$144.82	\$127.03	\$147.58	\$129.45	\$150.39	\$131.91
	Engineer II	Grade II	147.56%	117.16%	\$53.46	\$132.35	\$116.10	\$134.87	\$118.31	\$137.44	\$120.56	\$140.06	\$122.86	\$142.73	\$125.20
	Engineer III	Grade III	147.56%	117.16%	\$60.93	\$150.84	\$132.32	\$153.71	\$134.84	\$156.64	\$137.41	\$159.62	\$140.03	\$162.66	\$142.70
	Engineer IV	Grade VI	147.56%	117.16%	\$85.31	\$211.20	\$185.26	\$215.22	\$188.78	\$219.31	\$192.37	\$223.48	\$196.03	\$227.73	\$199.76
	Field manager	Grade V	147.56%	117.16%	\$83.21	\$206.00	\$180.70	\$209.92	\$184.14	\$213.91	\$187.64	\$217.98	\$191.21	\$222.13	\$194.85
	Field Supervisor	Grade VI	147.56%	117.16%	\$101.89	\$252.24	\$221.27	\$257.04	\$225.48	\$261.93	\$229.77	\$266.91	\$234.14	\$271.99	\$238.59
	Intern	Grade I	147.56%	117.16%	\$18.03	\$44.64	\$39.16	\$45.49	\$39.91	\$46.36	\$40.67	\$47.25	\$41.45	\$48.15	\$42.24
	Planner II	Grade II	147.56%	117.16%	\$47.15	\$116.73	\$102.40	\$118.95	\$104.35	\$121.22	\$106.34	\$123.53	\$108.37	\$125.88	\$110.43
	Planner III	Grade III	147.56%	117.16%	\$52.82	\$130.77	\$114.71	\$133.26	\$116.89	\$135.80	\$119.12	\$138.39	\$121.39	\$141.02	\$123.70
	Planner IV	Grade IV	147.56%	117.16%	\$79.52	\$196.86	\$172.69	\$200.61	\$175.98	\$204.43	\$179.33	\$208.32	\$182.74	\$212.28	\$186.22
	Project Controls	Grade IV	147.56%	117.16%	\$75.00	\$185.67	\$162.87	\$189.20	\$165.97	\$192.80	\$169.13	\$196.47	\$172.35	\$200.21	\$175.63
	Project Engineer	Grade IV	147.56%	117.16%	\$78.68	\$194.79	\$170.87	\$198.50	\$174.12	\$202.28	\$177.43	\$206.13	\$180.81	\$210.05	\$184.25
	Project Engineer II	Grade III	147.56%	117.16%	\$72.40	\$179.24	\$157.23	\$182.65	\$160.22	\$186.13	\$163.27	\$189.67	\$166.38	\$193.28	\$169.55
	Project Manager - Senior (VI)	Grade VI	147.56%	117.16%	\$93.91	\$232.49	\$203.94	\$236.91	\$207.82	\$241.42	\$211.77	\$246.01	\$215.80	\$250.69	\$219.91
	Project Manager - Senior (VII)	Grade VII	147.56%	117.16%	\$123.66	\$306.14	\$268.55	\$311.96	\$273.66	\$317.89	\$278.86	\$323.93	\$284.16	\$330.09	\$289.56
	Project Manager I	Grade III	147.56%	117.16%	\$80.48	\$199.24	\$174.78	\$203.03	\$178.11	\$206.89	\$181.50	\$210.83	\$184.95	\$214.84	\$188.47
	Project Manager II	Grade IV	147.56%	117.16%	\$85.00	\$210.43	\$184.59	\$214.43	\$188.10	\$218.51	\$191.68	\$222.67	\$195.33	\$226.91	\$199.05
	Project Manager III	Grade VI	147.56%	117.16%	\$100.96	\$249.94	\$219.25	\$254.69	\$223.42	\$259.53	\$227.67	\$264.47	\$232.00	\$269.50	\$236.41
	Project Principal	Grade VIII	147.56%	117.16%	\$128.68	\$318.57	\$279.45	\$324.63	\$284.76	\$330.80	\$290.18	\$337.09	\$295.70	\$343.50	\$301.32
	Scheduler	Grade III	147.56%	117.16%	\$69.33	\$171.64	\$150.56	\$174.91	\$153.43	\$178.24	\$156.35	\$181.63	\$159.33	\$185.09	\$162.36
	Technical Leader (new category)	Grade VI	147.56%	117.16%	\$98.00	\$242.61	\$212.82	\$247.22	\$216.87	\$251.92	\$221.00	\$256.71	\$225.20	\$261.59	\$229.48
	Technician I	Grade I	147.56%	117.16%	\$17.47	\$43.25	\$37.94	\$44.08	\$38.67	\$44.92	\$39.41	\$45.78	\$40.16	\$46.65	\$40.93
	Technician II	Grade II	147.56%	117.16%	\$35.00	\$86.65	\$76.01	\$88.30	\$77.46	\$89.98	\$78.94	\$91.69	\$80.44	\$93.44	\$81.97
	Technician III	Grade III	147.56%	117.16%	\$50.29	\$124.50	\$109.21	\$126.87	\$111.29	\$129.29	\$113.41	\$131.75	\$115.57	\$134.26	\$117.77
	Technician IV	Grade V	147.56%	117.16%	\$81.99	\$202.98	\$178.05	\$206.84	\$181.44	\$210.77	\$184.89	\$214.78	\$188.41	\$218.87	\$191.99
Coast	Survey Apprentice	Grade I	177.23%	177.23%	\$31.94	\$88.55	\$88.55	\$90.24	\$90.24	\$91.96	\$91.96	\$93.71	\$93.71	\$95.50	\$95.50
Surveying	Survey Chainman	Grade I	177.23%	177.23%	\$40.51	\$112.31	\$112.31	\$114.45	\$114.45	\$116.63	\$116.63	\$118.85	\$118.85	\$121.11	\$121.11
	Survey Manager	Grade VI	177.23%	177.23%	\$66.00	\$182.98	\$182.98	\$186.46	\$186.46	\$190.01	\$190.01	\$193.63	\$193.63	\$197.31	\$197.31
	Survey Mapping Technician	Grade IV	177.23%	177.23%	\$40.20	\$111.45	\$111.45	\$113.57	\$113.57	\$115.73	\$115.73	\$117.93	\$117.93	\$120.18	\$120.18
	Survey Party Chief I	Grade II	177.23%	177.23%	\$43.01	\$119.24	\$119.24	\$121.51	\$121.51	\$123.82	\$123.82	\$126.18	\$126.18	\$128.58	\$128.58
	Survey Party Chief II	Grade II	177.23%	177.23%	\$45.06	\$124.92	\$124.92	\$127.30	\$127.30	\$129.72	\$129.72	\$132.19	\$132.19	\$134.71	\$134.71
	Survey Party Chief III	Grade III	177.23%	177.23%	\$45.76	\$126.87	\$126.87	\$129.29	\$129.29	\$131.75	\$131.75	\$134.26	\$134.26	\$136.82	\$136.82
	Surveyor	Grade V	177.23%	177.23%	\$50.76	\$140.73	\$140.73	\$143.41	\$143.41	\$146.14	\$146.14	\$148.92	\$148.92	\$151.75	\$151.75

CONSULTANT	POSITION	GRADE	OVERHE	AD (%)	ACTUAL LABOR RATE	FULLY BU LABOR CONTRAC	RATE	FULLY BU LABOR CONTRAC	RATE	FULLY BL LABOF CONTRAC	RATE	FULLY BU LABOR OPTION	RATE	FULLY BU LABOR OPTION	RATE
						HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
			Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Corrosion	Administration Support II	Grade II	0.00%	0.00%	\$65.00	\$65.00	n/a	\$66.24	n/a	\$67.50	n/a	\$68.79	n/a	\$70.10	n/a
Probe, Inc.	CAD Technician II	Grade II	0.00%	0.00%	\$100.00	\$100.00	n/a	\$101.90	n/a	\$103.84	n/a	\$105.82	n/a	\$107.84	n/a
	Project Engineer	Grade IV	0.00%	0.00%	\$165.00	\$165.00	\$165.00	\$168.14	\$168.14	\$171.34	\$171.34	\$174.60	\$174.60	\$177.92	\$177.92
	Project Manager	Grade V	0.00%	0.00%	\$175.00	\$175.00	\$175.00	\$178.33	\$178.33	\$181.72	\$181.72	\$185.18	\$185.18	\$188.70	\$188.70
	Project Manager - Senior	Grade VI	0.00%	0.00%	\$175.00	\$175.00	\$175.00	\$178.33	\$178.33	\$181.72	\$181.72	\$185.18	\$185.18	\$188.70	\$188.70
	Project Principal	Grade VIII	0.00%	0.00%	\$185.00	\$185.00	\$185.00	\$188.52	\$188.52	\$192.11	\$192.11	\$195.77	\$195.77	\$199.49	\$199.49
David Evans	Administrative Support	Grade III	169.51%	169.51%	\$29.00	\$78.16		\$79.65		\$81.17		\$82.72		\$84.30	
and Associates		Grade IV	169.51%	169.51%	\$30.30	\$81.67		\$83.23		\$84.82		\$86.44		\$88.09	
	Engineering Technician	Grade III	169.51%	169.51%	\$43.60	\$117.51		\$119.75		\$122.03		\$124.35		\$126.72	
	Field Survey Techinician*	Grade III	169.51%	169.51%	\$40.51	\$109.18	\$109.18	\$111.26	\$111.26	\$113.38	\$113.38	\$115.54	\$115.54	\$117.74	\$117.74
	Survey Chainman*	Grade III	169.51%	169.51%	\$39.93	\$107.62	\$107.62	\$109.67	\$109.67	\$111.76	\$111.76	\$113.89	\$113.89	\$116.06	\$116.06
	Survey Manager	Grade VIII	169.51%	169.51%	\$62.00	\$167.10		\$170.28		\$173.52		\$176.82		\$180.18	
	Survey Mapping Technician	Grade III	169.51%	169.51%	\$23.00	\$61.99		\$63.17		\$64.38		\$65.61		\$66.86	
	Survey Mapping Technician	Grade III	169.51%	169.51%	\$23.50	\$63.34		\$64.55		\$65.78		\$67.03		\$68.31	
	Survey Mapping Technician	Grade III	169.51%	169.51%	\$26.00	\$70.08		\$71.42		\$72.78		\$74.17		\$75.58	
	Survey Mapping Technician	Grade III	169.51%	169.51%	\$27.00	\$72.77		\$74.16		\$75.57		\$77.01		\$78.48	
	Survey Mapping Technician	Grade III	169.51%	169.51%	\$29.00	\$78.16		\$79.65		\$81.17		\$82.72		\$84.30	
	Survey Mapping Technician	Grade III	169.51%	169.51%	\$30.00	\$80.86		\$82.40		\$83.97		\$85.57		\$87.20	
	Survey Mapping Technician	Grade III	169.51%	169.51%	\$30.50	\$82.21		\$83.78		\$85.38		\$87.01		\$88.67	
	Survey Party Chief I *	Grade I	169.51%	169.51%	\$43.01	\$115.92	\$115.92	\$118.13	\$118.13	\$120.38	\$120.38	\$122.67	\$122.67	\$125.01	\$125.01
	Survey Party Chief II*	Grade II	169.51%	169.51%	\$43.01	\$115.92	\$115.92	\$118.13	\$118.13	\$120.38	\$120.38	\$122.67	\$122.67	\$125.01	\$125.01
	Survey Party Chief III*	Grade III	169.51%	169.51%	\$45.06	\$121.45	\$121.45	\$123.76	\$123.76	\$126.12	\$126.12	\$128.52	\$128.52	\$130.97	\$130.97
	Survey Party Chief IV*	Grade IV	169.51%	169.51%	\$45.76	\$123.33	\$123.33	\$125.68	\$125.68	\$128.07	\$128.07	\$130.51	\$130.51	\$132.99	\$132.99
	Surveyor	Grade IV	169.51%	169.51%	\$36.50	\$98.38		\$100.25		\$102.16		\$104.11		\$106.09	
	Surveyor	Grade IV	169.51%	169.51%	\$42.00	\$113.20		\$115.36		\$117.56		\$119.80		\$122.08	
	Surveyor	Grade IV	169.51%	169.51%	\$44.50	\$119.94		\$122.22		\$124.55		\$126.92		\$129.34	
	Task Manager	Grade V	169.51%	169.51%	\$49.50	\$133.41		\$135.95		\$138.54		\$141.18		\$143.87	
	Task Manager	Grade V	169.51%	169.51%	\$53.00	\$142.85		\$145.57		\$148.34		\$151.16		\$154.04	
	Task Manager	Grade V	169.51%	169.51%	\$60.00	\$161.71		\$164.79		\$167.93		\$171.13		\$174.39	
<b>D</b> ' <b>V</b>	Task Manager	Grade V	169.51%	169.51%	\$61.00	\$164.41		\$167.54		\$170.73		\$173.98		\$177.29	
Diaz Yourman	Administration Support II	Grade V	220.00%	NA	\$33.00	\$105.60	NA	\$107.61	NA	\$109.66	NA	\$111.75	NA	\$113.88	NA
	Associate Geotechnical Engineer	Grade VI	220.00%	NA	\$49.59	\$158.69	NA	\$161.71	NA	\$164.79	NA	\$167.93	NA NA	\$171.13	NA NA
	CAD Technician II	Grade II	220.00% 220.00%	NA NA	\$21.63 \$25.48	\$69.22 \$81.54	NA NA	\$70.54 \$83.09	NA NA	\$71.89 \$84.67	NA NA	\$73.26 \$86.28	NA	\$74.66 \$87.92	NA NA
	Engineer II	Grade II						\$83.09							NA
	Engineer IV Geotechnical Project Manager	Grade IV	220.00% 220.00%	NA NA	\$30.07 \$53.20	\$96.23 \$170.24	NA	\$98.06 \$173.48	NA NA	\$99.93 \$176.78	NA	\$101.83	NA	\$103.77 \$183.57	NA NA
		Grade VI	220.00%	NA	\$53.20	\$170.24	NA NA	\$173.48	NA NA	\$176.78	NA NA	\$180.14 \$189.87	NA NA	\$183.57	NA NA
	Geotechnical Engineer Principal Engineer	Grade VI Grade VII	220.00%	NA	\$56.07 \$65.98	\$179.43	NA NA	\$182.84	NA NA	\$186.32	NA NA	\$189.87	NA	\$193.48	NA NA
	Principal Engineer Project Engineer II	Grade VII Grade V	220.00%	NA	\$65.98	\$211.14	NA NA	\$215.16	NA NA	\$219.25	NA NA	\$223.42	NA	\$227.67 \$141.04	NA
			220.00%				NA	\$133.28	NA NA	\$135.82			NA		NA NA
Lenax	Technician IV Estimator I	Grade IV Grade II	111.83%	NA 102.11%	\$26.40 \$21.63	\$84.48 \$45.82	\$43.72	\$86.09	\$44.56	\$87.73	NA \$45.41	\$89.40 \$48.50	\$46.28	\$91.10 \$49.43	\$47.16
Lenax															
	Estimator I	Grade III	111.83%	102.11%	\$42.50	\$90.03	\$85.90	\$91.75	\$87.54	\$93.50	\$89.21	\$95.28	\$90.91	\$97.10	\$92.64
	Estimator II	Grade IV	111.83%	102.11%	\$51.51	\$109.12	\$104.11	\$111.20	\$106.09	\$113.32	\$108.11	\$115.48	\$110.17	\$117.68	\$112.27

CONSULTANT	POSITION	GRADE	OVERHE	AD (%)	ACTUAL LABOR RATE	FULLY BU LABOR CONTRAC	RATE	FULLY BU LABOF CONTRAC	RATE	FULLY BU LABOR CONTRAC	RATE	FULLY BUI LABOR OPTION	RATE	FULLY BU LABOR OPTION	RATE
						HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
			Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Estimator II	Grade V	111.83%	102.11%	\$56.10	\$118.84	\$113.39	\$121.10	\$115.55	\$123.41	\$117.75	\$125.76	\$119.99	\$128.15	\$122.27
	Estimator II	Grade V	111.83%	102.11%	\$55.29	\$117.13	\$111.75	\$119.36	\$113.88	\$121.63	\$116.05	\$123.95	\$118.26	\$126.31	\$120.51
	Estimator II	Grade VI	111.83%	102.11%	\$58.64	\$124.22	\$118.52	\$126.59	\$120.78	\$129.00	\$123.08	\$131.46	\$125.42	\$133.96	\$127.81
	Estimator III	Grade VII	111.83%	102.11%	\$79.99	\$169.45	\$161.67	\$172.67	\$164.75	\$175.96	\$167.89	\$179.31	\$171.08	\$182.72	\$174.34
	Estimator III	Grade VII	111.83%	102.11%	\$84.64	\$179.30	\$171.07	\$182.71	\$174.33	\$186.19	\$177.65	\$189.73	\$181.03	\$193.34	\$184.47
	Estimator III	Grade VIII	111.83%	102.11%	\$93.52	\$198.11	\$189.02	\$201.88	\$192.62	\$205.72	\$196.28	\$209.63	\$200.01	\$213.62	\$203.82
LIN Consulting	Administration Support I	Grade I	150.00%	150.00%	\$20.00	\$50.00	\$50.00	\$50.95	\$50.95	\$51.92	\$51.92	\$52.91	\$52.91	\$53.92	\$53.92
	Engineering Intern	Grade I	150.00%	150.00%	\$14.67	\$36.68	\$36.68	\$37.38	\$37.38	\$38.10	\$38.10	\$38.83	\$38.83	\$39.57	\$39.57
	Project Engineer	Grade IV	150.00%	150.00%	\$31.67	\$79.18	\$79.18	\$80.69	\$80.69	\$82.23	\$82.23	\$83.80	\$83.80	\$85.40	\$85.40
	Project Engineer - Civil	Grade IV	150.00%	150.00%	\$24.50	\$61.25	\$61.25	\$62.42	\$62.42	\$63.61	\$63.61	\$64.82	\$64.82	\$66.06	\$66.06
	Project Manager	Grade VI	150.00%	150.00%	\$50.00	\$125.00	\$125.00	\$127.38	\$127.38	\$129.81	\$129.81	\$132.28	\$132.28	\$134.80	\$134.80
	Project Manager - Senior	Grade VI	150.00%	150.00%	\$55.50	\$138.75	\$138.75	\$141.39	\$141.39	\$144.08	\$144.08	\$146.82	\$146.82	\$149.61	\$149.61
	Project Principal	Grade VIII	150.00%	150.00%	\$61.00	\$152.50	\$152.50	\$155.40	\$155.40	\$158.36	\$158.36	\$161.37	\$161.37	\$164.44	\$164.44
	Sr. Engineer - Electrical	Grade V	150.00%	150.00%	\$50.00	\$125.00	\$125.00	\$127.38	\$127.38	\$129.81	\$129.81	\$132.28	\$132.28	\$134.80	\$134.80
	Sr. Engineer - Transportation	Grade V	150.00%	150.00%	\$42.00	\$105.00	\$105.00	\$107.00	\$107.00	\$109.04	\$109.04	\$111.12	\$111.12	\$113.24	\$113.24
Pacific Railway	Communications Engineer - Senior	Grade III	96.86%	96.86%	\$71.00	\$139.78	\$139.78	\$142.44	\$142.44	\$145.15	\$145.15	\$147.91	\$147.91	\$150.73	\$150.73
Enterprises,	Design Engineer - Civil	Grade IV	96.86%	96.86%	\$72.00	\$141.74	\$141.74	\$144.44	\$144.44	\$147.19	\$147.19	\$149.99	\$149.99	\$152.84	\$152.84
Inc. (PRE)	Signal Designer I	Grade I	96.86%	96.86%	\$20.00	\$39.38	\$39.38	\$40.13	\$40.13	\$40.90	\$40.90	\$41.68	\$41.68	\$42.48	\$42.48
	Signal Designer II	Grade II	96.86%	96.86%	\$26.00	\$51.19	\$51.19	\$52.17	\$52.17	\$53.17	\$53.17	\$54.19	\$54.19	\$55.22	\$55.22
	Signal Designer III	Grade III	96.86%	96.86%	\$33.50	\$65.95	\$65.95	\$67.21	\$67.21	\$68.49	\$68.49	\$69.80	\$69.80	\$71.13	\$71.13
	Signal Engineer - Senior	Grade VII	96.86%	96.86%	\$83.00	\$163.40	\$163.40	\$166.51	\$166.51	\$169.68	\$169.68	\$172.91	\$172.91	\$176.20	\$176.20
	Signal Engineer - Senior I	Grade IV	96.86%	96.86%	\$57.00	\$112.22	\$112.22	\$114.36	\$114.36	\$116.54	\$116.54	\$118.76	\$118.76	\$121.02	\$121.02
	Signal Engineer - Senior II	Grade V	96.86%	96.86%	\$67.00	\$131.90	\$131.90	\$134.41	\$134.41	\$136.97	\$136.97	\$139.58	\$139.58	\$142.24	\$142.24
	Signal Engineer - Senior III	Grade VI	96.86%	96.86%	\$72.00	\$141.74	\$141.74	\$144.44	\$144.44	\$147.19	\$147.19	\$149.99	\$149.99	\$152.84	\$152.84
	Signal Engineer I	Grade II	96.86%	96.86%	\$42.00	\$82.69	\$82.69	\$84.27	\$84.27	\$85.88	\$85.88	\$87.52	\$87.52	\$89.19	\$89.19
	Signal Engineer II	Grade III	96.86%	96.86%	\$46.00	\$90.56	\$90.56	\$92.29	\$92.29	\$94.05	\$94.05	\$95.84	\$95.84	\$97.67	\$97.67
	Signal Engineer III	Grade IV	96.86%	96.86%	\$50.00	\$98.43	\$98.43	\$100.31	\$100.31	\$102.22	\$102.22	\$104.17	\$104.17	\$106.15	\$106.15
	Signal Systems Engineer	Grade VII	96.86%	96.86%	\$104.00	\$204.74	\$204.74	\$208.64	\$208.64	\$212.61	\$212.61	\$216.65	\$216.65	\$220.77	\$220.77
Safe Probe	Project Manager	Grade V		140.00%	\$50.00		\$120.00		\$122.28		\$124.61		\$126.98		\$129.40
	Technician I	Grade I		140.00%	\$48.98		\$117.56		\$119.80		\$122.08		\$124.40		\$126.77
	Technician II	Grade II		140.00%	\$50.73		\$121.76		\$124.08		\$126.44		\$128.85		\$131.30
Saf-r-Dig	Apprentice #4		169.00%		\$16.00	\$43.04		\$43.86		\$44.70		\$45.55		\$46.42	
	Apprentice #4 @ Site			169.00%	\$33.60		\$90.39		\$92.11		\$93.87		\$95.66		\$97.48
	Apprentice #6		169.00%		\$16.00	\$43.04		\$43.86		\$44.70		\$45.55		\$46.42	
	Apprentice #6 @ Site			169.00%	\$38.62		\$103.89		\$105.87		\$107.89		\$109.94		\$112.03
	Journeyperson @ Site			169.00%	\$50.03		\$134.59		\$137.15		\$139.76		\$142.42		\$145.13
	Office Mgr		169.00%		\$16.00	\$43.04		\$43.86		\$44.70		\$45.55		\$46.42	
	Project Manager			169.00%	\$50.03		\$134.59		\$137.15		\$139.76		\$142.42		\$145.13
	Project Manager		169.00%		\$28.00	\$75.32		\$76.76		\$78.22		\$79.71		\$81.23	
	Project Manager		169.00%		\$17.00	\$45.73		\$46.60		\$47.49		\$48.40		\$49.32	
Xorail	AVP Midwest Ops	Grade VIII	133.31%		\$67.31	\$157.04		\$160.02		\$163.07		\$166.16		\$169.32	
	AVP of Engineering	Grade VII	133.31%		\$91.83	\$214.25		\$218.32		\$222.47		\$226.69		\$231.00	
	CADD Manager	Grade VII	133.31%		\$38.80	\$90.52		\$92.24		\$94.00		\$95.78		\$97.60	

CONSULTANT	POSITION	GRADE	GRADE OVERHEAD (%)		ACTUAL LABOR RATE	FULLY BU LABOR CONTRAC	RATE	FULLY BU LABOR CONTRAC	RATE	FULLY BL LABOF CONTRAC	RATE	FULLY BUI LABOR OPTION	RATE	FULLY BU LABOR OPTION	RATE
						HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
			Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	CADD Operator	Grade VI	133.31%		\$42.00	\$97.99		\$99.85		\$101.75		\$103.68		\$105.65	
	CADD Technician II	Grade VI	133.31%		\$22.05	\$51.44		\$52.42		\$53.42		\$54.43		\$55.47	
	Construction Manager	Grade V	133.31%		\$48.08	\$112.18		\$114.31		\$116.48		\$118.69		\$120.95	
	Lead Construction Inspector	Grade IV	133.31%		\$48.39	\$112.90		\$115.04		\$117.23		\$119.46		\$121.73	
	Lead Field Engineer	Grade IV	133.31%		\$50.11	\$116.91		\$119.13		\$121.40		\$123.70		\$126.05	
	Manager of Engineering	Grade VIII	133.31%		\$64.41	\$150.27		\$153.13		\$156.04		\$159.00		\$162.03	
	Project Manager	Grade VI	133.31%		\$62.42	\$145.63		\$148.40		\$151.22		\$154.09		\$157.02	
	Project Manager III	Grade IV	133.31%		\$56.59	\$132.03		\$134.54		\$137.09		\$139.70		\$142.35	
	Senior Signal Designer	Grade IV	133.31%		\$50.48	\$117.77		\$120.01		\$122.29		\$124.62		\$126.98	
	Senior Signal Engineer	Grade VII	133.31%		\$46.72	\$109.00		\$111.07		\$113.18		\$115.33		\$117.53	
	Signal Designer II	Grade VI	133.31%		\$34.47	\$80.42		\$81.95		\$83.51		\$85.09		\$86.71	
	Signal Engineer	Grade V	133.31%		\$53.37	\$124.52		\$126.88		\$129.29		\$131.75		\$134.25	
	Signal Engineer I	Grade IV	133.31%		\$46.65	\$108.84		\$110.91		\$113.01		\$115.16		\$117.35	
	Signal Engineer II	Grade V	133.31%		\$36.30	\$84.69		\$86.30		\$87.94		\$89.61		\$91.31	
	Signal Inspector	Grade IV	133.31%		\$33.88	\$79.05		\$80.55		\$82.08		\$83.64		\$85.23	
	Sr. Comm Engineer	Grade VII	133.31%		\$70.00	\$163.32		\$166.42		\$169.58		\$172.80		\$176.09	
	Sr. Signal Engineer	Grade IV	133.31%		\$58.98	\$137.61		\$140.22		\$142.88		\$145.60		\$148.37	
	Sr. Systems Engineer	Grade IV	133.31%		\$55.92	\$130.47		\$132.95		\$135.47		\$138.05		\$140.67	
	Systems Engineer	Grade IV	133.31%		\$56.25	\$131.24		\$133.73		\$136.27		\$138.86		\$141.50	

## **EXHIBIT 2 – CONTRACT TASK ORDER (CTO) FORMS**

- 1) CTO REQUEST FOR PROPOSAL (CTO)
- 2) CTO REQUEST FOR PROPOSAL (CTO REVISION)
- 3) CTO CONTRACT PRICING PROPOSAL (FORM 60)
- 4) INSTRUCTIONS FOR FORM 60
- 5) CONTRACT TASK ORDER (CTO) COST SUMMARY
- 6) CTO REQUEST FOR PROPOSAL TIME EXTENSION
- 7) CONSULTANT CONFLICT OF INTEREST CERTIFICATION



## **CTO REQUEST FOR PROPOSAL**

[To Be Completed by SCRRA]

				1					
Contract No. E000-00				Task					
Contract Name:				Task	Name:				
Consultant:				CTO	Proposal Due Da	te:			
Conquitor	t shell				-				
Consultan	t snaii	prepare a	proposai	based o	n the following i	information.			
Scope of Work:									
Drawings attached	d #			$\square A$	Additional Scope	of Services attached.			
	<b>*</b> ···								
					. Or contation	<b>D</b> (			
Design Start Date:		Dura	ation	D	esign Completior	n Date:			
					CTO Compl	etion Date:			
Milestones:			I			I			
FUNDING SOURC	:E	Т	HRU	FUN	ns.				
	-								
	P		ETRO		Trans Adm. Grant	#			
State	P		CTA		Transfer Agt. #				
	I		CTC	Othe					
	P		NBAG	Othe	<u> </u>				
Other	I		тс						
	ł		her						
Project No.	Та	isk No.	Expens	e Type	Cost Center	Expenses Authorized			
			· · · / · ·						
	<u> </u>								
Prepared by:									
	Contro	ect Manage		Date					
JUKRA	Contra	ICt Manage		Date					
SCRRA	Droara	m/Project	Manager		Date				
JURINA	Piogra	III/Pi0jeci		Date					



## CTO REQUESTFOR PROPOSAL REVISION

[To Be Completed by SCRRA]

				T	ask No	).		Revision	No.
Contract No.	E000-00				ask Na				
Contract Nam	ie:						al Dua Data:		
						opos	al Due Date:		
Consultant:	noultont	ahall pro				4 00	the following	formation	
Scope of Wor		shali pre	pare a	proposa	II Dase		the following	Information	
	κ.								
Drawings	attached	#		[		dditio	nal Scope of Se	ervices attach	ned.
Design Start Date: Duration							Design Complet	tion Date:	
							CTO Comp	letion Date:	
Milestones:								I	
FUNDI		 E		THRU		FUN	DS		
Federal				METRO			Trans. Adm. Grant	#	
State	I			OCTA		Fund	d Transfer Agt. #	<i></i>	
Local Local	atabla			RCTC	_	Othe			
Other	Clapie			SANBAG VCTC	כ	Othe	er		
				Other					
Project I	No.	Task I	No.	Exper	nse Typ	e	Cost Center	Expenses	Authorized
Prepared by:									
SCRRA Contract Manager							Date		
		 Program/[	Project		— — Date				
	SCRRA F	Toylamir	TUJECI		Date				



#### **CTO PRICING PROPOSAL**

M. " H & 3		"FORM 60"					
Contract No.: CTO No. Consultant:		Consultant In	itials	Page 1 of 2			
Services to be furnished:		Location whe	re work is to be p	performed:			
DETAILED	DESCRIPTION	OF COST ELE	MENTS				
1. LABOR	ESTIMATED	FULLY	ESTIMATED	TOTAL			
(specify function/title)	HOURS	BURDENED	COST	ESTIMATED			
		LABOR RATE		COST			
		PER HOUR					
			\$-				
			\$ -				
			\$ -				
			\$ -				
			\$-				
			\$-				
			\$-				
			\$-				
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			\$-				
			\$-				
			\$-				
			\$-				
			\$-				
			\$-				
			\$-				
TOTAL LABOR							
2. SUBCONSULTANTS (attach	"Form 60" for a	all proposed su	bconsultants)				
	NSULTANTS:						
3. OTHER DIRECT COSTS (item	nize on Page 2 o	of Form 60)					
4. FEE (justification must be inclu	ided in CTO pro	posal)					
TOTAL NOT-TO	FIXED PRICE:						

	act No.: CTO No.:		IG PROPOSAL	Page 2 of 2
Consu			RM 60"	
ITEM NO.	SUPPORTING ITEM DESCRIP			ESTIMATED COST
NO.				0031
3.	Other Direct Costs			
	Travel, mileage, subsistence within Metrolink service area; reproduct phone, mobile phone and facsimile; small portable equipment, exper	ion; mailing and delivery dable office supplies, co	charges; telephone, cell onsumables	Disallowed
		No. of Hours	\$ / Hour	
<u> </u>				
		TOTAL OTHER	DIRECT COSTS:	
Consu	ultant Name:	Date Prepared	:	
Projec	ct Manager Name:	Date:		
Signat	ture:			

#### **INSTRUCTIONS FOR FORM 60**

## INSTRUCTIONS FOR COMPLETING FORM 60 CONTRACT TASK ORDER PROPOSALS

Consultant is to provide a Contract Task Order (CTO) Proposal for work as requested by the Authority's Program or Project Manager in accordance with the instructions annotated below. The provided Form 60 can be expanded by the Proposer to reflect all cost elements. There is no restriction on the length of a Form 60 nor the supporting detail attached. At a minimum, Consultants are to complete the Form 60s with such sufficient detail attached to demonstrate reasonableness of the cost proposed to support the offered Firm Fixed Price, inclusive of Profit/Fee or not-to-exceed CTO amount as may be the case.

<u>Line 1 – Labor</u>: The Form 60 requires that all Fully Burdened Direct Labor Rate (FBLR) be identified by Labor Category as listed in Exhibit A-1. Complete the Proposed Labor Hours required for each Labor Category, the Labor Rate per Hour for each Labor Category and proposed cost for each Labor Category. All FBLR pricing will be summed on the Total Labor line of the Form 60.

<u>Line 2 – Subconsultants/Suppliers:</u> Provide Form 60s and supporting detail for services to be performed under the CTOs. All Subconsultant/Suppliers' proposed costs will be summed on the "Total Subconsultant/Suppliers" line of the Form 60.

<u>Line 3 – Other Direct Costs:</u> Must be itemized on the Supporting Schedule (page two) of the Form 60 with detail provided sufficient to establish reasonableness of the Other Direct Costs proposed. Other Direct Costs will be summed on the Form 60 line entitled "Other Direct Costs."

<u>Line 4 – Fee: Will</u> be proposed as a dollar amount on line 7 of the Form 60. The Proposer will calculate fee and disclose fee based on the Form 60 line entitled "Form 60." A fee justification must accompany each Form 60. Please see Exhibit 1, Required Fee Justification: Content and Form. Proposer will provide the TOTAL OFFERED PRICE AND FEE as provided on the final line of Form 60.



# CONTRACT TASK ORDER (CTO) COST SUMMARY

Cont	ract No.:			Task No.:							
Cont	ract Name:			Task Na	me:						
Cons	sultant:			CTO Pro	posal Date:		Req. No.:				
		СТ	O SCOPE OF	SERVICE	ES - Attache	ed					
Serv	ices to be Furnishe	ed:		Location							
Desi	gn Start Date:		Duration:	Design (	ompletion [	Jato.	0-Jan-0	<u>ר</u>			
Desi	gii Start Date.		Duration.		esign Completion Date: 0-Jan-0 TO Completion Date:						
			SUMMARY				<u> </u>				
		Cost (	Components			Tot	tal Authorizatio	n			
1	Fully Burdened D		-			100		\$0.00			
	DBE Portion (if ap							\$0.00			
2	Subconsultants		any Name	DBE	SBE			\$0.00			
-	(attach detailed							\$0.00			
	estimates in							\$0.00			
	same format)							\$0.00			
	Same format)							\$0.00			
3	Other Direct Cost							-			
4	Total Fixed Fee	5						\$0.00 \$0.00			
5	Total Not-to-Exc	eed Cost or	Fixed Price					\$0.00			
			TING DOCUM	ENTATIO			FD	ψ0.00			
		G SOURCE		THRU							
	ederal	□ State			RO						
	ocal	Recolle	ctable								
	Other			Othe	r						
			DIST	RIBUTIO	N						
	PROJECT	TASK	TYPE	COST	CENTER		COST (\$)				
	HORITY APPROV				Limited /	uthorizati	on:				
		ALU.	Data:			athonzati	011.				
Droic	ect Manager		Date:								
FIUJE	ct Manayer				— Natar	nlianhla					
			Date:		🗖 Not ap						
Asst.	Director, Standard	is and Desig	jn		CONSULT	ANT/CON	FRACTOR				
			Date:								
Asst.	Director, Program	Manageme	nt Office		Signature			-			
			Date:								
Asst	Director, Contract	s and Procu			Title			_			
			Date:					_			
-	tor, Engineering &				Date						
CC	: All above persons signi File Original	ng this Form	Consultant/Contra	actor			SCRRA FOR	lanuary-14 M DPM-01			



#### CONTRACT TASK ORDER (CTO) REVISION COST SUMMARY

	Contract No.: Contract Name: Consultant:				k No.: k Name:		Revision No					
Cons	sultant:				) Proposa			Req. No.:				
			CTO SCOP			CES - Attacl	ned					
Serv	ices to be Furnishe	d:		Loca	ation:							
Desi	gn Start Date:		Duration:			Design Cor	mpletion Date	:	0-Jan-00			
			-	CTO Completion Date:								
			REVISED S	SUMMARY COST ESTIMATE								
		Cost	Component	ts			Previous Authorization	Current Authorization	Revised Total Authorization			
1	Fully Burdened D	•	Total Prime)				\$0.00	\$0.00	\$0.00			
	DBE Portion (if ap		)					I				
2	Subconsultants	Com	pany Name		DBE	SBE	\$0.00		\$0.00			
	(attach detailed						\$0.00		\$0.00			
	estimates in						\$0.00		\$0.00			
	same format)						\$0.00		\$0.00			
3	Other Direct Cost						\$0.00 \$0.00		\$0.00			
4	Premium/Overtim						\$0.00	\$0.00	\$0.00 \$0.00			
5	Total Fixed Fee	00000				\$0.00	\$0.00	\$0.00				
6	Total Not-to-Exc	eed Cost			\$0.00	\$0.00	\$0.00					
ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED												
	FUNDING	<b>SOURCE</b>		THR	RN N							
ΠF	ederal	State			METRO				RCTC			
	.ocal	Recolle	ctable	SANBAG VC			VCTC					
	Other				Other							
						 ON						
	PROJECT	TASK	TYPE		COST C	-		COST (\$)				
AUT	HORITY APPROV	ALS:				Limited A	uthorization	:				
			Date:									
Proje	ect Manager		-									
Date:						🗖 Not ap	plicable					
Contract Manager						CONSULT	ANT/CONTR	ACTOR:				
Date:									-			
Asst. Director, Program Management Office						Signature						
	Date:								_			
Asst	Director, Contract	s and Procu				Title						
			Date:									
Direc	ctor, Engineering &	Construction	n			Date						
	· All above persons signi		Consultant/Contr	ractor					January-14			

cc: All above persons signing this Form Consultant/Contractor File Original January-14 SCRRA FORM DPM-02





## CTO REQUEST FOR PROPOSAL TIME EXTENSION

[To Be Completed by SCRRA]

Contract No.:	Task No.: Revision No. :
Contract Name:	Task Name:
Consultant:	CTO Proposal Date: Revision CTO End Date:
	Requisition No.:
СТО Е	XTENSION
Scope Summary:	
Extension Explanation:	
PREVIOUS CTO END COMPLETION DATE:	
CTO REVISION DURATION (DAYS):	
CTO REVISION END COMPLETION DATE:	
ALL SUPPORTING DOCUME	INTATION MUST BE ATTACHED
AUTHORITY APPROVALS:	
Date:	
Project/Contract Manager	
Date:	CONTRACTOR:
Contract Administration	
	Signature
	Title
	Date



## CONSULTANT CONFLICT OF INTEREST CERTIFICATION

Contract No.: Contract Title: Consultant:	Task No.:Revision No.:Task Name:CTO Proposal Due Date:						
Consultant hereby certifies that it has no conflict o Services.	f interest associated with the proposed CTO						
By:	Date						
Consultant cannot perform this work as it is conflicted with the proposed CTO Services.							
Ву:	Date						

## EXHIBIT 3 – REQUIRED FEE JUSTIFICATION: CONTENT AND FORMAT

### FEDERAL FUNDS

### **NON-FEDERAL FUNDS**

## FIX FEE CALCULATION WORKSHEET & JUSTIFICATION

#### **EXHIBIT 3 - REQUIRED FEE JUSTIFICATION: CONTENT AND FORMAT**

#### FEDERAL FUNDS CONTRACT TASK ORDER (CTO)

The Agreement requires Consultant to adhere to Federal Grant Guidelines at the ARTICLE entitled APPLICABILITY OF FEDERAL GRANT CONTRACT and the ARTICLE entitled INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. In adherence to this requirement Consultant is provided with the following excerpt from 49CFR 18.36, which describes the requirement for a justification of engineering/architectural design consultant's fee.

Reference: 49 CFR 18.36(f)(2) "...negotiate profit as a separate element of the price for each contract in which there is no price competition.... To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the consultant, the consultant's investment, the amount of subcontracting, the quality of its record of past performance and industry profit rates in the surrounding geographical area for similar work."

To meet the expectations of this requirement, Consultant must identify/explain any relevant points, such as:

- What is the nature of the CTO Scope of Work that makes it more or less risky than consultant's typical work?
- How is the CTO Scope of Work more (or less) complex than the typical assignment for this consultant?
- Whether the management of the CTO Scope of Work and/or Subconsultants will be more difficult (or not) and why.
- Present prior and current public CTOs or contracts for similar work to establish industry profit rates in the surrounding geographical area.

The resultant CTO fee proposal will be a firm fixed amount. Consultant is to assign the proposed firm fixed amount to the CTO deliverables identified in the CTO Scope of Work and propose a Fee Payment Schedule based on that assignment. Authority will not pay fee based on a percentage of work completed nor pay interim fee amounts for anticipated completion of acceptable deliverables. Authority will reject proposed Fee Payment Schedules that do not reasonably distribute the fixed fee amount over the deliverables identified in the CTO Scope of Work.

The negotiated Fixed Fee for each initial and revised CTO will be calculated as per the Fixed Fee Calculation Worksheet included in this Exhibit.

Authority will pay reimbursable costs in accordance with the federal cost principles. Consultant must therefore, fully explain any risk proposed as a factor for calculation of the CTO fixed fee amount.

#### NON-FEDERAL FUNDS CONTRACT TASK ORDER (CTO)

Consultant is required to submit data in support of the offered Fixed Fee for each non-federally funded (CTO).

Authority will negotiate profit as a separate element of the price for each CTO and, if needed, in CTO Revision(s) because there is no price competition for CTOs under the Agreement. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by consultant, consultant's investment, the amount of subcontracting, the quality of its record of past performance and industry profit rates in the surrounding geographical area for similar work.

To meet this requirement, Consultant must identify/explain any relevant points, such as:

- What is the nature of the CTO Scope of Work that makes it more or less risky than consultant's typical work?
- How is the CTO Scope of Work more (or less) complex than the typical assignment for this consultant?
- Whether the management of the CTO Scope of Work and/or Subconsultants will be more difficult (or not) and why.
- Present prior and current public CTOs or contracts for similar work to establish industry profit rates in the surrounding geographical area.

The resultant CTO fee proposal will be a firm fixed amount. Consultant is to assign the proposed firm fixed amount to the CTO deliverables identified in the CTO Scope of Work and propose a Fee Payment Schedule based on that assignment. Authority will not pay fee based on a percentage of work completed nor pay interim fee amounts for anticipated completion of acceptable deliverables. Authority will reject proposed CTO Fee Payment Schedules that do not reasonably distribute the fixed fee amount over the deliverables identified in the CTO Scope of Work.

The negotiated Fixed Fee for each initial and revised CTO will be calculated as per the Fixed Fee Calculation Worksheet included in this Exhibit.

Authority will pay reimbursable costs in accordance with the Generally Accepted Accounting Principles (GAAP) of the United States. Consultant must therefore, fully explain any risk proposed as a factor for calculation of the CTO fixed fee amount.

#### **EXHIBIT 3 - FIXED FEE CALCULATION WORKSHEET**

Contract No.:	
Consultant:	
CTO No.:	
CTO Name:	

Total Direct Labor plus Indirect Labor (overhead) Fee:

FACTOR	RATE	WEIGHT (0.06 TO 0.12)	VALUE (%)	JUSTIFICATION FOR DETERMINING VALUE
Schedule (Period of Performance)	15			
Duration	15			
Size of Contract Task Order	15			
Complexity	20			
Degree of Risk	25			
Subconsultants	10			
TOTAL	100			

Prepared By:

Date:

#### NOTES:

- 1. The factors shall be weighted from 0.06 to 0.12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value, when totaled indicates the fair and reasonable fee percentage of direct labor plus indirect labor (overhead).
- 2. Schedule (Period of Performance): CTO's in excess of 18 months are to be weighted at 0.12. CTO's of lesser duration are to be proportionately weighted to a minimum of 0.06 for work not to exceed six months.
- 3. **Duration:** Normal duration of the work is to be weighted at 0.06. CTO's to be accomplished at a faster than normal rate requiring special scheduling should be weighted at 0.12.
- 4. **Size of Contract Task Order:** All CTO's with estimated total costs less than \$50,000 may be weighted at 0.12. CTO's estimated between \$50,000 and \$500,000 may be proportionally weighted at 0.08 and CTO's estimated over \$500,000 may be weighted at 0.06.
- 5. **Complexity:** If the design is most difficult and complex, the weighting should be 0.12 and should be proportionately reduced to 0.06.
- 6. **Degree of Risk:** Where the design involves low degree of risk, the weighting should be 0.06. Where the design involves medium degree of risk, the weighting should be 0.09. Where the design involves high degree of risk, the weighting should be 0.12.
- 7. **Subconsultants:** To be weighted in proportion to the amount of Subconsultants. Where 40 percent or more of the design is to be subbed out, the weighting is to be 0.12 and such weighting proportionately decreased to 0.06 where all the design is performed the consultant's own forces.

## **EXHIBIT 4 – LIST OF REPORTING REQUIREMENTS FORMS**

- 1) Invoice Summary by Projects
- 2) Invoice by Consultant/Subconsultant and Project
- 3) **Project Summary**
- 4) Invoice Summary by CTO
- 5) Invoice by Consultant/Subconsultant and CTO
- 6) Budget Tracker by Project
- 7) Labor Tracker by Project
- 8) Budget Tracker by CTO
- 9) Labor Tracker by CTO
- 10) Action Item Tracker
- 11) Certified Payroll Form
- 12) Monthly Progress Report
- 13) Project Labor Summary
- 14) Performance Evaluation

(in a separate file)

#### CONSULTANT INVOICE SUMMARY



Remit Paymet to: Consultant Name Address Southern Galifornia Regional Rail Authority

Southern California Regional Rail Authority

One Gateway Plaza, 12th Floor

Los Angeels, CA 90012

Attn: Accounts Payable

INVOICE NO. PERIOD ENDING

TOTAL CONTRACT LIMIT TOTAL AUTHORIZATION REMAINDER

Attn:

PROJECT NO.	DESCRIPTION	LABOR	ODC'S	FIXED FEES	TOTAL	AUTHORIZED AMOUNT	BILLED THIS INVOICE	BILLED PREVIOUSLY	BILLED TO DATE	REMAINING AUTHORIZATION	PROJECT COMPLETION
		\$	\$	\$	\$	\$	\$	\$	\$	\$	%
000000		\$30.00	\$9.00	\$3.00	\$42.00	\$30.00	\$6.00	\$12.00	\$18.00	\$12.00	60.0%
000000		\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$6.00	\$12.00	\$18.00	\$12.00	60.0%
000000		\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$6.00	\$12.00	\$18.00	\$12.00	60.0%
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
000000		\$0.00	\$0.00	\$0.00	\$0.00						#DIV/0!
TOTAL		\$30.00	\$9.00	\$3.00	\$42.00	\$90.00	\$18.00	\$36.00	\$54.00	\$36.00	

If you have any questions regarding this invoice, please contact me at (000) 000-0000. Thank you for the opportunity to be of service.

Invoice to:

Sincerely,

TOTAL THIS INVOICE \$18.00

Project Manager Enclosures

#### SUBCONSULTANT INVOICE SUMMARY

n California Regional Rail Authority



Remit Paymet to: Consultant Name Address Invoice to: Southern California Regional Rail Authority One Gateway Plaza, 12th Floor Los Angeels, CA 90012 Attn: Accounts Payable



INVOICE N PERIOD ENDI

TOTAL CONTRACT LIN TOTAL AUTHORIZATIO REMAIND

Attn:		Attn: Account	ts Payable													1	
		CONSULTANT					SUB-CONS	ULTANT 1		SUB-CONSULTANT 2				TOTAL			
PROJECT NO.	DESCRIPTION	LABOR	ODC'S	FIXED FEES	SUB-TOTAL	LABOR	ODC'S	FIXED FEES	SUB-TOTAL	LABOR	ODC'S	FIXED FEES	SUB-TOTAL	LABOR	ODC'S	FIXED FEES	TOTAL
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
000000		\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$30.00	\$9.00	\$3.00	\$42.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
000000					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$30.00	\$9.00	\$3.00	\$42.00

If you have any questions regarding this invoice, please contact me at (000) 000-0000. Thank you for the opportunity to be of service.

Sincerely,

TOTAL THIS INVOICE \$1.00

Project Manager Enclosures

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#### **PROJECT SUMMARY**

INVOICE NO.



PERIOD ENDING

TOTAL CONTRACT LIMIT TOTAL AUTHORIZATION REMAINDER

PROJECT NO.	CTO NO.	DESCRIPTION	AUTHORIZED AMOUNT	BILLED THIS INVOICE	BILLED PREVIOUSLY	BILLED TO DATE	REMAINING AUTHORIZATION	PROJECT COMPLETION TO DATE
			\$	\$	\$	\$	\$	%
000000			\$30.00	\$6.00	\$12.00	\$18.00	\$12.00	
	1		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
	2		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
	3		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
000000			\$30.00	\$6.00	\$12.00	\$18.00	\$12.00	
	4		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
	5		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
	6		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
000000			\$30.00	\$6.00	\$12.00	\$18.00	\$12.00	
	7		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
	8		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%
	9		\$10.00	\$2.00	\$4.00	\$6.00	\$4.00	60.0%

METROLINK.

### CONSULTANT INVOICE SUMMARY



Remit Paymet to: Consultant Name: Address:

Attn:

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

INVOICE NO.	
PERIOD ENDING	
TOTAL CONTRACT LIMIT	
TOTAL AUTHODIZATION	

TOTAL AUTHORIZATION REMAINDER

CTO NO.	DESCRIPTION	LABOR	ODC'S	FIXED FEES	TOTAL	AUTHORIZED AMOUNT	BILLED THIS INVOICE	BILLED PREVIOUSLY	BILLED TO DATE	REMAINING AUTHORIZATION	PROJECT COMPLETION
		\$	\$	\$	\$	\$	\$	\$	\$	\$	%
1		\$30.00	\$9.00	\$3.00	\$42.00	\$1,000.00	\$42.00	\$0.00	\$42.00	\$958.00	4.2%
2		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
3		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
4		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
5		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
6		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
7		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
8		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
9		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
11		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
12		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
13		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
14		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
15		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
17		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
19		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
20		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
21		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
TOTAL		\$30.00	\$9.00	\$3.00	\$42.00	\$1,000.00	\$42.00	\$0.00	\$42.00	\$958.00	

If you have any questions regarding this invoice, please contact me at (000) 000-0000. Thank you for the opportunity to be of service.

Sincerely,

TOTAL THIS INVOICE \$42.00

Project Manager Enclosures

#### SUBCONSULTANT INVOICE SUMMARY

M	ETROLINK.																
				Dice	them California	Provincial Flat Au	theory and	500	-				INVOICE NO.				
Remit Paymet	<b>*</b>	Invoice to:							- Complete			PI	ERIOD ENDING				
Consultant Na				al Rail Authority				1.1.0.2				TOTAL CO	NTRACT LIMIT			1	
Address:	ne.		Plaza, 12th Fl		,								THORIZATION				
Audress.		Los Angeels, (		001								TOTALAC	REMAINDER				
Attn:		Attn: Accoun											REMAINDER				
, teen				ULTANT			SUB-CONS	SULTANT 1			SUB-CONS	ULTANT 2			тот	AL	
								ſ				Ĩ					
CTO NO.	DESCRIPTION	LABOR	ODC'S	FIXED FEES	SUB-TOTAL	LABOR	ODC'S	FIXED FEES	SUB-TOTAL	LABOR	ODC'S	FIXED FEES	SUB-TOTAL	LABOR	ODC'S	FIXED FEES	TOTAL
		_														-	
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1		\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$30.00	\$9.00	\$3.00	\$42.00
2					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
3					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
4					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
5					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
6					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
7					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
8					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
9					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
10		_			\$0.00			-	\$0.00			-	-	\$0.00	\$0.00	\$0.00	\$0.00
11					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
12 13					\$0.00 \$0.00				\$0.00 \$0.00					\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
13					\$0.00				\$0.00					\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
14					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
16					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
10		1	1	1	\$0.00			1	\$0.00			1		\$0.00	\$0.00	\$0.00	\$0.00
18				1	\$0.00				\$0.00		1	1	1	\$0.00	\$0.00	\$0.00	\$0.00
19					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
20			1		\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
21					\$0.00				\$0.00					\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$10.00	\$3.00	\$1.00	\$14.00	\$30.00	\$9.00	\$3.00	\$42.00

If you have any questions regarding this invoice, please contact me at (000) 000-0000. Thank you for the opportunity to be of service.

Sincerely,

#### TOTAL THIS INVOICE \$42.00

Project Manager Enclosures



01/01/09

# Project and Contract Task Order Summary Contract XXXX-XX | Contractor Name

Current Bud Budget Autho Rema

# SCRRA Contract Mgr: Jane Doe

Status as of:

									(a)	(b)	(c) = (a)-(b)	(d)	(e) = (a)+(d)	(f) = (b)/(a)	(g)	
PROJECT No.	CTO No.	Rev #	Status	Date Authorized	Expiration Date	SCRRA Project No.	Description	РМ	Budget Authorized to Date	Expended to Date	Remaining Budget	Estimate to Complete (ETC)	Estimate at Completion (EAC)	% of Budget Expended	% Time Elapsed	COMMENTS
000000		0	ACTIVE	01/01/09	01/30/09	000000	Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00		0%	
	1										0.00		0.00	0%		
	2										0.00		0.00	0%		
	3										0.00		0.00	0%		
											0.00		0.00	0%		
											0.00		0.00	0%		
											0.00		0.00	0%		
								_			0.00		0.00	0%		
								_			0.00		0.00	0%		
00000		0		04/04/00	04/00/00		Project Subtotal 000000	L Data	0.00	0.00	0.00	0.00	0.00	0%	0%	
00000		0	ACTIVE	01/01/09	01/30/09	000000	Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
								_			0.00		0.00	0%		
								_			0.00		0.00	0% 0%		
								_			0.00		0.00	0%		
											0.00		0.00	0%		
							<b>.</b>	-			0.00		0.00	0%		
								-			0.00		0.00	0%		
							Project Subtotal 000000		0.00	0.00	0.00	0.00	0.00	0%	0%	
000000		0	ACTIVE	01/01/09	01/30/09		Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
				0.00.000	0.00000			0.200		0.00	0.00	0.00	0.00	0%	-	
											0.00		0.00	0%		
								_			0.00		0.00	0%		
								_			0.00		0.00	0%		
											0.00		0.00	0%		
											0.00		0.00	0%		
											0.00		0.00	0%		
							Project Subtotal 000000		0.00	0.00	0.00	0.00	0.00	0%	0%	
							ACTIVE PROJECT SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0%	0%	
00000		0	PENDING	01/01/09	01/30/09	000000	Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
								_			0.00		0.00	0%		
								_	_		0.00		0.00	0%		
								_	_		0.00		0.00	0%		
								_			0.00		0.00	0% 0%		
								_			0.00		0.00			
								_			0.00		0.00	0% 0%		
							Project Subtotal 000000	-	0.00	0.00	0.00	0.00	0.00	0%	 0%	
00000		0		01/01/09	01/30/00		Project Subiotal 00000	J. Doe	0.00	0.00	0.00	0.00	0.00		0%	
00000		0	FLINDING	01/01/03	01/30/03	000000		J. DUE	0.00	0.00	0.00		0.00			
								-			0.00		0.00			
								_			0.00		0.00			
				L	L						0.00		0.00			
							1	-			0.00		0.00			
								-			0.00		0.00			
						-		-			0.00		0.00			
							Project Subtotal 000000	-	0.00	0.00	0.00		0.00		0%	
									0.00		0.00					
							PENDING PROJECT SUBTOTAL			0.00			0.00		0%	
000000		0					Project Description	J. Doe	0.00	0.00	0.00		0.00		0%	
		0		01/01/09	01/30/09	000000	Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	

dget Authority:	0	100%
orized to Date:	0	0%
aining Budget:	0	100%



01/01/09

# Project and Contract Task Order Summary Contract XXXXX-XX | Contractor Name

Current Bud
Budget Autho
Rema

									(a)	(b)	(c) = (a)-(b)	(d)	(e) = (a)+(d)	(f) = (b)/(a)	(g)	
PROJECT No.	CTO No.	Rev #	Status	Date Authorized	Expiration Date	SCRRA Project No.	Description	РМ	Budget Authorized to Date	Expended to Date	Remaining Budget	Estimate to Complete (ETC)	Estimate at Completion (EAC)	% of Budget Expended	% Time Elapsed	COMMENTS
							CLOSED PROJECT SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0%		
							TOTAL CONTRACT		0.00	0.00	0.00	0.00	0.00	0%		

NOTE:

Status as of:

SCRRA Contract Mgr: Jane Doe

Budget Authorized to Date - The budget to date reflects the original executed CTO plus approved revision authorized by SCRRA.

(a) (b) (d) (e) Expended to Date - The cumulative project costs that have been paid through the current reporting period plus estimated expenditures where cost of the work performed has not been invoiced.

Estimate to Complete (ETC) - The value of the work still required to be accomplished to complete, including anticipated and pending changes.

Estimate at Completion (EAC) - An estimate and prediction of future conditions and events based on information and knowledge available at the time of the forecast.

	1	S	UMMAR	Y		1
Project Type	Budget Authorized to Date	Expended to Date	Remaining Budget	Estimate to Complete (ETC)	Estimate at Completion (EAC)	% Buo Expe
Active Projects	0	0	0	0	0	0
Pending Projects	0	0	0	0	0	0
Closed Projects	0	0	0	0	0	0
Total:	0	0	0	0	0	0
Current Budget Authority: Budget Authorized to Date: Remaining Budget:	0	100% 0% <b>100%</b>				

dget Authority:	0	100%
orized to Date:	0	0%
aining Budget:	0	100%

% <b>of</b>	
udget	% Time
pended	Elapsed
0%	0%
0%	0%
0%	
0%	

Contract E000-00 Consultant Name Summary Staff Labor by Project No. From 11/29/08 to 12/26/08



Emplo	yee Name							Ir	nvoice Ho	ours				
		Firm	SCRRA CTO						Project N	lo.				
Last	First	F#III	No.	000000	000000	000000	000000	000000	000000	000000	000000	000000	000000	Total
Doe	Jane	ABC	1											0.0
		ABC	2											0.0
		ABC	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
200	ouno	CDE	2											0.0
		CDE	3											0.0
		CDL	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
DUe	Jane	CDE	2											0.0
		CDE	3											0.0
		CDE	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Dee	lana	CDE		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane		1											
		CDE	2											0.0
		CDE	3											0.0
2		005	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
_			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe	Jane	CDE	1											0.0
		CDE	2											0.0
		CDE	3											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
			Invoice Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0



# Contract Task Order (CTO) Summary Contract XXXXX-XX | Contractor Name

SCRRA Contract Mgr: Jane Doe Status as of: 01/01/09

Current Budget Aut
Budget Authorized to
Remaining B

								(a)	(b)	(c) = (a)-(b)	(d)	(e) = (a)+(d)	(f) = (b)/(a)	(g)	
TO No.	Rev #	Status	Date Authorized	Expiration Date	No.	Description	РМ	Budget Authorized to Date	Date	Remaining Budget	Estimate to Complete (ETC)	Estimate at Completion (EAC)	% of Budget Expended	% Time Elapsed	COMMENTS
XX	0	ACTIVE	01/01/09	01/30/09	000000	Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
										0.00 0.00		0.00 0.00	0% 0%		
										0.00		0.00	0%	_	
										0.00		0.00	0%		
										0.00		0.00	0%		
										0.00		0.00	0%		
										0.00 0.00		0.00 0.00	0% 0%		
						Subtotal CTO XX		0.00	0.00	0.00	0.00	0.00	0%	0%	
x	0	ACTIVE	01/01/09	01/30/09		Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
										0.00		0.00	0%		
										0.00		0.00	0%		
										0.00 0.00		0.00 0.00	0% 0%		
										0.00		0.00	0%		
										0.00		0.00	0%		
						Subtotal CTO XX		0.00	0.00	0.00	0.00	0.00	0%	0%	
X	0	ACTIVE	01/01/09	01/30/09		Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
										0.00		0.00	0%		
										0.00		0.00	0%		
										0.00 0.00		0.00 0.00	0% 0%		
										0.00		0.00	0%	_	
										0.00		0.00	0%		
						Subtotal CTO XX		0.00	0.00	0.00	0.00	0.00	0%	0%	
						ACTIVE CTO SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0%	0%	
X	0	PENDING	01/01/09	01/30/09	000000	Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
										0.00		0.00	0%		
										0.00		0.00	0%		
										0.00		0.00	0%		
										0.00 0.00		0.00 0.00	0% 0%		
										0.00		0.00	0%		
						Subtotal CTO XX		0.00	0.00	0.00	0.00	0.00	0%	0%	
x	0	PENDING	01/01/09	01/30/09		Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
										0.00		0.00	0%		
										0.00		0.00	0%		
										0.00		0.00	0% 0%		
										0.00 0.00		0.00 0.00	0%		
										0.00		0.00	0%		
						Subtotal CTO XX		0.00	0.00	0.00	0.00	0.00	0%	0%	
						PENDING CTO SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0%	0%	
X	0	CLOSED	01/01/09	01/30/09	000000	Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
x	0	CLOSED	01/01/09	01/30/09		Project Description	J. Doe	0.00	0.00	0.00	0.00	0.00	0%	0%	
														- / -	

uthority:	0	100%
to Date:	0	0%
Budget:	0	100%



# Contract Task Order (CTO) Summary Contract XXXX-XX | Contractor Name

Current Budget Au Budget Authorized t Remaining E

SCRRA Contract Mgr: Jane Doe

Status as of: 01/01/09

								(a)	(b)	(c) = (a)-(b)	(d)	(e) = (a)+(d)	(f) = (b)/(a)	(g)	
			Dete	Funingtion	SCRRA			Deedwarf Austhamizzad	For an de data	Demoisium	Estimate to	Estimate at	% of	0/ <b>T</b> ime e	
TO No.	Rev #	Status	Date Authorized	Expiration Date	Project No.	Description	РМ	Budget Authorized to Date	Expended to Date	Remaining Budget	Estimate to Complete (ETC)	Completion (EAC)	Budget Expended	% Time Flansed	COMMENTS
10.	Itev#	Otatus	Additionized	Date	110.		FIVI	i i				. ,		Liapsed	COMMENTS
						CLOSED CTO SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0%	-	
						TOTAL CONTRACT		0.00	0.00	0.00	0.00	0.00	0%		

NOTE:

(a) Budget Authorized to Date - The budget to date reflects the original executed CTO plus approved revision authorized by SCRRA.

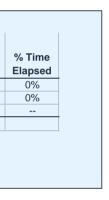
(b) Expended to Date - The cumulative project costs that have been paid through the current reporting period plus estimated expenditures where cost of the work performed has not been invoiced.

(d) Estimate to Complete (ETC) - The value of the work still required to be accomplished to complete, including anticipated and pending changes.

(e) Estimate at Completion (EAC) - An estimate and prediction of future conditions and events based on information and knowledge available at the time of the forecast.

	1	S	SUMMAR	Y		1
Project Type	Budget Authorized to Date	Expended to Date	Remaining Budget	Estimate to Complete (ETC)	Estimate at Completion (EAC)	% of Budget Expended
Active Projects	0	0	0	0	0	0%
Pending Projects	0	0	0	0	0	0%
Closed Projects	0	0	0	0	0	0%
Total:	0	0	0	0	0	0%
Current Budget Authority: Budget Authorized to Date: Remaining Budget:	0	100% 0% <b>100%</b>				

uthority:	0	100%
to Date:	0	0%
Budget:	0	100%



### Contract E000-00 Contractor Name Summary Staff Labor by CTO From 11/29/08 to 12/26/08



Looe Ja Looe Ja	First lane lane lane lane lane lane lane lane	Firm ABC ABC ABC ABC ABC ABC ABC ABC ABC ABC	SCRRA           Project No.           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000           000000	0.0 0.0	0.0	CTO 03	CTO 04	CTO 05	CTO 06	CTO 07	CTO 08	CTO 09 0.0	CTO 10	Total           0.0           0.0           0.0           0.0           0.0           0.0           0.0
Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja	lane	ABC ABC ABC ABC ABC ABC ABC ABC ABC ABC	000000           000000           Subtotal           000000           000000           000000           000000           000000           Subtotal           000000           000000           000000           000000           000000           000000           Subtotal				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0 0.0 <b>0.0</b> 0.0
Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja	lane	ABC ABC ABC ABC ABC ABC ABC ABC ABC	000000           Subtotal           000000           000000           000000           000000           Subtotal           000000           000000           000000           000000           000000           000000           000000           Subtotal				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0 <b>0.0</b> 0.0
Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja	lane	ABC ABC ABC ABC ABC ABC ABC ABC	Subtotal           000000           000000           000000           Subtotal           000000           000000           000000           000000           000000           Subtotal           000000           000000           Subtotal				0.0	0.0	0.0	0.0	0.0	0.0	0.0	<b>0.0</b> 0.0
Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja	lane	ABC ABC ABC ABC ABC ABC ABC	000000           000000           000000           Subtotal           000000           000000           000000           000000           Subtotal				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja Doe Ja Doe Ja Doe Ja Doe Ja	lane	ABC ABC ABC ABC ABC ABC ABC	000000           000000           Subtotal           000000           000000           000000           000000           000000           Subtotal	0.0	0.0	0.0								
Doe Ja		ABC ABC ABC ABC ABC ABC	000000           Subtotal           000000           000000           000000           000000           000000           Subtotal	0.0	0.0	0.0								
Doe Ja		ABC ABC ABC ABC ABC	Subtotal           000000           000000           000000           000000           Subtotal	0.0	0.0	0.0						1		0.0
Doe Ja		ABC ABC ABC	000000 000000 000000 Subtotal	0.0	0.0	0.0								0.0
Doe Ja		ABC ABC ABC	000000 000000 Subtotal				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	lane	ABC ABC	000000 Subtotal											0.0
	lane	ABC	Subtotal											0.0
	lane													0.0
	lane			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja		ABC	000000											0.0
Doe Ja			000000											0.0
Doe Ja		ABC	000000											0.0
Doe Ja			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	lane	ABC	000000											0.0
		ABC	000000											0.0
		ABC	000000											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja	lane	ABC	000000											0.0
		ABC	000000											0.0
		ABC	000000											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja	lane	ABC	000000											0.0
		ABC	000000											0.0
		ABC	000000											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja	lane	ABC	000000											0.0
		ABC	000000											0.0
		ABC	000000											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja	lane	ABC	000000											0.0
		ABC	000000											0.0
		ABC	000000											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja	lane	ABC	000000											0.0
		ABC	000000											0.0
		ABC	000000											0.0
			Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Doe Ja	lane	ABC	000000	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0		0.0
		ABC	000000											0.0
		ABC	000000											0.0
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
			nvoice Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0



# **ACTION ITEM TRACKER**

Project			Subdivision					
Prj. Mgr.			MP					
GEC		Date						
Task				Action Ite	em List			
Tuok			C					
				pen Items				
Item No.	Description - Action Item	Assigned To	Date Open	Date Required	Days Open	Date Closed	Discipline	Status - Action Taken
001					41691		Mechanical	
002					41691		Track	
003					41691		Structural	
004					41691		Track	
005					41691		Track	
006					41691		Track	
007					41691		Track	
008					41691		Track	
009					41691		Track	
010					41691		Track	
011					41691		Track	
			CI	osed Items				
Item No.	Description - Action Item	Assigned To	Date Open	Date Required	Days Open	Date Closed	Discipline	Status - Action Taken
001					41691		Mechanical	
002					41691		Track	
003					41691		Structural	
004					41691		Track	
005					41691		Track	
006					41691		Track	
007					41691		Track	
008					41691		Track	
009					41691		Track	
010					41691		Track	
011					41691		Track	

# **CERTIFIED PAYROLL DATA FORM**

Employ	ee Name	Job Title	Employee Number	Hourly Direct Labor Rate	Overhead Home Office	Fully Burdened Labor Rate	Overhead Field Office
			-				
Attn:					-	Invoice Date:	
			Invoice No.			To:	
Address			Project No.			Period from:	
Consultant Name			Contract No.			Certified Payroll I	nformation

Emplo	oyee Name	Job Title	Employee Number	Hourly Direct Labor Rate	Home Office Rate	Labor Rate Home Office	Field Office Rate	Labor Rate Field Office	Number of Hours Worked
Last	First			(\$)	(%)	(\$)	(%)	(\$)	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	
				\$0.00		\$0.00		\$0.00	

I hereby certify that the payroll figures and information Contained on this form are true and complete as of:

(Invoice Date)

Fully Burdened

Nissen la su

- 6

Project Manager Name

Company Name

Vice President's Name

Payroll Representative Name

Payroll Representative Title

Company Name



# MONTHLY PROGRESS REPORT

Con	tract No.:	Consultant:		Repo	orting Period:		Page	e of
СТС	D: Description:				SCRR	A Project No.:		
СТС	) Manager:		SCRR	A Projec	t Manager:			
СТС	) Amount:	Current Aut	norized:			NTP Date:	Statu	IS
		Phase 1						
		Phase 2						
		Phase 3						
		Phase 4						
		Phase 5						
		Phase 6						
		TOTAL AUTI	HORIZED				Complete	
Key	Milestones:					•		
	Description	Sch	eduled		Com	nments		Actual
1								
2								
3 4								
5								
6								
7								
8 Dro	gress during Reporting Perio							
FIQ	gress during Reporting Perio	u.						
Proi	ected Activities for Upcoming	a Period:						
	,	9						
0								
Cha	nges in Scope:							
Acti	ons Required by SCRRA:							

### **PROJECT LABOR SUMMARY**

Invoice No.	
Period from:	
To:	
Invoice Date:	

#### CONTRACT E000A-00 PROJECT NO. CONSULTANT NAME

LABOR			Γ	CUR	RENT	PROJE	CT TO DATE
Emp	loyee	Classification	Burdened Hourly Rate	Units	Total	Units	Total
Last	First		\$	Hrs.	\$	Hrs.	\$
			\$ -		\$-		\$-
			\$ -		\$-		\$ -
			\$ - \$ -		\$ - \$ -		\$ - \$ -
			\$ -		\$-		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$-		\$-
			\$ -		\$ -		\$ -
			\$- \$-		\$ - \$ -		<u>\$</u> -
			\$ - \$ -		<del>\$-</del> \$-		\$ - \$ -
			\$ -		\$-		\$ -
			\$ -		\$ -		\$-
			\$-		\$-		\$-
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			\$ -		\$ -		\$ -
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			\$-		\$-		\$-
			\$ -		\$ -		\$ -
			\$ -		\$-		\$-
			\$ -		\$ -		\$ -
			\$ - \$ -		\$ - \$ -		<u>\$</u> - \$-
			φ -		<del>ъ</del> -		φ -
			Labor Subtotal	-	\$-	-	\$ -
			Fixed Fee	0.00%	\$ -	0.00%	\$-
			Labor Total		\$ -		\$-
			Labor Total		\$ -		ф -
OTHER DIRECT CO	OSTS (ODC's)						
	. ,		1				
			2				
			ODC Subtotal:		\$ -		\$ -
SUBCONTRACTOR	25						
COBCONTRACTOR			1		-		\$-
			2		-		\$ -
			3		-		
		Subcon	tractor Subtotal		\$ -		\$ -
			Total Due		\$-		<b>\$</b> -
					Ψ		Ψ -

2/21/2014

# METROLINK

### Southern California Regional Rail Authority (SCRRA) ON-CALL PROFESSIONAL ENGINEERING SERVICES PERFORMANCE EVALUATION



Contract No.		CTO No.				
Contract Title		CTO Title				
GEC Name						
GEC Project Manager		SCRRA Project Manager				
Description of Work Performed by CTO						
Evaluation Date		Type of Evaluation	Study	Design	Construction	Other
Reason for Evaluation	Assessing GEC performance is a standard practice need is receiving good, quality deliverables; provide opportunit CTO selection reference process; and meet Contract or p	ies for continuous	s improvement/le	essons learned;	00	,
Review/Appeal	SCRRA will provide a copy of the completed Evaluation t response within ten (10) calendar days after receiving the be considered final. Evaluation will be retained for the life Completed evaluation forms and any GEC responses will of future procurement solicitation.	e evaluation form. e of the Contract of	If the request is or not more than	s not made with three years aft	in 10 calendar days er the completion o	s, the score shall f the evaluation.
	COS	T DATA				
	CTO Cost Data		C	onstruction Co	ost Data	
Initial CTO Cost	\$	Initial Cost	\$			
CTO Revisions Costs	\$	Change Order Costs	\$			
Total CTO Costs	\$	Total Costs	\$			
% Change from Initial CTO		% Change from Initial Cost	\$			
Construction Change Order	'S		\$			
Construction Change Order	rs arising from Design Deficiencies		\$			
Design Deficiencies correct	ed by GEC		\$			
	Overall Performance Rating	Unacceptable	Below Average	Satisfactory	Above Average	Outstanding
					[ !	
	Recommend for future Contracts?	Yes	]	No		Conditionally
			]		j	
Would you have reservation	ns selecting this GEC again for this type of CTO and proje	ct?				
Describe strength/weaknesses and provide suggestions for improvements						
Overall Remarks						
	Evaluator			Reviewer		
Name		Name				
Title		Title				
Signature		Signature				
Date		Date				



### Southern California Regional Rail Authority (SCRRA) ON-CALL PROFESSIONAL ENGINEERING SERVICES PERFORMANCE EVALUATION



### PERFORMANCE RATING/WEIGHT SCALE

	PERFORMANCE RATING/WEIGHT SCALE	
Unacceptable	Consistently Failed to meet expectations, Requires excessive guidance or directive, Unresponsive to requests, Unable or unwilling to resolve minor setbacks, Deliverable do not follow standards or does not meet requirements or expectations, Project is not in time or budget through no fault of SCRRA, The design features had some changes in cost and/or time increases exceeding 8% of the original cost and/or time.	1
Below Average	Occasionally Failed to meet expectations, Does not meet contract terms, Deliverable below standard or needs rework to comply, Project behind schedule or over budget, Product/service required direction or assistance, The design features had some changes in cost and/or time increases exceeding 5% of the original cost and/or time.	2
Satisfactory	Consistently met expectations, Fulfills terms of contract; no more, no less, Deliverable meets standards, Project on time and budget, Project manager is informed of key milestones, The design features had some changes in cost and/or time increases ranging from 2%-5% of the original cost and/or time.	3
Above Average	Frequently met expectations, product/service delivered correctly, timely, and without excessive assistance or direction from SCRRA, SCRRA is informed of project status regularly, resolves any problems that occurred, responsive to requests, suggests improvements, The design features had minor changes resulting in cost and/or time increases not exceeding 2% of the original cost and/or time.	4
Outstanding	Consistently exceeded expectations, Deliverable exceeds standards, Needs little or no direction, Performs beyond expectations, The design features had no changes resulting in cost or time increases.	5

# METROLINK

### Southern California Regional Rail Authority (SCRRA) ON-CALL PROFESSIONAL ENGINEERING SERVICES PERFORMANCE EVALUATION



# CRITERIA DESCRIPTIONS, WEIGHTS, AND RATING

CATEGORY	CRITERIA/DESCRIPTION	CRITERIA FACTOR	CATEGORY FACTOR	RATING/ WEIGHT	EVALUATION RATING	PERFORMANC RATING
		(A)	(B)	(C)	(D) = A X C	(E) = B X D
Management	Adequacy of qualified, experienced personnel, supervision and management	0.10			0.00	
	Coordinated with SCRRA personnel to ensure effective	0.10			0.00	-
	contract management	0.10			0.00	
	Submittal made timely, in the subscribed format, with no					
	material errors Sufficiently identified, analyzed, and verified that all	0.20			0.00	-
	permits are obtained as required.	0.20			0.00	
	F	0.20	-		0.00	
	Thoroughly documented and properly worked to resolve					
	permitting and utilities issues in a timely manner Adequate management/coordination with sub-	0.20			0.00	-
	consultants and reviewed sub-consultant work prior to					
	submittal for review and approval	0.20			0.00	
	Total Item V	Veighted Rating	0.10		0.00	0.00
Communication and	Provided necessary project information to all project					
Coordination	stakeholders	0.10			0.00	-
	Responsiveness to request from department and other reviewing agencies	0.10			0.00	
	Effectively tracked and monitored comment resolution	0.10	·		0.00	
	and other action items to ensure timely resolution					
		0.10			0.00	-
	Notified SCRRA immediately of issues impacting schedule and costs and major problems	0.20			0.00	
	Documented oral communications in reports, logs, and	0.20			0.00	1
	other means	0.20			0.00	
	Prepared written communications in the form, format,					
	and details required by SCRRA and within appropriate time frame	0.20			0.00	
	React well to criticism	0.20			0.00	-
		Veighted Rating	0.12		0.00	0.00
Schedule	Adherence to CTO Schedule and documented the	Verginee Nating	0.12		0.00	0.00
	meetings, submittals and progress schedules	0.30			0.00	
	Action on Anticipated Delays	0.20			0.00	
	Desire Outerittels (Dethelies, Operate Fruises, etc.)	0.00			0.00	
	Design Submittals (Potholing, Geotech, Environ etc.) Reviewed the schedule monthly or as appropriate.	0.20			0.00	-
	Took appropriate action to reallocate resources if the					
	work items fell behind schedule	0.30			0.00	
		Veighted Rating	0.12		0.00	0.00
Quality of Work	Plans were properly supported and complimented by the	0.00			0.00	
	specifications and were not in conflict Individual plan components were consistent with one	0.20			0.00	-
	another and were not in conflict	0.20			0.00	
	Appropriate pay items were included with adequate					
	quantities to meet the project requirements in the Schedule of Quantities and Prices	0.00			0.00	
		0.20			0.00	-
	Adequate evaluation of alternatives and trial solutions QA/QC plan in effect and evidence of following the	0.10			0.00	-
	QA/QC plan	0.10			0.00	
	Errors or omissions numerous, serious, significant or					
	costly?	0.20			0.00	
		Veighted Rating	0.22		0.00	0.00
Technical Performance	Plan/specifications clear and concise	0.10			0.00	-
	Adhered to SCRRA Standards	0.10			0.00	-
	Drawings reflect existing conditions	0.20			0.00	-
	Contract documents sufficiently clear and complete that					
	no addenda or only minor addenda had to be issued	0.20			0.00	
	Responsiveness to redlines/Comments	0.20			0.00	
	Utility coordination/design/pothole requests	0.20			0.00	
	Total Item V	Veighted Rating	0.14		0.00	0.00

# METROLINK

#### Southern California Regional Rail Authority (SCRRA) ON-CALL PROFESSIONAL ENGINEERING SERVICES PERFORMANCE EVALUATION



	PERFORMANC	EEVALUATIO	UN		
Consistency with Budget	Completion of work within CTO budget	0.20		0.00	
	Adherence to fee schedule	0.10		0.00	
	Worked creatively to achieve the project goals within				
	existing budget	0.20		0.00	
	Construction cost estimates prepared according to				
	Design Procedures Manual	0.20		0.00	
	Construction cost estimates within 5% of the lowest bid	0.30		0.00	
	Total Item V	<b>Weighted Rating</b>	0.15	0.00	0.00
Design Services during	Tracked and monitored RFI's, shop drawings, contract				
Construction	changes, and other actions items to achieve timely				
	resolution	0.20		0.00	
	Provided clear and timely interpretation of contract				
	documents to SCRRA and contractor	0.20		0.00	
	Reviewed, responded, approved, and monitored shop				
	drawings, RFI's, CN's and WACN's quickly and				
	efficiently	0.20		0.00	
	Monitored, verified, and documented that all permit				
	conditions are met	0.20		0.00	
	Effectively communicated with the SCRRA construction				
	support personnel during construction activities	0.20		0.00	
	Total Item \	Veighted Rating	0.15	0.00	0.00
OVERALL PERFORMANCE RATING		1.00		0.00	

# EXHIBIT 5 – TRAVEL POLICY

# EXHIBIT 5 TRAVEL POLICY

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

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

# Time for travel will not be reimbursed.

# A. Auto Mileage

Auto Mileage if using personal automobile will be reimbursed at the IRS rate. Travel to SCRRA facility within the five county areas will not be reimbursed. Travel between SCRRA facility to SCRRA worksite/right-of-way will be reimbursed at the IRS rate.

# B. Air Travel

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

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

Authority does not pay for air travel insurance.

# C. Accommodations

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

# D. Meals

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

# E. Telephone Usage

Expenses for telephone usage should be included in Consultant's overhead rate, and shall not be reimbursed separately.

# F. Parking and Ground transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only.

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

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

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

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

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

# I. Non-Allowable Expenses

Authority will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc. Pursuant to Authority's policy, costs of entertainment, including amusement, diversion, and

social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable per 48 CFR Part 31.2 (FAR).

# EXHIBIT 6 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM & FORMS

# EXHIBIT 6

# DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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.

Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. 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.

- A. Race Neutral DBE Policy Implementation. Pursuant to Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of appeals decision in Western States Paving Co. v. Washington State Department of Transportation and the Federal Transit Administration's (FTA) Guidance (Docket N. FTA-2006-24063; dated March 23, 2006) stipulating a Notice of New Policy implementation to Western States Public Transportation Providers, the Authority has implemented a wholly Race-Neutral DBE Program. A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, the Authority does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. Consultant shall not be required to achieve a specific level of DBE participation as a condition of Contract compliance in the performance of this DOT-assisted Contract. However, the Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of the Contract award.
- **B. Race-Neutral DBE Participation Commitment.** Consultant shall complete and submit the following DBE reporting form at the time of Contract execution:
  - "DBE Race-Neutral Participation Listing" form: Consultant shall complete and submit the "DBE Race-Neutral Participation Listing" form to facilitate capturing race-neutral DBE participation under this Contract. The Consultant shall complete the required information for each DBE that will participate in the Contract, including the prime Consultant if it is a DBE.
  - Consultant shall provide valid DBE certification for each listed DBE.
  - Consultant shall also submit a written confirmation from each listed 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).
  - In the event that the Consultant does not intend to utilize DBEs in the performance of this Contract, the Consultant shall indicate "None" on the first page of the form, complete and sign the last page, and submit the entire form to the Authority.

# C. 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 <a href="https://www.dot.ca.gov/hg/bep/find\_certified.htm">www.dot.ca.gov/hg/bep/find\_certified.htm</a>.

- 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.

# D. 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.
- E. 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 <a href="https://www.oig.dot.gov/dot-oighotline-complaint-form">https://www.oig.dot.gov/dot-oighotline-complaint-form</a> 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 <a href="https://www.oig.dot.gov/hotline">www.oig.dot.gov/hotline</a>.
- F. 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 by the 15th of each month 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."

- **G. 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 DBE subconsultants toward the Consultant's race-neutral DBE attainment until the amount being counted has been paid to the DBE.
- **H. 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.
- I. 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 and SBE 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).
- J. 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.

- **K. 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 and SBE 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.
- L. Non-Compliance and Administrative Sanctions. A Consultant determined to be noncompliant 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.
- M. Consultant's Assurance Clause Regarding Non-Discrimination. 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.

# SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

In accordance with additional DBE Program regulations contained in 49 CFR § 26.39, the Authority has implemented provisions to increase Small Business Enterprise (SBE) participation on its DOT-assisted contracts. Pursuant to these provisions, the Authority has established an SBE contract goal of 12% for this DOT-assisted contract.

A. SBE Participation Commitment. At the time of Contract execution, the Consultant committed to meeting the established SBE contract goal in the performance of this DOTassisted contract. The Consultant agrees, by Contract end, to meet the 12% SBE commitment as listed on its "Small Business Enterprise SBE) Participation Listing" form and as evaluated and approved by the Authority, in order to remain in compliance with SBE provisions. The Consultant further agrees to ensure that all listed SBEs perform work and/or supply materials as listed in accordance with original SBE commitments, unless otherwise directed and/or approved by the Authority.

# OR

At the time of Contract execution, the Consultant did not commit to meeting the established SBE contract goal in the performance of this DOT-assisted Contract. However, the Consultant submitted adequate Good Faith Efforts (GFE) demonstrating intent to meet the SBE contract goal. In the event that SBEs are utilized in the performance of this Contract, the Consultant shall comply with reporting requirements as listed in this section

- **B.** Confirmation of SBE Participation. The Consultant shall submit, for each listed SBE, confirmation of the SBE's participation by providing the Authority with written confirmation from the SBE or a copy of a signed subcontract agreement with the SBE.
- C. Authority Form 103 "Monthly DBE/SBE Utilization and Payment Report" Form. If the Consultant is an SBE and/or has proposed to utilize SBEs, 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 SBE participation, following the first month of utilization of the SBEs. The Consultant is advised not to credit the participation of SBEs on the respective reporting form until the amount being credited has been paid to the SBE. Upon completion E740C-14 EX6-6

of the Contract, the Consultant will be required to prepare and submit an Authority Form 103 marked "FINAL."

# D. SBE Certification and Eligibility.

- The Authority requires all participating SBEs to be certified in accordance with SCRRA's SBE certification standards, at the time of proposal submission.
- Each listed SBE must be certified in the NAICS code that directly corresponds to the SBE's contract scope of work.
- An SBE may participate as a prime Consultant, subconsultant, joint venture partner, vendor of material or supplies and/or trucking company.
- An SBE joint venture 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 SBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

# E. Commercially Useful Function Standards.

- An SBE must perform a commercially useful function to receive SBE participation credit.
- An SBE 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 SBE 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.
- An SBE 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.
- An SBE 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 SBE participation.
- **F. SBE Crediting Provisions.** Credit for SBE participation is determined according to the following provisions:
  - When an SBE 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 SBE with its own forces may be counted toward SBE participation.
  - If the Consultant is an SBE joint venture participant, only the SBE proportionate interest in the joint venture shall be counted toward SBE participation.
  - If an SBE 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 SBE participation only if the SBE subconsultant is certified according to the Authority's SBE certification standards, and only if the SBE subconsultant actually performs the work with its own forces. Services subcontracted to a non-SBE firm shall not be counted toward SBE participation.

- If the Consultant listed a non-SBE first tier subconsultant to perform work on its Contract, and the non-SBE subconsultant subcontracts part of its work or purchases materials and/or supplies from a lower-tier SBE certified subconsultant or Vendor, the value of work performed by the lower-tier SBE firm's own forces can be counted toward SBE participation.
- The Consultant may count the performance of SBE trucking companies toward SBE participation, as follows:
  - 1. The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract.
  - 2. The SBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract.
  - 3. The SBE receives credit for th toal value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
  - 4. The SBE may lease trucks from another SBE firm, including an owner-operator who is SBE certified in accordance with the Authority's SBE certification standards. The SBE who leases trucks from another SBE receives credit for the total value of the transportation services the lessee SBE provides on the Contract.
  - 5. The SBE may also lease trucks from a non-SBE firm, including an owner-operator. The SBE who leases trucks from a non-SBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The SBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by an SBE.
  - 6. A lease must indicate that the SBE 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 SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.
- **G.** Performance of SBE Subconsultants. The following requirements govern the performance of SBE subconsultants:
  - SBEs listed by the Consultant on its "Small Business Enterprise (SBE) Participation Listing" form submitted at the time of proposal submittal or within 48 hours after proposal submittal shall perform the work and supply the materials for which they are listed, unless the Consultant has received prior written notice form the Authority that the specific scope of work and/or materials to be provided by the SBE are no longer part of the Contract requirements or 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 SBE participation. This notice should be provided prior to the commencement of that portion of the work.
- H. Additional SBE Subconsultants. In the event that the Consultant identifies additional SBE subconsultants or suppliers not previously identified by the Consultant under the Contract, the Consultant shall notify the Authority by completing and submitting a "DBE and SBE

Addition/Substitution/Termination Request" form to enable the Consultant to capture all SBE participation. The Consultant shall also submit, for each SBE identified after Contract execution, confirmation of the SBE's participation by providing the Authority with written confirmation from the SBE or a copy of a signed subcontract agreement with the SBE.

- I. SBE Substitutions and Terminations. The Consultant shall be required to comply with the following provisions regarding SBE substitutions/terminations:
  - A Consultant shall not terminate a listed SBE without the Authority's prior written consent.
  - Prior to the termination request, the prime contractor must nofity the SBE, in writing of the intent to terminate, allowing for five days of response time in opposition of the rejection.
  - A Consultant may only terminate an SBE for "good cause," defined as follows:
    - 1. The SBE fails or refuses to execute a written contract;
    - 2. The SBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
    - 3. The SBE fails or refuses to meet the prime Consultant's reasonable, nondiscriminatory bond requirements;
    - 4. The SBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
    - 5. The SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
    - 6. The Consultant or Authority has determined that the SBE is not a responsible contractor;
    - 7. The SBE voluntarily withdraws from the project and provides the prime Consultant written notice of its withdrawal;
    - 8. The SBE is ineligible to receive SBE credit of the type of work required;
    - 9. An SBE owner dies or becomes disabled, resulting in the SBE's inability to complete its work on the contract;
    - 10. Other documented good cause that compels the termination of the SBE.
  - Good cause does NOT exist if:
    - 1. The failure or refusal of the SBE 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 SBE's work).
    - 2. The Consultant seeks to terminate a SBE so that it can self-perform the work of the terminated SBE.
    - 3. The Consultant seeks to substitute an SBE with a non-SBE.

- 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/SBE Addition/Substitution/Termination Request" form for the Authority's prior written approval of the substitution/termination.
- The Consultant must make a Good Faith Effort (GFE) to replace the terminated SBE with another SBE. The Consultant's GFE shall be directed at finding another SBE to perform at least the same amount of work under the contract as the SBE that was termination, to the extent needed to meet the Consultant's SBE 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 noncompliant with the Authority's SBE provisions may be subject to administrative sanctions as outlined below:
  - A non-compliant Consultant may be notified by the Authority's DBE Liaison Officer (DBELO) or designee, that administrative remedies shall be imposed for failure to: (a) meet the Consultant's SBE commitment by contract end, (b) submit documentation of Good Faith Efforts, (c) submit required SBE utilization reports, (d) submit verification of prompt payment to SBEs and/or (e) comply with proper SBE substitution/termination procedures. The notice shall state the specific administrative remedy 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 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.

# DISADVANTAGED BUSINES ENTERPRISE (DBE) RACE-NEUTRAL PARTICIPATION LISTING FORM

# 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 <u>must</u> 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. Names of the DBEs and their respective item(s) of work should be consistent, where applicable, with the names and items of work for subconsultants listed in the prime Consultant's bid.
- 7. The DBE must perform a commercially useful function on the contract. Refer to Contract Sections entitled "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:		Description of Work to be Performed:			
Diaz Yourman & Associates	S	Geotechnical Services, NAICS 541330, 541380, 541620			
Address, City, State, Zip:		341020			
1616 E. 17 <sup>th</sup> St.					
Santa Ana CA 92705					
Contact Person: V. R. Nadeswaran		Check Appropriate Box Describing DBE Activity:			
Telephone #:					
714 245 2920		Subconsultant	X	Trucking Company	
Email Address:		Regular Dealer (60%)		Supplier (60%)	
nadesh@dlazyourman.com					
DBE Subcontract \$	DBE Subcontract % of Prime Contract Value:	Manufacturer		Broker	

DBE Firm Name:		Description of Work to be Performed:			
LIN Consulting, Inc.		Traffic Engineering, NAICS 488210, 488999, 541330, 541490, 541618, 541990, 611430			
Address, City, State, Zip:					
21660 E. Copley Drive, Suite	270				
Diamond Bar, CA 91765					
Contact Person: William Su	in	Check Appropriate Box Describing DBE Activity:			
Telephone #:					
909 396 6850		Subconsultant	X	Trucking Company	
Email Address:		Regular Dealer		Supplier (60%)	
wsun@linconsulting.com		(60%)			
DBE Subcontract \$	DBE Subcontract % of	Manufacturer		Broker	
Amount:	Prime Contract Value:	· · · · · · · · · · · · · · · · · · ·			

DBE Firm Name:	Description of Work to be Performed:					
Lenax Construction Service	es. Inc.	Cost Estimating, NAICS 541611, 541618, 561499				
Address, City, State, Zip:						
3700 Wilshire Blvd. Suite 5	60					
Los Angeles CA 90010						
Contact Person: Yelena Ze	etser	Check Appropriate Box Describing DBE Activity:				
Telephone #:						
213 637 9146		Subconsultant	X	Trucking Company		
Email Address:		Regular Dealer (60%)		Supplier (60%)		
Yelena.zeetser@lenax.net						
DBE Subcontract \$ Amount:	DBE Subcontract % of Prime Contract Value:	Manufacturer		Broker		

THIS PAGE CAN BE DUPLICATED UNTIL ALL PARTICIPATING DBES ARE LISTED.

DBE Firm Name:	Description of Work to be Performed:				
Coast Surveying, Inc.		Surveying and mapping, NAICS 541370			
Address, City, State, Zip:					
15031 Parkway Loop, Suite	B				
Tustin CA 92780					
Contact Person: Ruel del C	astillo	Check Appropriate Box Describing DBE Activity:			
Telephone #:					
714 918 6266		Subconsultant	X	Trucking Company	
Email Address:		Regular Dealer (60%)		Supplier (60%)	
Ruel.delcastillo@coastsurv	ey.com				
DBE Subcontract \$ Amount:	DBE Subcontract % of Prime Contract Value:	Manufacturer		Broker	

DBE Firm Name:	Description of Work to be Performed:					
SafeProbe, Inc.		Underground utility survey services, NAICS 238990, 541330				
Address, City, State, Zip:						
3424 Wilshire Blvd., Suite 1	108					
Los Angeles CA 90010	•					
Contact Person: Mauro Poy	yaoan	Check Appropriate Box Describing DBE Activity:				
Telephone #:						
213 251 5960		Subconsultant	X	Trucking Company		
Email Address:		Regular Dealer		Supplier (60%)		
mpoyaoan@abratique.com		(60%)				
DBE Subcontract \$ Amount:	DBE Subcontract % of Prime Contract Value:	Manufacturer		Broker		

THIS PAGE CAN BE DUPLICATED UNTIL ALL PARTICIPATING DBES ARE LISTED.

DBE Firm Name:		Description of Work to be Performed:			
SAF-r-DIG Utility Surveys,	Inc.	Subsurface Utility Locating with Visual Verification and Documented,			
Address, City, State, Zip:		NAICS 541360, 561990			
12210 Michigan Ave, Ste 24					
Grand Terrace, CA 92313					
Contact Person: Donald Wi	nitman	Check Appropriate Box Describing DBE Activity:			
Telephone #:					
909 370 0930		Subconsultant	X	Trucking Company	]
Email Address:		Regular Dealer		Supplier (60%)	
dwhitman@safrdig.com		(60%)			
DBE Subcontract \$ Amount:	DBE Subcontract % of Prime Contract Value:	Manufacturer		Broker	

DBE Firm Name:		Description of Work to be Performed:				
MTGL, Inc.		Materials testing and special inspection services, NAICS 541380,				
Address, City, State, Zip:		541620				
2992 E. La Palma Ave., Si	uite A					
Anaheim, CA 92806						
Contact Person: Steven Kc	och	Check Appropriate Box Describing DBE Activity:				
Telephone #:						
714 632 2999		Subconsultant	X	Trucking Company		
Email Address:	· · · · · · · · · · · · · · · · · · ·	Regular Dealer		Supplier (60%)		
skoch@mtglinc.com		(60%)				
DBE Subcontract \$	DBE Subcontract % of	Manufacturer		Broker		
Amount:	Prime Contract Value:		•	······································		
				·		
L						

THIS PAGE CAN BE DUPLICATED UNTIL ALL PARTICIPATING DBES ARE LISTED.

DBE Firm Name:	Description of Work to be Performed:			
Pacific Railway Enterprises	Railroad Signal and Communications Design, NAICS 488210, 541330, 541690, 541990			
Address, City, State, Zip:				
3560 University Avenue, St	e. F			
Riverside, CA 92501				
Contact Person:	Check Appropriate Box Describing DBE Activity:			
Cathy Hirsch				
Telephone #:		Subconsultant	X	Trucking Company
951 784 4630	Regular Dealer (60%)		Supplier (60%)	
Email Address:				
clhirsch@pacrail.com		Manufacturer		Broker
DBE Subcontract \$ DBE Subcontract % of				
Amount: Prime Contract Value:				

DBE Firm Name:		Description of Work to be	Performed:
Address, City, State, Zip:			
Contact Person:		Check Appropriate Box De	escribing DBE Activity:
Telephone #:		Subconsultant	Trucking Company
Email Address:		Regular Dealer (60%)	Supplier (60%)
		Manufacturer	Broker
DBE Subcontract \$ Amount:	DBE Subcontract % of Prime Contract Value:		

THIS PAGE CAN BE DUPLICATED UNTIL ALL PARTICIPATING DBES ARE LISTED.

Consultant:	AECOM Technical Services, Inc.	SCRRA Contract #:	E740C-14
Contact Name:	Stephen J. Polechronis	Total Contract Amount:	\$10,000,000.00
Title:	Senior Vice President	Proposed DBE Race Neutral Participation Amount:	
Address:	515 S. Flower St. 4 <sup>th</sup> Floor	DBE Race Neutral Participation Value (% of Total Contract Value):	12 %
City/State/Zip:	Los Angeles, CA 90071		
Phone:	213 330 7231	Email Address:	

Signature of Authorized Representative

J Potechronon

Name

Title

30 March 2015 Date

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

	MO	NTHLY DBE AN	ID SBE (	JTILIZATION	AND PAYMEN	IT REPORT (SCR	RA FORM 103)		
Reporting Period (Mo/Yr):			Contract Av	ward Date:			Report prepared by:		
Report Number:			Original Contract Award Amount:			Report reviewed by:			
SCRRA Contract Number:			Current Co	ntract Value:			Signature:		
Prime Contractor/Consultant:			Total Dollar	rs Paid to Prime to	date:	\$	Title:		
Contact Name:			SCRRA's	Overall DBE Goal	(%):	9%	SCRRA's SBE Contrac	t Goal (%):	n/a
Telephone #:			Prime's DE	BE Commitment (	%):		Prime's SBE Commitm	n/a	
Email Address:			\$ Paid to D	BEs this Reporting	Period:		\$ Paid to SBEs this Reporting Period:		
				d to DBEs to date:			Total \$ Paid to SBEs to date:		
			Race-Neut	ral DBE Participati	on % to date:	%	SBE Participation % to c	late:	%
	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:			Both	T enou	DBL/OBL to Date	r enormed (ocope)	Contract Award	Completed	DBL3/0BL3
Address:									
City, State, Zip Code:									
Phone #:									
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:	[mail:								
	Email:	Truckor							
Please select: Subcontractor Supplier/Regular Dealer	Broker Manufacturer	Trucker							
Verification of Payment Attached?		NO							
Comments and/or Good Faith E			eriod:						
This form can be duplicated to I	ist all DBEs/SBEs p	aid in this reporting	period.				* All	certified DBEs a	re also counted as SBEs.

# DBE AND SBE ADDITION/SUBSTITUTION/TERMINATION REQUEST FORM

# DBE AND SBE 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 <u>additional</u> DBE or SBE not previously listed to perform under this Contract.
- 2. Prime Consultant shall provide <u>written confirmation</u> from the DBE/SBE, 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/SBE <u>substitutions or terminations</u> require written justification from the prime Consultant and shall only be permitted for "good cause."
- 4. All requests for DBE/SBE additions/substitutions/terminations shall be in accordance with the Contract Specifications and are subject to prior written approval by the Authority.

SCRRA Contract #:	Contract Name/Title:									
Prime Consultant:		Date of Contract Award				Initial Contract \$ Value		: C	Current Contract \$ Value:	
Name of Person Completin	ng this Fo	rm:		Phone #:				Ema	il Address:	
Business Address, City, St				·						
Please provide the follow	ving infor	matior	n for eac	h proposed	JA C	DITIONAL DI	BE/SBE:			
DBE/SBE Firm Name:						t DBE or SBE h):	(or		ification letter attached? QUIRED) □ YES	
Business Address, City, State and Zip:								Phor	ne #:	
Contact Name:	ne: Email Address:			ddress:	Replacir		e Additional DBE/SBE lacing Another DBE or ?			
Summary of Proposed Sco	ope of Wo	ork:								
Proposed DBE/SBE Subco Amount:	ontract		Current P act Value	-					or 🗅 Supplier 🗅 Broker turer 🗅 Trucker	
Please provide the follow	ving infor	mation	n for any	DBE/SBE	SUE	STITUTIONS	/TERMIN/	ATIO	NS:	
					f Firm: □ Subcontractor blier □ Broker □ Regular □ Manufacturer □ Trucker					
State Reason(s) for Subst	itution/Ter	minatio	on (attach	all support	ing (	documentatior	n):			
Prime Consultant Signature: Date:					Date:					

FOR AUTHORITY USE ONLY:						
If NOT Approved, State Re	ason(s):					
Reviewed by (PM):	Name:	Signature:				
Reviewed by (CA):	Name:	Signature:				
Approved by (DBELO):	Name:	Signature:	Date:			

# EXHIBIT 7 – UNIFORM AUDIT AND ACCOUNTING GUIDE FOR AUDITS OF ARCHITECTURAL & ENGINEERING CONSULTING FIRMS

A copy of the Uniform Audit and Accounting Guide for Audits of Architectural & Engineering Consulting Firms is available at <a href="http://audit.transportation.org/Documents/UAAG-3%20FINAL.pdf">http://audit.transportation.org/Documents/UAAG-3%20FINAL.pdf</a>

# SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY METROLINK COMMUTER RAIL SYSTEM

# CONTRACT E740C-14 ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES

# ATTACHMENT A

# **SCOPE OF SERVICES**

# SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY METROLINK COMMUTER RAIL SYSTEM

# NO. E740C-14

# **ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES**

# **ATTACHMENT A - SCOPE OF SERVICES**

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# SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY METROLINK COMMUTER RAIL SYSTEM

#### CONTRACT NO. E740C-14

#### ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES

# ATTACHMENT A

#### SCOPE OF SERVICES

# 1.0 BACKGROUND

Metrolink is governed by the Southern California Regional Rail Authority (SCRRA), a joint powers authority that was formed in 1991 and comprises five county agencies that were tasked with reducing highway congestion and improving mobility throughout Southern California: Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino Associated Governments and Ventura County Transportation Commission.

SCRRA created Metrolink in October 1992 to fill a void in Southern California's transportation infrastructure. Our organization has served as the *link* between six Southern California counties by providing commuters seamless transportation connectivity options. Metrolink has grown tremendously during our 22 years in service, expanding from three service lines, 11 stations and 2,300 daily boardings to seven service lines, 55 stations and 44,000 average daily boardings, over a 512 route-mile network.

The first three lines (San Bernardino, Santa Clarita, and Ventura) started operation in October 1992. The Riverside Line started operation in June 1993, and the Orange County Line, which extends 19 miles into northern San Diego County, started operation in March 1994. The sixth line, Inland Empire-Orange County, began operation in October 1995. Most recently, SCRRA initiated service of the 91 Line (Riverside-Fullerton-Downtown LA) in May 2002.

# 1.1 SCRRA Mission Statement

SCRRA mission is to provide an outstanding passenger experience on every ride with safe, clean, dependable, and on-time operations.

SCRRA does **e**verything that demonstrates an appreciation for quality of life, and every act values the lives of our employees, contractor co-workers, customers and communities.

SCRRA operates on best practices and principles with a continued focus on providing high quality service to our customers every day on every ride.

SCRRA embraces innovative solutions and continuous improvement for the lowest cost and most efficient operations.

SCRRA continuously seeks creative, progressive and collaborative solutions to promote investment, develop partnerships and increase capacity to improve the mobility of Southern Californians.

Since 2008, Metrolink implemented several safety enhancements in its mission to become the safest commuter railroad in the nation. They include:

- Enhanced safety testing program that assesses the performance of contractor train crews
- Purchased 137 Guardian Fleet cars equipped with crash energy management technology
- Installed Automatic Train Stop technology at 49 locations to improve engineer situational awareness
- Became the first railroad company in the nation to install inward-facing video cameras in its locomotives
- Working to implement Positive Train Control technology throughout our system ahead of the federal mandate
- Partnered with the USC Viterbi School of Engineering to design and institute an advanced Rail System Safety Certification Program, an industry first that will pioneer efforts to standardize system safety leadership principles
- Awarded operating contract to Amtrak because of its commitment to passenger safety and complementary programs that enhance Metrolink's safety efforts

# 1.2 SCRRA System

SCRRA operates service on seven lines. These are:

- Ventura County Line
- Antelope Valley Line
- San Bernardino Line
- Riverside Line
- Orange County Line
- Inland Empire-Orange County Line
- Perris Valley Line (2015)
- 91 (Riverside-Fullerton-Downtown LA) Line

Figure 1 shows the primary routes of SCRRA System.

#### 1.3 Line Segments

The details regarding each line and other facts are shown on the SCRRA Fact Sheet which is available on the SCRRA website at www.metrolinktrains.com. Each line may be a combination of one or more subdivisions. The SCRRA operated and maintained segments and trackage Rights Segments are shown below:

SCRRA-Owned Segments	Length
Valley Subdivision	73.1
River Subdivision	3.5
River Subdivision - West Bank Line	3.8
River Subdivision - East Bank Line	4.5
Ventura Subdivision	36.2
Montalvo Subdivision	2.2
San Gabriel Subdivision	55.3
Orange Subdivision	41.9
Olive Subdivision	5.5
Pasadena Subdivision	14.0
Perris Valley Line	22.0
Redlands Subdivision	9.6
Rialto Industrial Track	2.4
Trackage Rights Segments	Length
BNSF San Bernardino Subdivision	67.8
BNSF San Jacinto Subdivision	16.3
UPRR Santa Barbara Subdivision	23.5
UPRR Los Angeles Subdivision	54.3
SDNR or NCTD San Diego Subdivision	60.1

# 1.4 **Project Location and Description**

The project includes the entire SCRRA/Metrolink owned system as shown on the system map and the table above.

# 2.0 GENERAL REQUIREMENTS

The SCRRA is seeking to award a contract to a highly qualified Engineering consultant to perform design, and other engineering services to the support annual capital improvement program of the Metrolink Commuter Rail system. SCRRA will also require engineering services for independent design reviews, check and audits of the work products produced by other consultants when the work is produced for counties or cities planning projects which impact the SCRRA system.

The selected Consultant(s) will provide, under direction of the Assistant Director, Standards and Design, Engineering, professional services to the SCRRA under Contract Task Orders (CTOs) for funded SCRRA projects. This may also include tasks to support SCRRA operations planning and analysis, maintenance of way and conceptual/preliminary engineering design of potential projects.

Selected Consultant or Joint Venture (including all partners) and Sub-Consultants shall avoid all conflicts of interest. Therefore, the selected Consultant's and/or Sub-Consultant(s) are prohibited from working for any consultant(s) hired to construct a project on which Consultant(s) or Joint Venturer (including all partners) and Sub-Consultant(s) participated in design.

SCRRA also requires engineering services related to providing independent design reviews, checks and audits on the work products produced by consultants (including Sub-Consultants) currently under contract to SCRRA, when the work is produced for counties or cities planning projects which impact the Metrolink system.

The Consultant or Joint Venture and Sub-Consultants must have a minimum of ten (10) years' experience in the design of railroad engineering, including track alignment, track structure including drainage, culverts, bridges, and special trackwork, as well as, signal systems and communications for commuter rail stations. Consultant team must provide the names of staff with railroad engineering experience that could be made available to provide the services under this proposal. The Consultant must be familiar with SCRRA engineering standards, operational requirements and grade crossing guidelines.

# 3.0 SCOPE OF WORK

The Consultant(s), under this contract, will be tasked to provide planning, design, cost estimating, specifications, scheduling, and bidding assistance. Cost estimating will be important at all stages to insure that the projects are being pursued within the confines of budget authority. Not all projects will progress through all stages. Performance on one or more stages of CTO work, will not guarantee the Consultant's will continue working on subsequent stages of the project.

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

Engineering designs will blend the best of current design and construction technology with efficient past practice of railroad engineering and standards. In particular, maximum use of existing standards for design and maintenance is required in order to produce an economical railroad infrastructure, which can be maintained by methods compatible with SCRRA's system.

The CTO's will authorize labor and contracted services, including Sub-Consultant and direct charges. Charges will be at labor rates, overheads, and profit fees as identified in the negotiated contract. (See Attachment D, Sample Contract). Examples of these potential CTO's are the design of maintenance and storage yards, bridges and structures, additional sidings and multiple main tracks, realignment of tracks, signals and communications, drainage improvements, highway grade crossing and grade separation improvements, and rehabilitation of existing track and structures. The Consultant's awarded a contract under this will coordinate with other consultants and agencies as requested by SCRRA. (Refer to SCRRA Design Procedures Manual).

The SCRRA currently has or will retain other consultants to perform professional services. In general, the following professional services will be provided by other consultants. This Consultant may be required to provide specific expertise in the following areas, if mentioned in the project CTO's:

- On-Call Professional Surveying, Mapping, Specialized Rail Management Design and PTC Database Development and Support Services.
- Project Management and Construction Management Services and Staff Assistance.
- Signal and Communications Design and Engineering Services

# 3.1 Railroad Engineering Services

Specific areas of expertise required by SCRRA for the selected Consultant (which may be offered either as the prime Consultant's or Sub-Consultant's expertise) shall be:

- Railroad structural design
- Railroad equipment maintenance facility design
- Special trackwork design
- Communications and Signal Professional Support as required to support agency studies, civil design and associated in-service staging and testing
- Railroad operations planning and modeling. Provide support in the analysis of alignment and plant configuration in relation to the operational effects and impacts of design prepared under any resultant contracts. Provide software modeling of alternative alignments and signal configurations using RTC
- Architectural design services for commuter rail facilities
- General civil site work, including drainage, grading and embankments, and utility relocations/connections

- Track alignment design, including survey to document existing track and to field check proposed designs
- Preparation of presentation material to be used to obtain project acceptance by funding agencies and/or other agencies having jurisdiction
- Engineering design for minor right-of-way, track and structure improvement work to be performed by maintenance forces under contract with SCRRA
- Surveying and as-built documentation of any modifications to the existing right-of-way, due to track and structure maintenance work. Support design development with field, aerial and existing survey information and data
- Updating/development of SCRRA Engineering Standards, manuals, specifications and Track Charts
- Review submittals and check designs developed under third party contracts.
- Grade crossing and/or right-of-way system safety program plan elements and/or reports
- Program management to include scheduling, estimating and development of short and long term capital programs
- Performing structural safety inspections
- Performing construction engineering inspections
- Produce and distribute semi-monthly, quarterly progress update reports, as required by SCRRA Design Procedures Manual.

# 3.2 Other areas of expertise that may be required

- Highway, traffic, and street design as associated with SCRRA Projects.
- Landscape Architectural Engineering design
- Electrical Engineering design
- Mechanical Engineering design
- Structural Engineering design
- Facilities design (HVAC, lighting, water, waste water, power)
- Locomotive and car maintenance facility design and modifications
- Constructability Analysis to assure best application of construction technology and simplify the design in order to reduce costs
- Project Study Report Preparation for funding application
- Conceptual design and budget development for capital improvement and/or maintenance projects
- Hydrologic and hydraulic studies
- Building architecture
- Signal and Communications

# 3.3 Independent Project Reviews

SCRRA will need a Consultant to perform reviews and design checks for SCRRA on the work product of other agencies or private developers design and work products when the work is produced by other public agencies or private developers, that may impact the SCRRA system. The Consultant(s) may be tasked to support the SCRRA during design reviews. The Consultant(s) shall be capable of providing personnel with the ability to perform constructability reviews of design and bid documents prepared by other consultants.

The Consultant(s) may also be tasked to develop and utilize a standard checklist for external project reviews. The list shall include items usual to adherence with SCRRA's near and long term plans as well as conformance to SCRRA's design criteria, standards, practices and SCRRA policies and procedures. To avoid a real or perceived conflict of interest and to allow for an SCRRA independent review of the external project, the Consultant shall not have any involvement with the development of the external project.

# 3.4 PTC System-Wide Engineering

The Positive Train Control (PTC) system is dependent upon an accurate track database, to allow trains to navigate across track segments and allow the onboard train's management computer to react to signals. To ensure these needs, the system-wide engineering effort includes developing new track charts, new "composite" right-of-way maps, interactive "head end" videos, and establishment of coordinates for all required PTC critical feature data points within sub-meter accuracy on each subdivision. Critical features are all integer milepost, signals, crossings, switches, interlocking, permanent speed restrictions, track detection circuits, and clearance points for every switch location installed on the main and siding tracks. Upon completion of the office and field mapping, the software containing the track database is developed, tested, validated and verified and then loaded onto the back office server and on-board systems. SCRRA must also validate the system assets including all signal systems, communication messaging loads and passenger/commuter train braking algorithms.

Prior to PTC operation in first quarter of 2014, it is essential that SCRRA Engineering, Operations and Maintenance personnel be familiar with how the PTC systems are intended to operate and how to address issues when component parts are not functioning properly. Additionally, rigorous Configuration and Change Management policies and processes must be established with clear well defined lines of responsibility and accountability. A training program will be developed to transfer knowledge of all PTC components, systems and system interfaces to the over 600 SCRRA staff and contractors who will need various levels of system training in conjunction with the implementation of PTC.

The Consultant may be tasked to provide assistance to SCRRA on PTC systemwide engineering & regulatory deliverables. The component of work includes rail corridor and track aerial mapping, field engineering support, PTC database development, general system assessment and validation, braking algorithm studies, submittals to regulatory agencies and staff training, track charts and composite maps, and track simulation modules. These services will be as per SCRRA's PTC Change Management Process.

Accurate and up-to-date reporting of field work activity, especially activity that result in changes in signal and track assets, Track Charts, Composite Maps, PTC database is important for safe railroad operations. The safe and efficient operation of the PTC System is dependent upon maintaining an accurate database of the SCRRA System. A strong Change Management Process is a critical necessity for SCRRA's real-time compliance with PTC systems. The combined efforts of PTC and Engineering & Construction Department's office, field operation and maintenance, and consultant personnel is crucial in providing safe environment during and after PTC implementation.

# 3.5 Traffic Engineering

The Consultant will be tasked to provide assistance to SCRRA to produce traffic engineering plans, and specifications in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) and Local, State, and Federal regulations. Traffic engineering services will include temporary traffic control plans for construction, intersection and roadway capacity analysis as well as traffic forecasts, turning movement data in the field, traffic projections, signal timing plans, traffic signal and signal system plans, traffic models, preemption calculations and design, and all related traffic studies and recommendations necessary for approval of the design of the various Local, State, and Federal governments.

# 3.6 Railroad Bridge Engineering

The Consultant will be tasked to provide assistance to SCRRA on railroad bridge design documents in accordance with SCRRA and AREMA regulations and requirements. The bridge engineering services will include bridge replacement, reconstruction, rehabilitation and repair design, bridge condition reports, preliminary bridge design and hydraulic reports, structural design of culverts, bridges, boxes, and retaining walls, foundation and substructures, seismic design, scour analysis and design, utility attachments, bridge sizing and geometrics, ratings, inspections, and bridge maintenance programs.

SCRRA prepared the Bridge and Tunnel Safety Management Policy (Policy) to meet the requirements of 49 CFR Part 237 Bridge Safety Standards and the 2008 Rail Safety Improvement Act, Section 414, Tunnel Information. The SCRRA bridge and tunnel safety management program consists of inspection, maintenance, verification, evaluation and assessment, rating, rehabilitation, modification, and when required, replacement of the structure. From time to time, SCRRA may require the services from the Consultant of the Railroad Bridge Engineer, Railroad Bridge Supervisor, and Railroad Bridge Inspector. The Consultant will provide these services as necessary. Refer to SCRRA's Bridge and Tunnel Safety Management Policy for the definitions, responsibilities, and requirements of these positions.

# 3.7 Prime or Sub-Consultant Services

- Railroad Surveying and Mapping
- Utility Location and Potholing
- Geotechnical Investigation and Design
- Signal and Communications
- Environmental engineering
- Right-of-way Engineering

# 4.0 CONSULTANT QUALIFICATIONS

The Consultant(s) is required to have the technical expertise and proficiency to perform design, and other engineering services that result in quality deliverables established under the CTO's. The Consultant is further required to have internal management capability to effectively control task assignments and costs, and to produce factual and detailed backup of charges invoiced. Consultant and Subconsultants must provide timesheets and payroll records that include labor classification, job titles, employee name, and labor rates.

The Consultant(s) shall demonstrate its technical skills and ability to produce and manage cost efficiently by using practical design solutions supporting SCRRA goals in regards to supporting commuter and freight rail operations. The Consultant shall also demonstrate its technical skills and ability to effectively support the construction management of its design or the designs of other consultants. The same skills and abilities will be required of the subconsultants.

The Consultant(s) shall be very knowledgeable of the Standards and Recommended Practices of the American Railway Engineering and Maintenance Association (AREMA), the Federal Railroad Administration (FRA), the California Public Utilities Commission (CPUC), and Interoperable Train Control (ITC) Committee (ITC).

The Consultant(s) shall demonstrate an understanding of the planning, design, construction and maintenance of existing and new railroad infrastructure. The Consultant shall also demonstrate experience in managing government funded projects, the ability to work within budgets using established overhead rates, and the ability to manage engineering and construction management support services in accordance with accepted engineering and construction principles. The Consultant shall further provide samples of accounting and invoicing on similar CTO work.

The Consultant(s) shall demonstrate past performance on similar projects related to cost control, quality of work, adherence to schedules, timely delivery of work, and response to errors and omissions.

# 4.1 Safety Requirements

The Consultant staff shall attend SCRRA's Roadway Worker On-Track Safety Instructions training and must pass associated tests before they may be allowed access to the Right-of-Way. Re-certifications for Roadway Worker On-Track Safety Instructions training are required each year. SCRRA uses other consultants for the necessary safety trainings. The Consultant shall make arrangement with the consultant for the training. The cost for the training will be at the Consultant's expense and SCRRA shall not be billed for attendance at this training.

Consultant's engineering support personnel intended to drive vehicles (Consultant's or Metrolink's, if available) during the performance of their work are required to have valid California driver's licenses and pass SCRRA safe driver course.

All Consultant personnel entering upon the SCRRA's right-of- way will be required to wear the required personnel protective equipment, at Consultant's cost, including eight inch high ankle support lace up work boots with safety (steel) toe, high visibility orange vest, safety glasses with side shields, hard hat, and if applicable hearing protection which comply with CFR 49 Part 214.113, 214.115 and 214.117.

# 5.0 CONSULTANT STAFF QUALIFICATIONS

The Consultant shall provide appropriately skilled staff for the project, led by a Project Manager who will represent the Consultant to the SCRRA and who will lead the project, including the direction of any Subconsultants. The Project Manager and other key personnel will provide the necessary support and expertise to complete the project. The consultant will determine what personnel are considered "key project personnel". Personnel identified as "key project

personnel" may not be replaced without the approval of SCRRA'S Assistant Director, Standards and Design.

# 5.1 **Project Manager**

The Consultant's Project Manager will function as the team leader and the primary interface among the project team, SCRRA's Assistant Director, Standards and Design and the Consultant. The Consultant's Project Manager shall have demonstrated successful completion of similar projects and be knowledgeable about railroad tracks, grade crossings, bridges, track charts, composite maps, PTC database, head end interactive videos, and their application to commuter railroad facilities.

The Consultant's Project Manager shall manage scope, schedule, and budget for a multi-discipline project team on major projects. The proposed Project Manager shall be a licensed civil engineer in the State of California. A licensed civil engineer qualified in another state will be acceptable if he/she shall obtain State of California registration within a one year period from the start of this contract. Project Manager will be considered a "key project personnel" and will not be replaced without the approval of SCRRA's Assistant Director, Standards and Design.

The Consultant's Project Manager shall have the Authority to negotiate and execute the contract and subsequent CTO's. The Consultant Project Manager will be responsible and in charge of the work performed under this contract.

The Consultant's Project Manager shall have experience in the development, implementation and control of Contracts of this type and size through the use of CTO's or similar contractual methods. The Consultants' Project Manager shall also have experience in supervising personnel in remote (field or Client's office) locations.

The Consultant Project Manager shall have a 10 to 15 years senior level project management experience in Class 1 freight, or commuter passenger rail system, including railroad track, signal, crossing and bridge projects. The Consultant Project Manager must possess organizational, technical and team building skills to manage and coordinate multidisciplinary teams. The Consultant Project Manager shall be committed for the entire project term and shall not be changed without SCRRA's prior approval. SCRRA may also require replacement of the Consultant Project Manager if project performance is not acceptable.

# 5.2 Other Key Project Staff

The Consultant Project Manager and key staff are required to be available throughout the term of the project. The Project Manager shall directly manage the Consultant staff and Subconsultants and shall be available on a monthly basis for meetings and other project activities involving the SCRRA Assistant Director, Standards and Design and others.

When the SCRRA issues a request for contract task order (CTO), the Consultant shall identify the major disciplines needed to execute the project scope and shall propose key project staff for each of the relevant disciplines.

Key project staff shall have expertise commensurate with project requirements. Experience with similar railroad corridor track, building, bridge, station, and grade crossing design projects is required.

Key staff shall be committed for the entire project and shall not be changed without the SCRRA Assistant Director, Standards and Design's approval. The SCRRA may also require replacement of key staff if project performance is not acceptable.

# 5.3 Job Classifications

The job classifications and grade will be based on general characteristics, technical responsibilities, managerial responsibilities, direction received, communication skills, typical titles and grades, experience, education, and licenses. The Exhibit A-1 summarizes the criteria to be used for job classifications and grades. The titles will be determined for the Consultant and Subconsultants prior to determination of the labor rates and prior to execution of the contract documents.

# 6.0 CONSULTANT PROJECT MANAGEMENT

SCRRA uses Project Management to deliver quality projects that are timely and cost-effective. The purpose of the Project Management is to deliver projects within scope, schedule and cost, anticipate and respond to issues before they become problems, communicate effectively, manage changes, and manage risks.

The Consultant(s) shall demonstrate experience in managing government funded projects, the ability to work within scope, budget and schedule and the ability to manage design and construction management services within established engineering standards.

The overall process shall be compatible with the SCRRA Design Procedures Manual.

# 6.1 Organization

The Consultant shall provide a project organization chart that will describe the structure of the project team including the name and roles of all key personnel,

the name of the consultant by which they are employed, and line of communication. The organization description shall define roles, relationships, and responsibilities for the Consultant, both in terms of the Consultant's involved and staff involved.

# 6.2 Project Work Plan

When a request for contract task order (CTO) is issued by the SCRRA, the Consultant will prepare a Project Work Plan (PWP). The PWP shall provide details of how the Consultant will manage the project and accomplish the specific work tasks. The PWP shall include a proposed schedule and shall describe how the Consultant will control the schedule. The PWP shall also include a schedule recovery plan for situations when the Consultant fails to meet milestones.

# 6.3 Schedule Management Plan

Time management plan ensure timely completion of the project. The Consultant will provide time management plan that illustrates its techniques to produce resource loaded critical path schedules. Baseline schedule shall be on Critical Path Method (CPM) network scheduling. Consultant will utilize the latest version of Primavera P6 Professional Project Management software.

#### 6.4 Communication Plan

Consultant must provide Project communication plan ensure the timely generation, collection, dissimilation, storage, and disposition of proper information. The Consultant shall provide communication plan that illustrates its communication strategy, distribution of information, filing of data and archive records.

Primary contact with the project team and with the SCRRA Engineering and Construction Department shall be through the SCRRA's Assistant Director, Standards and Design, who will be advised of all additional communications with SCRRA staff.

The Consultant is responsible for all internal communications, including Subconsultants.

# 6.5 Cost Management Plan

Project cost management plan ensure that the project is completed within the approved budget. The Consultant will provide a cost management plan that illustrates its techniques to develop budgets, manage actual expenditures, and compare actual expenditures to planned expenditures.

The SCRRA will require the successful Consultant to provide a resources/cost

loaded schedule for most of the projects assigned under this Contract. The Consultant shall provide all resource/cost schedules, hard copy and electronically, in Primavera P6. In addition to the resource-loaded schedule, the Consultant will be required to provide a monthly status report for the Consultant contract and for the overall project, and for each task order. The report for the Consultant will show progress and cost status (planned vs. actual), as well as changes in scope, schedule, and budget.

# 6.6 QA/QC Plan

The Consultant is required to have an effective quality assurance/quality control process, which defines the procedures that govern the initiation, progress and execution of design work. The Consultant shall provide specific information on qualifications, experience and roles of the QA/QC manager and other personnel involved in QA/QC, and have experience in drawing checking, constructability checks, and estimating.

# 6.7 General Procedure to Issue a CTO

Individual CTOs will be negotiated between the SCRRA and the Consultant's(s) through a process of joint development. SCRRA will request in writing that the Consultant's submit an estimated contract task order which will include, work plan, milestone schedule, scope of work and deliverables for a project. This estimate will be used to develop a final approved CTO. The approved CTO will specify the scope, schedule, and budget, as well as identifying who will be assigned to the task by name, classification, estimated hours and hourly rate for the subject task and Subconsultant(s), if any. The schedule of the CTO will specify interim and final milestone deliverables. Contract Task Orders may be for planning, design (preliminary or final), or other support as required.

The SCRRA Design Procedures Manual provides additional detailed instruction to the Consultant as to form and content of CTO proposals including fully loaded cost and resource schedule.

# 7.0 SUB-CONSULTANTS

# 7.1 Railroad Surveying and Mapping

Consultants shall provide one separate Sub-Consultant Railroad surveyors on their Sub-Consultant team, if the Prime Consultant does not have this capability.

The Surveying and Mapping Sub-Consultant will perform all the necessary tasks required to perform all survey services necessary to prepare the engineering design and construction plans. Surveying services will include base mapping, legal descriptions, boundary surveys, topographic surveys, right-of-way surveys, etc. Survey services and deliverable data must be in accordance with SCRRA's current design criteria and procedures. Survey services must also comply with all pertinent State and Federal rules.

A. Minimum Qualifications

The railroad survey crew members must have significant railroad experience including a minimum of seven (7) years of railroad surveying experience in Class 1 Freight or Passenger Rail Systems. Preference will be given to crews who have worked the last three (3) years together and consecutively on same system. It is acceptable for the crew to have a combined history of seven (7) years of railroad experience, as long as at least one crew member has at least four (4) years of experience. The individual in responsible charge of the work must be a Licensed Land Surveyor or Land Surveyor In Training, licensed to practice in the State of California. It is preferred to have a licensed Land Surveyor on the survey crew.

B. Knowledge and Abilities

The California State Plane Coordinate System; track safety and Roadway Worker Protection policy; train time tables, general orders and maintenance of way general orders; photogrammetric mapping procedures; principles and practices of boundary determination; land title research and surveying; legal descriptions of real property; methods and terminology used in searching for land titles and factors involved in determining ownership of property; real property acquisition and mapping laws pertaining to the public and private ownership of real property; documentation of facilities; the Land Surveyors Act; of the Subdivision Map Act; procedures for planning, design, right of way and construction as they relate to Railroads; track specifications; special track work; methods, equipment and materials used in surveying and mapping of railroad track.

# C. Special Knowledge of Railroad Track Alignments

Consultant/subconsultants performing railroad surveys must be able to:

- Apply railroad specifications and track design standards to field engineer track alignment designs,
- To insure the continued operation of freight and passenger trains;
- Perform regression analysis of existing track geometry;
- Understand and comply with CPUC and FRA regulations;
- Perform calculations on existing track, track structures, turnouts and crossovers in the field;
- Perform calculations and field layout of track and track structures including horizontal, vertical, simple curves, spiral curves and super

elevation; perform calculations for design and operating speeds for freight and passenger tracks;

- Work together with railroad maintenance and construction Consultant's to insure the quality and precision of the track work;
- Perform track inspection of track profile and alignment and generate reports to SCRA or its representative;
- Perform the duties required of the Railroad Surveyor while under active track construction for heavy rail construction projects;
- Understand and comply with SCRRA Safety Rules and the FRA's Roadway Worker Protection Policies.

These Railroad Surveyors must be equipped and experienced with state of the art survey equipment and computer systems, and field to finish systems including GPS, Total Stations, data collection systems, field laptop computers, and robust office computers.

# 7.2 Utility Location and Potholing Sub-Consultant

Consultants shall provide one separate utility potholing Sub-Consultant on their Sub-Consultant team, if the Prime Consultant does not have this capability.

The utility potholing Sub-Consultant will perform all the necessary tasks required to identify the type, size and ownership of all existing, abandoned, and/or out of service underground utilities, and establish their precise horizontal and vertical location for SCRRA projects. This process shall be conducted in accordance with industry methods and practices.

The Sub-Consultant shall provide all equipment, personnel and supplies required to perform the potholing task and other services. The Sub-Consultant shall obtain all necessary permits from city, county or other municipal jurisdictions, to allow the Sub-Consultant to work in existing streets, roads and right-of-ways.

# 7.3 Geotechnical Sub-Consultant

Consultants shall provide one separate geotechnical Sub-Consultant on their Sub-Consultant team, if the Prime Consultant does not have this capability.

The geotechnical Sub-Consultant will provide general geotechnical engineering, including, but not limited to, preparation of soil reports, review of existing soil boring and other geotechnical data; coordinating and oversight of field and lab testing of soils; laboratory testing and engineering analyses to develop design criteria for foundations; review of data to assess potential localized faulting; seismic and geological studies; interpretation of vertical stereoscopic aerial photographs to identify landslides; seismic refraction surveys to determine ability to excavate subsurface materials; cut and fill slope designs; develop earthwork criteria including suitability of on-site materials for use as fill and backfill,

compaction criteria, fill sub-drainage, and keying and benching details; and determine geological hazards. The same Sub-Consultant shall also be required to perform site investigations and testing related to contaminated materials (Phase 1, 2 and 3), environmental due diligence, provide recommendations for site remediation and provide other related environmental since related services.

The Sub-Consultant shall assign key personnel who have experience in their discipline, have performed detailed design themselves for their discipline and have demonstrated their capabilities on at least five projects within the last five years.

#### 7.4 Signal and Communications Sub-Consultant

Consultants shall provide one separate Signal and Communications Sub-Consultant on their Sub-Consultant team, if the Prime Consultant does not have this capability.

Specific areas of expertise required of the Signal and Communications Sub-Consultant shall include, but not limited to, the following:

- Provide detailed circuit plans for new or modifications to existing ABS, allrelay interlocking, Positive Train Control, and/or CTC wayside signaling utilizing micro-processor based control points with ATCS data radio, microwave, fiber optic, global positioning systems, and/or lease line, control and indication networks and electronic coded and/or source battery track circuits;
- Develop signal aspect strings based upon established SCRRA safe braking criteria;
- Determine track circuit and insulated joint configurations;
- Provide design Interface with SCRRA data radio, telco lease line, microwave, GPS, and/or fiber optic control and indication systems;
- Interface with concurrent track rehabilitation and new capital projects;
- Development of detailed material lists;
- Oversee, perform and/or assist in final testing and acceptance of the completed system;
- Update the original circuit plans to incorporate all as-built conditions, including underground facilities location plan/drawing;
- Provide detailed circuit plans for new or upgraded automatic highway-rail and/or pedestrian at-grade crossing warning systems utilizing relay based control equipment, and/or electronic constant warning time devices, including vehicle detection loop associated hardware and software, and solid state crossing warning controllers and local and remote monitoring equipment;
- Establish appropriate crossing warning approaches based upon maximum authorized train operating speeds, SCRRA design criteria, and specific location design configuration requirements, including highway traffic advance preemption times ;

- Provide recommended crossing warning configuration;
- Provide design of interface / interconnection with adjacent highway traffic signals;
- Provide detailed circuit checking of circuit plans developed by SCRRA or by another Consultant(s), to include review of operational efficiency of proposed design;
- Provide signal and communications design and technical specification documentation for insertion into general, track, or structures related construction solicitation packages (Invitation for Bid (IFB) or Request for Proposal ();
- Provide programming for vital micro-processor controllers such as the GETS Electrologic unit, VHLC unit and Electrocode unit. Programming shall conform to established industry standards and practices;
- Provide survey of field locations to determine status and optimal operational efficiency of existing and/or proposed signal and communications system(s). A written report of findings and/or recommendations for modification shall be prepared when so specified in the CTO;
- Provide on-site inspection of signal and communications related construction activities performed by SCRRA contractors, or by outside agencies;
- Provide on-site preliminary and final in-service testing and acceptance of signal and communications facilities, including all required support documentation;
- Provide CADD services to supplement SCRRA staff in organizing and updating SCRRA's library of C&S drawing files. This activity may be required to be performed using SCRRA CADD facilities or may be performed off-site at the Consultant's facility;
- Provide fiber optic study analysis reports, installation concept, design, equipment configuration, programming, cost-benefit analysis report and as-needed technical support;
- Provide cost and feasibility study analysis reports, concept plans, designs, system information, recommendations, and technical support for potential migration to Positive Train Control system;
- Provide industry best practices for railroad (highway-rail grade crossing, communications systems, wayside signals, switches, fiber optic systems, hazard detector, etc.) maintenance and rehabilitation studies and reports and recommended practices.
- Provide review and refinement of the SCRRA's "Train Control Software Configuration Management Plan" to ensure compliance as outlined in FRA's "Standards for Development and Use of Processor-Based Signal and Train Control Systems";
- Provide railroad passenger station communications and pedestrian crossing/pathway designs;
- Provide technical studies and reports related to the planning, design and justification of railroad related construction and rehabilitation projects;
- Railroad operations planning and modeling Provide support, including recommended alignments and signal configurations, in the analysis of

alignment and plant configuration in relation to the operational effects and impacts of design prepared under any resultant contracts;

- Provide independent reviews of designs developed by other consultants and agencies impacting Metrolink service property including reviews for adherence with SCRRA strategic plans, design criteria, standards, policies and procedures;
- Develop and recommend highway-rail grade crossing safety enhancements and improvements and/or right-of-way system safety program plan elements and/or reports;
- Provide in-service system testing and commissioning, including all required work plan, test results, and regulatory testing documentation. All documents are to be signed by test engineer performing/overseeing the testing and/or commissioning process.

# 7.5 Environmental Sub-Consultant

Consultants shall provide one separate environmental sciences Sub-Consultant on their Sub-Consultant team, if the Prime Consultant does not have this capability.

The environmental Sub-Consultant will provide general environmental services to obtain permits under Clean Water Act, NEPA, CEQA and NPDES permits. The services will include documentation and reports for historical and cultural resources, wildlife and threatened and endangered species, traffic noise analysis, air quality, site investigations, categorical exclusions, archeological assessments, and historic preservation analysis.

The Sub-Consultant shall assign key personnel who have experience in their discipline, have performed detailed design themselves for their discipline and have demonstrated their capabilities on at least five projects within the last five years.

# 7.6 Right-of-Way Engineering Sub-Consultant

Consultants shall provide one separate right-of-way engineering Sub-Consultant on their Sub-Consultant team, if the Prime Consultant does not have this capability. If this right-of-way engineering work can be done by the railroad surveying Sub-Consultant as per Section 7.1, there will be no need for a separate right-of-way Sub-Consultant.

The right-of-way Sub-Consultant shall provide, as per SCRRA request, boundary maps, monumentation maps, survey control maps, record of survey, subdivision maps, legal descriptions, deeds, parcel maps, appraisal maps, certificate of compliance with the California Subdivision Map Act and marking of parcel/right-of-way for appraisal and other right-of-way engineering services. All surveying and mapping work shall be in accordance with State law and local regulations,

procedures and instructions contained in the Caltrans Right-of-Way Manual and Caltrans Survey Manual.

# 8.0 DESIGN MANAGEMENT CONTROL PROCEDURES

The Consultant will be required to utilize SCRRA's established practices, manuals, criteria and SCRRA Engineering Standards in its preparation of design documents in accordance with local, state, federal and other applicable codes and standards. The Consultant will further be required to adhere to SCRRA established policies and procedures in support of construction management.

The SCRRA's established policies and procedures are contained in the below listed documents:

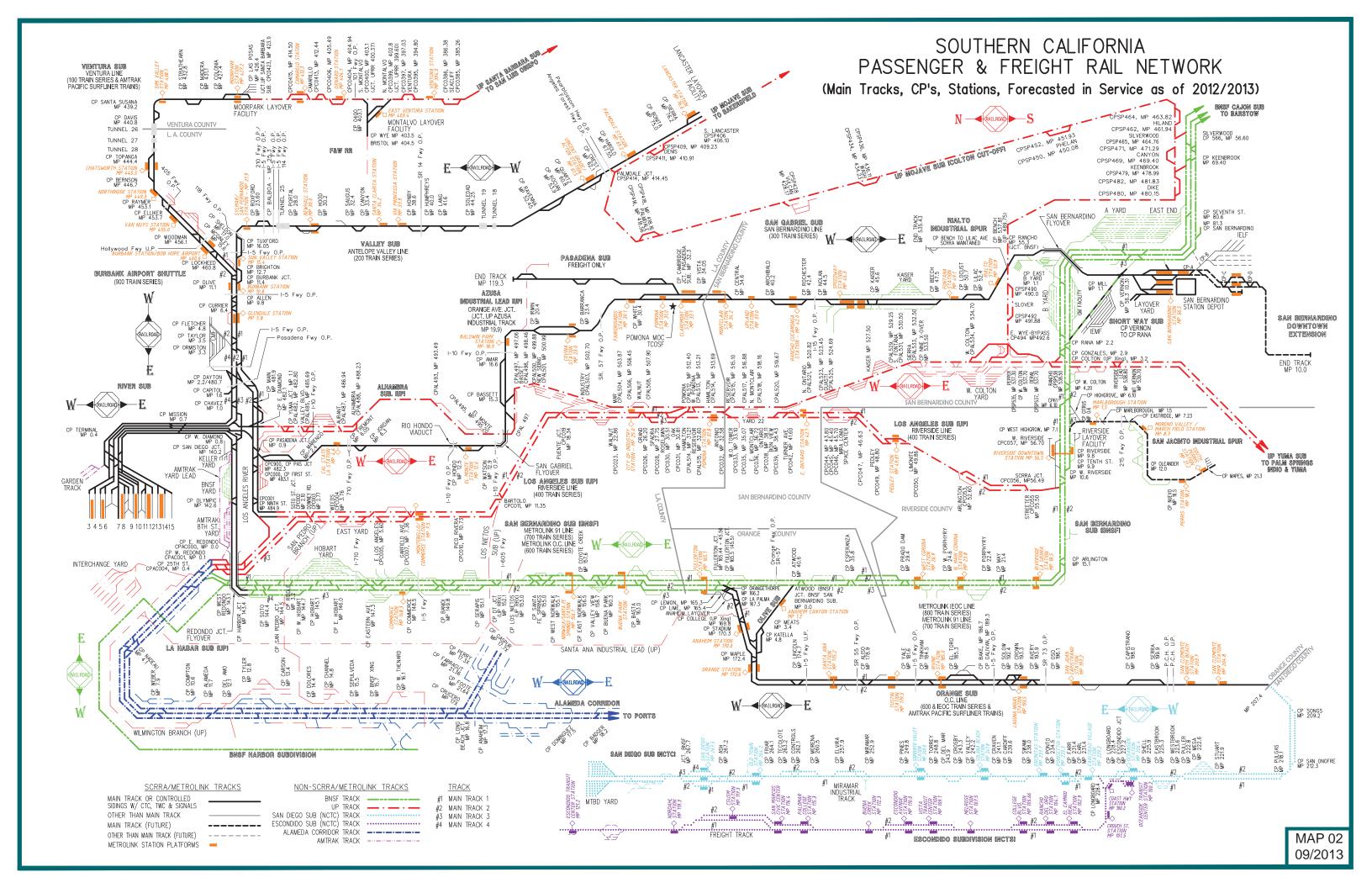
- SCRRA Engineering Standards
- SCRRA Standard Specifications
- SCRRA Design Criteria Manual
- SCRRA Design Procedures Manual
- SCRRA Design Quality Assurance Manual
- SCRRA CADD Standards
- SCRRA Track Maintenance, Right-of-Way & Structures Engineering Instructions
- Standard Operating Procedures (SOPs)
- SCRRA Highway-Rail Grade Crossings Recommended Design Practices and Standards Manual
- Grade Separation Guidelines
- Excavation Support Guidelines
- Landscape Design Guidelines
- Rails-with-trails Design Guidelines
- Quiet Zone Implementation Guidelines and Procedures
- SCRRA Temporary Traffic Control Guidelines
- SCRRA Train Control Software Configuration Management Plan
- SCRRA Instructions Governing Installation, Maintenance, Inspection and Testing of Signal Apparatus and Signal Systems
- SCRRA Communications and Signal CADD requirements
- SCRRA Communications and Signal Standard Specifications

Unless stated specifically to the contrary, each CTO for services will include the requirement that the policies and procedures contained in the above manuals are to be followed.

# FIGURE 1 – METROLINK SYSTEM MAP



# FIGURE 2 – SOUTHERN CALIFORNIA PASSENGER & FREIGHT RAIL NETWORK



# FIGURE 3 – SCRRA SERVICE TERRITORY SYSTEM WIDE STATION MAP

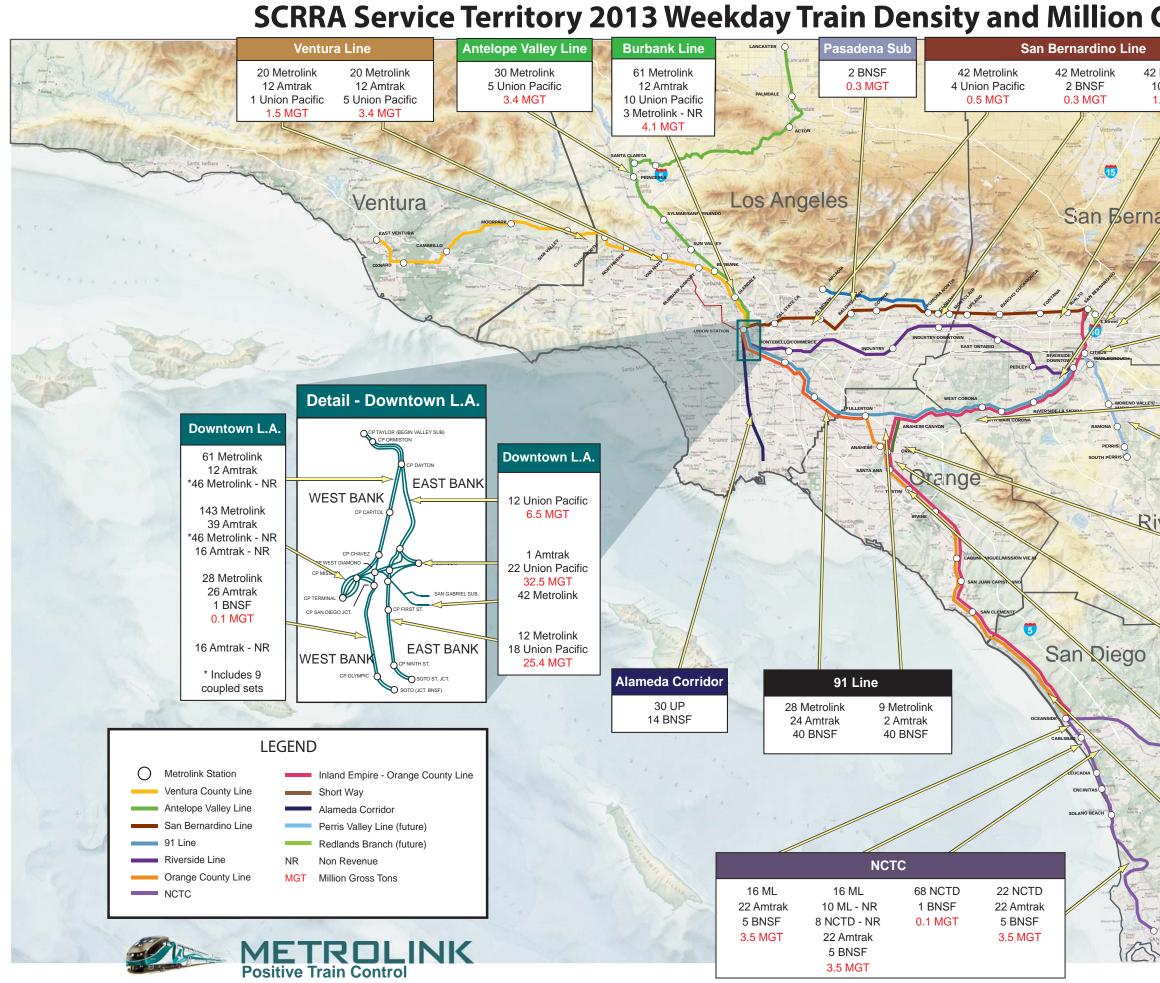


# FIGURE 4 – SCRRA COMMUNICATION NETWORK



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# FIGURE 5 – SCRRA SERVICE TERRITORY 2013 WEEKDAY TRAIN DENSITY AND MILLION GROSS TONS



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			09/2013

# FIGURE 6 – SUMMARY OF SCRRA RAIL INFRASTRUCTURE ASSETS AND KEY CHARACTERISTICS

CATEGORY	SEGMENT	MILEPOST LIMITS	SUBDIVISION / BRANCH LINE	ROUTE MILES	SIGNALIZED MAIN TRACK & CONTROLLED SIDING WITH CTC - MILES	SIGNALIZED TERMINAL TRACK WITH CTC - MILES	SIGNALIZED MAIN TRACK WITH TWC AND WITHOUT CTC - MILES	OTHER THAN MAIN TRACK, NON-SIGNALIZED YARDS AND BRANCH LINES - MILES	MAIN TRACK #24 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #20 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #14 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #10 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #24 WOOD TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #20, #20 EO WOOD TIE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN FRACK #14 WOUD THE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS) MAIN & REV TERMINAL #10 WOOD THE TURNOUTS	(INCLUDES TURNOUTS IN CROSSOVERS) MAIN & PEV TERMINAL #0 WOOD TIF TUBNOUTS	(INCLUDES TURNOUTS IN CROSSOVERS)			AT GRADE TRACKS / DIAMOND CROSSINGS PASSFINGER YARD AND SLIPPORT TRACKS	#10, #9, #8, #7, & 8,5,5,60 TURNOUTS (NOT MAIN TRACK OR CONTROL SIDING)	STATIONS	STATION PLATFORMS	PEDESTRIAN AT GRADE CROSSING AT STATIONS	PUBLIC AT-GRADE CROSSINGS	PEDESTRIAN ONLY PUBLIC AT-GRADE CROS	PRIVATE VEHICULAR & PEDESTRIAN AT-GRADE CROSSINGS (NOT INCLUDE CROSSINGS AT STATIONS)	MAXIMUM AUTHORIZED PASS./FRT. SPEED (MPH)	AVERAGE PASS, FRT. VELOCITY NOT INCLUDING STOPS (MPH)	MAXIMUM % GRADE / MAXIMUM DEGREE OF CURVE	RAILROAD BRIDGES ONLY (NOT INCLUDE STREETS, HIGHWAYS, & PEDESTRIAN UNDERPASSES)	OVERPASSES	HIGHWAYS, STREETS, & PEDESTRIAN UNDERPASSES	TUNNELS	CONTROL POINTS	POWER SWITCH MACHINES AT TURNOUTS AND DERAILS	SIGNALS - WAYSIDE SIGNAL MASTS, BRIDGES, CANTILEVERS, DWARFS	PTC ANTENNA (TILT DOWN TOWERS) / BASE STATION / MONOPOLES (MW) / WLAN	WAYSIDE SIGNAL HOUSES / BUNGALOWS (NOT INCLUDE GRADE CROSSINGS)	GRADE CROSSING SIGNAL HOUSES	TRACK CONNECTIONS FROM CONTROLLED SIDINGS TO MAIN TRACKS WITHOUT DERAILS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDINGS WITH HAND THROW TURNOUTS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDINGS WITH HAND THROW DERAILS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDINGS WITH POWER DERAILS	INDUSTRY, SET OUT AND OTHER SPUR TRACKS WITH DERAILS NOT INTERCONNECTED TO THE SIGNAL SYSTEM	INDUSTRY, SET OUT AND OTHER SPUR TRACK CONNECTIONS TO MAIN TRACK &CONTROLLED SIDINGS WITHOUT DOUBLE POINT DERAILS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDING WITHOUT DERAILS
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
AIN TRACK	A	0.00 to 3.67 140.05 to 144.40 480.90 to 485.20	River (Eastbank & Westbank)	11.56	23.00	3.79	0.00	3.14	0	0	0	0	0	13	33 :	32	3	40	1	9	11	1	6	0	2	0	2	79/40	56/33	2.99/ 6° 17'	7	37	12	0	20	128	156	21/1/0/8	30	3	2	3	1	4	1	12	9
IZED M/	В	3.67 76.64	Valley	72.97	94.73	0.00	0.00	2.02	0	0	0	0	5	16	16 <sup>-</sup>	19	0	0	0	0	0	10	13	8	51	5	13	79/60	68/48	2.50/ 10° 15'	44	35	18	3	26	42	142	46/1/3/0	73	42	20	16	8	2	3	19	11
SIGNALIZE	C	426.40 462.60	Ventura	36.19	52.09	0.00	0.00	0.73	0	0	0	0	0	17	7	17	0	0	0	0	3	6	9	5	33	2	2	79/60	70/44	1.17/ 6° 15'	35	9	12	3	12	21	76	20/0/4/0	33	26	8	18	9	0	2	17	11
ATED & MAINTAINED S	d solled	403.10 403.50	Montalvo East	0.38	0.38	0.00	0.00	0.00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	15/10	15/10	0.48/ 10° 00'	0	2	0	0	0	0	0	1/0/1/0	0	1	0	0	0	0	0	0	0
	E	402.90 404.70	Montalvo West	1.73	1.08	0.00	0.92	0.06	0	0	0	0	0	0	0	3	0	0	0	0	0	1	1	0	3	0	2	15/10	15/10	0.48/ NO CRV	1	2	0	0	1	2	6	0/0/0/0	2	2	0	2	2	0	2	0	2
ATED 8	GNA E	0.90	San Gabriel	55.60	72.50	0.29	0.00	1.19	0	0	0	0	0	14	6	54	0	8	4	0	6	13	19	6	78	3	4	79/55	70/40	2.99/ 10° 00'	26	34	25	0	22	51	122	39/2/5/1	60	69	9	28	26	6	16	45	9
A OPER	G	165.50 207.40	Orange	41.81	75.92	0.00	0.00	3.05	7	6	6	10	0	24	1 :	20	0	1	0	2	0	10	16	1	38	8	3	90/55	78/50	1.28 / 7° 13'	35	29	24	0	21	66	128	3/0/0	52	36	6	18	16	5	11	18	3
SCRR	н	0.00	Olive	5.71	6.40	0.00	0.00	0.00	0	1	0	1	0	1	0	6	0	0	0	0	0	1	1	0	11	0	0	70/40	58/39	0.80/ 3° 43'45'	4	0	1	0	2	1	7	3/0/0	7	8	1	4	3	0	3	6	3
	SA	SUBTO	OTAL A to H	225.95	326.10	4.08	0.92	10.19	7	7	6	11	5	85	63 1	52	3	49	5	11	20	42	65	20	217	18	26	N/A	N/A	N/A	152	148	92	6	104	311	637	65/5/13/1	1 257	187	46	89	65	17	38	117	48
CRRA & C	I S	56.50 57.70	Redlands First Mile	1.20	2.86	0.44	0.00	0.00	0	0	0	0	0	0	0	11	0	0	0	0	0	1	3	0	3	1	0	30/20	30/20		0	2	0	0	4	11	10		4	3		0	0		0	0	0
TURE S	SIDING	0.00	Perris Valley	20.77	0.00	20.77	0.00	0.23	0	0	0	0	0	0	3	6	0	0	0	1	1	4	4	0	19	0	0	90/55	60/29	2.20/ 10° 45'	2	9	0	0	6	4	31		4	19		4	4			8	4
E C	SB		OTAL I to J	21.97	2.86	21.21	0.00	0.23	0	0	0	0	0	0	3	17	0	0	0	1	1	5	7	0	22	1	0	N/A	N/A	N/A	2	11	0	0	10	15	41		8	22		4	4		0	8	4
	SC	SUBTO	TAL SA & SB	247.92	328.96	25.29	0.92	10.42	7	7	6	11	5	85	66 1	69	3	49	5	12	21	47	72	20	239	19	26	N/A	N/A	N/A	154	159	92	6	114	326	678		265	209		93	69		38	125	52
M&C	K K	119.35 105.40	Pasadena	13.71	0.00	0.00	16.52	0.00	0	0	0	0	0	0	0 ·	12	0	2	0	0	0	0	0	0	36	0	1	40/40	40/40	0.61/ 15° 00'	40	5	5	0	0	0	16		5	25		15	0		0	5	8
SCRRA O&M	L RANCH L	403.50 404.70	Rialto	2.33	0.00	0.00	0.00	2.61	0	0	0	0	0	0	0	1	0	0	3	0	4	0	0	0	11	0	0	10/10	10/10	1.54/ 3° 00'	0	0	1	0	0	0	0		0	0		3	0		0	3	3
sc	SD		OTAL K to L	16.04	0.00	0.00	16.52	2.61	0	0	0	0	0	0	0 ·	13	0	2	3	0	4	0	0	0	47	0	1	N/A	N/A	N/A	40	5	6	0	0	0	16		5	25		18	0		0	8	11
	SE	SUBTOT	AL SA, SB, SD	263.96	328.96	25.29	17.44	13.03	7	7	6	11	5	85	66 1	82	3	51	8	12	25	47	72	20	286	19	27	N/A	N/A	N/A	194	164	98	6	114	326	694	65/5/13/1	1 270	234		111	69		38	133	63

#### Col# Note/Remarks

Col# Note/Remarks
24 Not include service crossings.
28 When two different type of structure is used to support tracks at the same area, it shall be counted as 2 railraod bridges.
29 Overhead structures are counted by DOT numbers. For example, HWY 110 N and S have the same DOT number, it's counted as ONE overhead structure, Overhead railroad bridges without DOT # should also be counted.
35 WIU's need to be compiled and verified by Signal engineers.
36 Signal houses adjacent to grade crossing to be counted as grade crosing signal houses. Signal Engineers to verify.
39 to 41 These include track connections to main line and also to CTC controls sidings. When a crossover is between a SCRRA main track and other than SCRRA track, and are formed by hand throw turnouts, it shall be counted as a track connection.
42 General assumption: if there is a U5 box installed next to derails, the derails is connected to signal system. For Orange Sub, it is assumed that all derails installed as part of MSEP project are connected to the signal system.

Data as of: September 2013 Revised: September 1, 2013

# FIGURE 7 – SUMMARY OF SCRRA, BNSF, UPRR, NCTD KEY INFRASTRUCTURE ASSETS AND KEY CHARACTERISTICS

CATEGORY	SEGMENT MILEPOST LIMITS	SUBDIVISION / BRANCH LINE	ROUTE MILES	SIGNALIZED MAIN TRACK & CONTROLLED SIDING WITH CTC - MILES	SIGNALIZED TERMINAL TRACK WITH CTC - MILES	SIGNALIZED MAIN TRACK WITH TWC AND WITHOUT CTC - MILES	OTHER THAN MAIN TRACK, NON-SIGNALIZED YARDS AND BRANCH LINES - MILES	MAIN TRACK #24 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #20 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #14 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #10 CONCRETE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN TRACK #24 WOOD TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS) MAIN TRACK #20, #20 EQ WOOD TIE TURNOUTS	(INCLUDES TURNOUTS IN CROSSOVERS) MAIN TRACK #14 WOOD TIE TURNOUTS (INCLIDES THENOITS IN CROSSOVERS)	MAIN & REV. TERMINAL #10 WOOD TIE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN & REV. TERMINAL #9 WOOD TIE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN & SIGNALIZED REV. TERMINAL #8 & #8 DSS WOOD TIE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	MAIN & REV. TERMINAL #7 WOOD TIE TURNOUTS (INCLUDES TURNOUTS IN CROSSOVERS)	AT GRADE TRACKS / DIAMOND CROSSINGS	PASSENGER YARD AND SUPPORT TRACKS #10, #9, #8, #7, & 5.5 EQ TURNOUTS (NOT MAIN TRACK OR CONTROL SIDING)	STATIONS	STATION PLATFORMS	PEDESTRIAN AT GRADE CROSSING AT STATIONS	PUBLIC AT-GRADE CROSSINGS	PEDESTRIAN ONLY PUBLIC AT-GRADE CROSSINGS	PRIVATE VEHICULAR & PEDESTRIAN AT-GRADE CROSSINGS (NOT INCLUDE CROSSINGS AT STATIONS)	MAXIMUM AUTHORIZED PASS./FRT. SPEED (MPH)	AVERAGE PASS/FRT. VELOCITY NOT INCLUDING STOPS (MPH)	MAXINUM % GRADE / MAXINUM DEGREE OF CURVE	RAILROAD BRIDGES ONLY (NOT INCLUDE STREETS, HIGHWAYS, & PEDESTRIAN UNDERPASSES)	OVERPASSES	HIGHWAYS, STREETS, & PEDESTRIAN UNDERPASSES TUNNELS	CONTROL POINTS	POWER SWITCH MACHINES AT TURNOUTS AND DERAILS	SIGNALS - WAYSIDE SIGNAL MASTS, BRIDGES, CANTILEVERS, DWARFS	PTC ANTENNA (TILT DOWN TOWERS) / BASE STATION / MONOPOLES (MW) / WLAN	WAYSIDE SIGNAL HOUSES / BUNGALOWS (NOT INCLUDE GRADE CROSSINGS)	GRADE CROSSING SIGNAL HOUSES	TRACK CONNECTIONS FROM CONTROLLED SIDINGS TO MAIN TRACKS WITHOUT DERAILS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDINGS WITH HAND THROW TURNOUTS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDINGS WITH HAND THROW DERAILS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDINGS WITH POWER DERAILS	INDUSTRY, SET OUT AND OTHER SPUR TRACKS WITH DERALS NOT INTERCONNECTED TO THE SIGNAL SYSTEM	INDUSTRY, SET OUT AND OTHER SDUR TRACK CONNECTIONS TO MAIN TRACK &CONTROLLED SIDINGS WITHOUT DOUBLE POINT DERAILS	TRACK CONNECTIONS TO MAIN TRACK & CONTROLLED SIDING WITHOUT DERAILS
			1	2	3	4	5	6	7	8	9	10 1	1 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30 31	32	33	34	35	36	37	38	39	40	41	42	43	44
	0 2.34 3.11	CMF Yard	1.10	0.00	0.00	0.00	9.42												35	0	0	0	0	0	5	N/A	N/A	N/A	0	1	0 0				0/0/0/4									
0 YARD	P 2.20 1.00	IEMF Yard	0.93	0.00	0.00	0.00	3.55												16	0	0	0	0	0	0	N/A	N/A	N/A	1	1	0 0				0/0/0/3									
ITAINE	Q 140.70 140.10	rtonor rara	0.55	0.00	0.00	0.00	1.24												4	0	0	0	0	0	0	N/A	N/A	N/A	0	2	0 0				0/0/0/1									
SCRRA OPERATED & MAINTAINED AND OTHER TRACKS	R 10.69	Riverside Layover Yard East	0.46	0.00	0.00	0.00	0.65												2	1	1	0	0	0	0	N/A	N/A	N/A	0	1	1 0													
ERATED ND OTH	S 10.30 9.79	Riverside Layover Yard West	0.92	0.00	0.00	0.00	1.26												2	1	1	0	1	0	0	N/A	N/A	N/A	0	1	1 0													
RA OPE AI	т 56.80	SB - IELF	0.42	0.00	0.00	0.00	0.89												4	0	0	0	0	0	0	N/A	N/A	N/A	0	0	0 0													
SCR	57.20 U 21.50	Feilis faiu	0.36	0.00	0.00	0.00	1.10												3	0	0	0	0	0	0	N/A	N/A	N/A	0	0	0 0													
_	21.30 SF SUB	(Future) TOTAL O to U	4.74	0.00	0.00	0.00	18.11												66	2	2	0	1	0	5	N/A	N/A	N/A	1	6	2 0					++								
	SG SUB	TOTAL A to U		328.96			31.14												91	49	74	72	287	19	32	N/A	N/A	N/A	195	170	100 6													
	V 423.10	UPRR Santa Barb. Sub - North Montalvo to Las Posas	23.50	26.93	0.00	0.00	0.00													2		3	16	0	9	79/60	73/57	1.00/ 3° 00'	7	4	1 0													
	399.60 W 144.40	BNSF San Bernardino - Soto to Fullerto	22.30	59.40	0.00	0.00	0.00													4		7	8	0	1	79/50	75/49	1.0/ 2° 08'	5	7	<b>25</b> 0													
NS ON D TRACK	165.50 X 46.60	BNSF San	5.00	9.90	0.00	0.00	0.00													0		0	9	0	0	60/50	59/50	0.71/ 1° 06'	3	1	2 0													
ERATIO	40.60	Atwood BNSF San																																										
SCRRA OPERATIONS ON NON-SCRRA SHARED TRAC	Y 40.60	Atwood to Rana	38.40	88.40	0.00	0.00	0.00													4		8	40	2	1	60/50	59/50	2.02/ 4° 46'	12	19	<b>15</b> 0													
NON NO	Z 2.20 0.00	BNSF Short Way Sub - Ran to CP Vernon	a <b>1.86</b>	1.86	0.00	0.00	0.00													0		0	3	0	1	30/30	26/24	0.93/ 11° 00'	2	1	0 0													
	3B 207.40	NCTC San Diego Sub – County Line to Oceanside	19.00	29.00	0.00	0.00	0.00													1		2	2	0	0	90/55	86/53	1.31/ 3° 06'	11	11	4 0													
		TOTAL V to BB	165.16	315.49	0.00	0.00	0.00													16		29	123	2	12	N/A	N/A	N/A	50	60	72 0													
		OTAL SA & SH			4.08															58		94	340	20	38	N/A					164 6					+								-
		TAL SA, SD, & SF			4.08											1	1			44											100 6					+								$\neg$
	SK SU	BTOTAL BB			0.00															2											<b>10</b> 0													
OTHER CARRIER	226.40 268.00	Oceanside to San Diego	41.30	62.70	0.00	0.00	0.00													1		13	30	0	3	90/55	75/50	2.20/ 10° 23'	22	27	<b>6</b> 0													

#### Data as of: September 2009 Revised: September 1, 2013

# EXHIBIT A-1

# JOB CLASSIFICATIONS AND GRADE CRITERIA TABLE

	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI	Grade VII	Grade VIII
General Characteristics	<ul> <li>Grade I</li> <li>Acquires limited knowledge and develops basic skills.</li> <li>Applies prescribed techniques and procedures in accordance with established criteria to perform assigned tasks.</li> <li>Performs routine technical work which does not require previous experience.</li> <li>Acquires an understanding of professional and ethical responsibilities.</li> </ul>	<ul> <li>Grade II</li> <li>Acquires basic knowledge and develops skills in a specific practice area.</li> <li>Applies standard techniques, procedures, and criteria to perform assigned tasks as part of a broader assignment.</li> <li>Exercises limited judgment on details of work and in application of standard methods for conventional work.</li> </ul>	<ul> <li>Grade III</li> <li>Develops broad knowledge and skills in a specific practice area.</li> <li>Evaluates, selects, and applies standard techniques, procedures, and criteria to perform a task or sequence of tasks for conventional projects with few complex features.</li> <li>Collaboratively uses judgment to determine adaptations in methods for nonroutine aspects of assignments.</li> <li>Works on small projects.</li> </ul>	<ul> <li>Applies broad knowledge of principles and practices in a specific practice area.</li> <li>Independently evaluates, selects, and adapts standard techniques, procedures, and criteria.</li> <li>Acquires general knowledge of principles and practices of related fields, and ability to function on multidisciplinary teams.</li> <li>Works on multiple projects of moderate size or portions of major projects.</li> </ul>	<ul> <li>Grade V</li> <li>Independently applies extensive and diversified knowledge of principles and practices in broad areas of assignments and related fields.</li> <li>Uses advanced techniques in the modification or extension of theories and practices of sciences and disciplines to complete assignments.</li> <li>Works on a major project or several projects of moderate scope with complex features.</li> </ul>	<ul> <li>Applies a thorough knowledge of current principles and practices of engineering as related to the variety of aspects affecting his or her organization.</li> <li>Applies knowledge and expertise acquired through progressive experience to resolve crucial issues and/or unique conditions.</li> <li>Keeps informed of new methods and developments affecting his or her organization, and recommends new practices or changes in emphasis of programs.</li> <li>Works on programs of limited complexity and</li> </ul>	<ul> <li>Grade VII</li> <li>Uses creativity, foresight, and mature judgment in anticipating and solving unprecedented problems.</li> <li>Makes decisions and recommendations that are authoritative and have an important impact on extensive organizational activities.</li> <li>Sets priorities and reconciles directions from competing interests.</li> <li>Works on programs with complex features.</li> </ul>	<ul> <li>Grade VIII</li> <li>Makes         <ul> <li>Makes</li> <li>decisions with</li> <li>broad                 influence on                 the activities of                 his or her                 organization.</li>                 Makes                 authoritative                 decisions and                 recommendati                 ons that are                 conclusive and                 have afar-                 reaching                 impact on the                 organization.                 <ul> <li>Demonstrates                       a high degree                       of creativity,                       foresight, and                       mature                       judgment in                       planning,</li></ul></ul></li></ul>

Technical Responsibilities	<ul> <li>Collects data and gathers information or documents.</li> <li>Performs standard computations or analysis.</li> <li>Prepares drawings and visual aids.</li> <li>Observes construction activities.</li> <li>Performs basic survey work.</li> </ul>	<ul> <li>Performs basic design tasks.</li> <li>Assists on other tasks such as: preparation of permit applications, material testing, drawings, and computer-aided design (CAD) work.</li> </ul>	<ul> <li>Performs moderate design tasks.</li> <li>Prepares portions of project documents.</li> <li>Edits specifications.</li> <li>Performs research and investigations.</li> </ul>	<ul> <li>Designs a complete project, system, component, or process.</li> <li>Prepares complete project documents.</li> <li>Designs and conducts experiments, and analyzes and interprets data.</li> <li>Formulates and solves problems.</li> </ul>	<ul> <li>Reviews</li> <li>complete project</li> <li>documents for</li> <li>conformity and</li> <li>quality assurance.</li> <li>Develops new</li> <li>techniques</li> <li>and/or improved</li> <li>processes,</li> <li>materials, or</li> <li>products.</li> <li>Assists upper</li> <li>level</li> <li>management and</li> <li>staff as a</li> <li>technical</li> <li>specialist or</li> <li>advisor.</li> </ul>	<ul> <li>Serves as the technical specialist for the organization in the application of advanced concepts, principles, and methods in an assigned area.</li> <li>Keeps informed of new developments and requirements affecting the organization for the purpose of recommending changes in programs or applications.</li> <li>Interprets, organizes, executes, and coordinates assignments.</li> </ul>	<ul> <li>Develops standards and guidelines.</li> <li>Leads the organization in a broad area of specialization or in a narrow but intensely specialized field.</li> </ul>	• Performs advisory or consulting work for the organization for broad program areas or an intensely specialized area with innovative or important aspects.
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Managerial Responsibilities	• No managerial responsibilities at this level.	• Assigns tasks to and coordinates with technicians or administrative staff.	<ul> <li>Assigns tasks to and coordinates work with entry- level engineers, technicians, or administrative staff.</li> <li>Assists in determining schedule and budget requirements.</li> </ul>	<ul> <li>Assigns tasks to and directs</li> <li>engineers,</li> <li>technicians, and</li> <li>administrative</li> <li>staff.</li> <li>Plans and</li> <li>coordinates</li> <li>detailed aspects of</li> <li>the engineering</li> <li>work.</li> <li>Prepares scopes,</li> <li>budgets, and</li> <li>schedules for</li> <li>assignments.</li> <li>Assists with</li> <li>proposals to</li> <li>provide</li> <li>professional</li> <li>services or obtain</li> <li>funding for</li> <li>engineering</li> <li>projects or</li> <li>programs.</li> </ul>	<ul> <li>Supervises all staff necessary to complete assignments.</li> <li>Reviews and approves scopes, budgets, and schedules for assignments.</li> <li>Prepares proposals to provide professional services or obtain funding for engineering projects or programs.</li> </ul>	<ul> <li>Supervises a staff of engineers and technicians.</li> <li>Plans, schedules, or coordinates the preparation of documents or activities for multiple major projects, or is responsible for an entire program of an organization.</li> <li>Reviews operational procedures to ensure compliance with applicable policies and performance measures.</li> </ul>	<ul> <li>Supervises several organizational segments or teams.</li> <li>Recommends facilities, personnel, and funds required to carry out programs.</li> <li>Oversees the technical, legal, and financial issues of an entire program.</li> <li>Determines program objectives and requirements.</li> <li>Develops standards and guidelines.</li> </ul>	<ul> <li>Leads an entire program of critical importance.</li> <li>Decides the kind and extent of engineering and related programs needed for accomplishing the objectives of an organization.</li> </ul>
Direction Received	• Receives close supervision on all aspects of assignments.	• Receives close supervision on unusual or difficult problems, and general review of all aspects of work.	<ul> <li>Receives         <ul> <li>instruction on             specific objectives.</li> <li>Receives             direction on             unconventional             and/or complex             problems, and             possible solutions.</li> <li>Receives a             thorough review             of completed work             for application of</li> </ul> </li> </ul>	Receives general direction on key objectives.     Receives guidance when necessary on unconventional or complex problems, direction on modified techniques, and new approaches on assignments	• Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. • Receives direction on unusual conditions and developments.	• Receives administrative supervision with assignments given in terms of broad general objectives and limits.	• Receives administrative supervision with assignments given in terms of broad general objectives and limits.	• Receives general administrative direction from a board of directors or regional council.

			sound professional judgment.	with conflicting criteria.				
Communication Skills	<ul> <li>Possesses basic oral and written communication skills.</li> <li>Interacts with other staff.</li> </ul>	• Interacts with staff, general public, officials, and contractors.	<ul> <li>Possesses effective oral and written communication skills.</li> <li>Assists with client, customer, or official contacts and communication pertaining to specific assignments or meetings.</li> </ul>	<ul> <li>Interacts with clients, customers, officials, contractors, and others.</li> <li>Attends project meetings and presents specific aspects of engineering assignments.</li> </ul>	<ul> <li>Possesses advanced oral and written communication skills.</li> <li>Represents the organization in communications and conferences pertaining to broad-aspects of engineering assignments.</li> </ul>	<ul> <li>Routinely interacts with clients, customers, officials, contractors, and others.</li> <li>Leads project meetings and makes presentations.</li> <li>Represents the organization and maintains liaison with individuals and related organizations.</li> </ul>	<ul> <li>Possesses exceptional oral and written communication skills.</li> <li>Routinely interacts with organization leaders, clients, customers, officials, contractors, and others.</li> <li>Initiates and maintains extensive contacts with key engineers and officials, or other organizations and companies.</li> <li>Demonstrates skills in persuasion and negotiation of critical issues.</li> </ul>	<ul> <li>Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies.</li> <li>Conducts presentations and may participate in media interviews.</li> <li>Represents his or her organization at important functions or conferences, including media interviews as required.</li> <li>Directs overall engineering department or division of larger company</li> </ul>

Typical Titles												
Experience	Under 1 year	1+ years	3+ years	5+ years	10+ years	15+ years	20+ years	25+ years				
Typical Education	Engineering or Er		Physical Science, Asso ogy, Bachelor's degree rience		equivalent, Doctora	n Engineering or Physic ate Degree, Special kno g commitment to main	wledge gained from	continuous				
Typical Licensure	re None, Engineer in Training, Land Surveyor in Training, Professional Engineer Professional Engineer, Licensed Land Surveyor, Advanced credentials such as specialty certification, Professional Geologist											

# EXHIBIT A-2

# SCRRA MANUALS

The SCRRA Manuals are available at the SCRRA's website at <u>www.metrolinktrains.com</u> (About Us, Engineering and Construction)

# SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. E740C-14 ON-CALL PROFESSIONAL ENGINEERING DESIGN SERVICES

ATTACHMENT B

U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, BEST PRACTICES PROCUREMENT MANUAL: WRITTEN STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST: PERSONAL AND ORGANIZATIONAL

### Written Standards of Conduct and Conflicts of Interest: Personal and Organizational

#### Written Standards of Conduct

#### REQUIREMENT

49 CFR § 18.36(b)(3) establishes for the Department of Transportation the government-wide requirement that state and local government grant recipients must have written standards of conduct for procurement personnel.

Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (I) The employee, officer or agent, (ii) Any member of his immediate family, (iii) His or her partner, or (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Consultants, potential Consultants, or parties to sub-agreements. Grantee and sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents, or by Consultants or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

49 C.F.R. Sec. 19.42 imposes the same requirement for institutions of higher education, hospitals and other non-profit organizations.

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient. Paragraph 7.c of FTA Circular 4220.1E implements this requirement for FTA grant recipients:

Grantees shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, agent, immediate family member, or Board member of the grantee shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- 1. The employee, officer, agent, or Board member,
- 2. Any member of his/her immediate family,
- 3. His or her partner, or
- 4. An organization that employs, or is about to employ, any of the above.

The grantee's officers, employees, agents, or Board members will neither solicit not accept gifts, gratuities, favors, or anything of monetary value from Consultants, potential Consultants, or parties to sub-agreements. Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the grantee's officers, employees, or agents, or by Consultants or their agents.

#### Conflicts of Interest: Personal and Organizational

#### REQUIREMENTS

As an ethics requirement, Section 3(a) of the FTA Master Agreement requires the written standards of conduct to encompass both personal and organizational conflicts of interest and defines them as follows:

- Personal Conflicts of Interest. The Recipient's code or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of a third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family; c) his or her partner; or (d) an organization that employs, or intends to employ, any of the above.
- 2. <u>Organizational Conflicts of Interest</u>. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair

competitive advantage to the third party Consultant or sub-recipient or impair its objectivity in performing the contract work.

49 CFR § 18.36(c)(v) and 49 CFR § 19.43 prohibit organizational conflicts of interest as restrictive of competition. Section 19.43 further states as follows:

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient [Page 167] shall be alert to organizational conflicts of interest as well as noncompetitive practices among Consultants that may restrict or eliminate competition or otherwise restrain

trade. In order to ensure objective Consultant performance and eliminate unfair competitive advantage, Consultants that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

40 CFR § 1506.5(c) concerns the engagement of a consultant for the preparation of an environmental impact statement. It states the following:

Environmental impact statements. Except as provided in Secs. 1506.2 and 1506.3 any environmental impact statement prepared pursuant to the requirements of NEPA shall be prepared directly by or by a Consultant selected by the lead agency or where appropriate under Sec. 1501.6(b), a cooperating agency. It is the intent of these regulations that the Consultant be chosen solely by the lead agency, or by the lead agency in cooperation with cooperating agencies, or where appropriate by a cooperating agency to avoid any conflict of interest. Consultants shall execute a disclosure statement prepared by the lead agency, or where appropriate the cooperating agency, specifying that they have no financial or other interest in the outcome of the project. If the document is prepared by contract, the responsible Federal official shall furnish guidance and participate in the preparation and shall independently evaluate the statement prior to its approval and take responsibility for its scope and contents. Nothing in this section is intended to prohibit any agency from requesting any person to submit information to it or to prohibit any person from submitting information to any agency.

### DISCUSSION

#### A. Why Conflicts of Interest Pose a Problem

Every citizen is entitled to have confidence in the integrity of government. Therefore, when using public funds for the purchase of goods or services, each FTA grantee must prevent its personnel from taking any action that might result in -- or even create the appearance of -- a personal or organizational conflict of interest. Avoiding conflicts of interest, through the implementation of written standards of conduct, benefits the grantee in many ways and leads to a more efficient and credible organization, while failure to deal with conflicts may not only adversely impact the project itself but may also jeopardize the grantee's ability to receive or retain federal funds. <sup>1</sup>

#### B. Responsibility of Grantee

The grantee is responsible for avoiding both personal and organizational conflicts of interest. Thus, grantees should be vigilant in preventing and mitigating possible conflicts.

#### C. Standards of Conduct

Each grantee must have written standards of conduct governing the performance of its personnel involved in the selection, award and/or administration of contracts. <sup>2</sup> The standards must prohibit the grantee's or sub-grantee's officers, employees or agents from soliciting or accepting gratuities, favors or things of monetary value from Consultants, potential Consultants, or parties to sub-agreements. The standards may contain minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, the standards should provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents, or by Consultants or their agents. These written standards must prohibit personal and organizational conflicts of interest, real and apparent.

D. Personal Conflicts of Interest

Personal Conflict of Interest: A personal conflict of interest arises when one of the grantee's employees (including Consultant employees), officers, board members, or agents (including outside consultants) involved in the selection, award or administration of a third party contract or sub-agreement <sup>3</sup> supported by Federal funds -- or a member of his or her immediate family, partner, or outside employer or prospective employer -- has a financial interest in the entity selected, or competing, for the contract. <sup>4</sup> A personal conflict of interest also arises where any

<sup>&</sup>lt;sup>1</sup> FTA Master Agreement Sections 3(a) and 3(a)(1); 49 CFR § 18.36(3); FTA Circular 4220.1E Paragraph 7(c). In addition, many state and local jurisdictions have laws and regulations, which address both the conduct of public employees and the relationship between public entities and private businesses. These vary in nature, and may impose both civil and criminal sanctions on violators.

<sup>&</sup>lt;sup>2</sup> See FTA Master Agreement Section 3(a)(1).

<sup>&</sup>lt;sup>3</sup> This interpretation applies to both subcontractors and general contractors providing procurement-related services to a grantee.

<sup>&</sup>lt;sup>4</sup> A personal conflict also arises where a person whose financial interests are attributed to the employee has a conflict – either because that person is an employee, prospective employee, officer, director, or agent of a contractor

grantee employee, officer, board member, or agent solicits or accepts gifts, gratuities, favors, or anything of monetary value from a Consultant, potential Consultant, or party to a sub-agreement.<sup>5</sup> In addition, a personal conflict of interest arises where any such person uses his position, or non-public information gained during his work for the grantee, for personal gain, including gain inuring to an immediate family member, partner, or current or potential employer. These scenarios can result in potential organizational conflicts for employers, or personal conflicts of interest for the individual.

E. Organizational Conflicts of Interest

Organizational Conflict of Interest: An organizational conflict of interest occurs where - because of other activities, financial interests, relationships, or contracts - a Consultant is unable, or potentially unable, to render impartial assistance or advice to the grantee; the Consultant's objectivity in performing the contract work is or might be impaired; or a Consultant has an unfair competitive advantage. <sup>6</sup>

Organizational conflicts of interest can cause two distinct problems: bias and unfair competitive advantage.<sup>7</sup>

Bias arises when a Consultant is placed in a situation where it may have an incentive to distort its advice or decisions. Whenever the grantee is awarding a contract that involves the rendering of advice, the grantee must consider whether there exists the potential for a conflict of interest on the part of the Consultant rendering the advice. <sup>8</sup>

or competing entity, or because that person has a financial interest in the contractor or competing entity. The financial interests of the following are attributed to an employee: a member of the employee's immediate family, his partner, or his outside employer or prospective employer. FTA Circular 4220.1E Paragraph 7(c).

<sup>5</sup> <u>See</u> FTA Circular 4220.1E Paragraph 7(c); 18 CFR § 18.36(3)(iv); FTA Master Agreement Section 3(a). However, "[t]he Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value." FTA Master Agreement Section 3(a); see also FTA Circular 4220.1E Paragraph 7(c); 18 CFR § 18.36(3)(iv). These are known as "de minimus" gifts, and do not result in either a real or apparent conflict of interest. For FTA and other Federal employees, the level is set at \$20 per occasion, with a maximum of \$50 per calendar year from the same source (including affiliates). In many cases, however, the best response to a gift offered is a simple, "Thank you, but no thank you." Section 3(a) of the FTA Master Agreement requires that grantees include in the standards of conduct penalties, sanctions, or other disciplinary actions for violations of the code, to the extent permitted by state or local law.

 $^{6}$  <u>See</u> FTA Circular 4220.1E Paragraph 8(a)(5). The Federal Acquisition Regulations also provide a helpful definition of organizational conflict of interest: "Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." 48 CFR § 9.501.

<sup>7</sup> - Generally, an organizational conflict arises because a person or entity has or appears to have loyalties to, or a financial interest in, two organizations that may have competing or differing interests from each other -- one of them being the grantee. For example, an organizational conflict would arise if an employee or a consultant serves as a member of a public or quasi-public body with regulatory authority over a project or has a stake in its outcome. This arises most often where architects sit on design review or zoning boards.

<sup>19</sup> - Federal transit law requires grantees to award contracts through a process of full and open competition. Organizational conflicts of interest that give any party an unfair competitive advantage impede full and open competition, and thus are considered "restrictive of competition" under Paragraph 8(a)(5) of FTA Circular 4220.1E. Unfair competitive advantage occurs when one Consultant has information not available to other Consultants in the normal course of business. For example, an unfair competitive advantage would occur when a Consultant developing specifications or work statements has access to information that the grantee has paid the Consultant to develop, or information which the grantee has furnished to the Consultant for its work, when that information has not been made available to the public. Because this information enhances the Consultant's competitive position in the procurement process, it represents an unfair competitive advantage over the other offerors. One solution to this problem is to fully disclose all information to all prospective offerors for a reasonable period of time prior to the grantee's receipt of proposals for the followon work. Another example where an unfair competitive advantage might arise is where a Consultant is allowed to write specifications or statements of work around its own or an affiliate's corporate strengths or products and then compete for a contract based on those specifications. The grantee can prevent such an unfair advantage by placing reasonable restrictions or even a prohibition on the Consultant's involvement in the subsequent procurement. If an individual employee has access to inside information, a possible solution would be to wall off that employee, so he cannot give his employer an unfair competitive advantage. Grantees should exercise care that specifications do not provide an unfair competitive advantage to any party. Grantees should also be alert to affiliations among Consultants that might give one Consultant an unfair competitive advantage over others.

Note: A competitive advantage is not always unfair. A Consultant may have a fair competitive advantage by virtue of its prior experience, its expertise, its more efficient operations, etc. Occasionally an incumbent Consultant may have what appears to be an insurmountable competitive advantage by virtue of its previous work for the grantee. An advantage of this type may not necessarily be unfair.

F. The "Appearance of Conflict" Standard

As stated above, FTA rules prohibit conflicts of interest -- both real and apparent. This rule applies to both personal and organizational conflicts of interest. Thus, each grantee's written code of conduct must prohibit real and apparent conflicts, not just actual conflicts of interest. The grantee should utilize the "reasonableness" standard to determine whether an "apparent" conflict of interest exists: Would a reasonable person with all the material facts believe there appears to be a conflict?

G. Environmental Consultants

The Council on Environmental Quality (CEQ) has enacted regulations that address the use of consultants in the environmental process. <sup>9</sup> These regulations are intended to prevent Consultants who are hired to study alternatives and potential environmental impacts of proposed projects from presenting and profiting from biased recommendations.

The CEQ regulation at 40 CFR Section 1506.5 "prohibits a person or entity from entering into a contract with a federal agency to prepare an environmental impact statement (EIS) when that party has at that time and during the life of the contract pecuniary or other interests in the

<sup>&</sup>lt;sup>9</sup> - Mergers and acquisitions have had a strong effect on contracts in the environmental area, thus warranting a separate discussion of this topic.

outcomes of the proposal. Thus, a firm which has an agreement to prepare an EIS for a construction project cannot, at the same time, have an agreement to perform the construction, nor could it be the owner of the construction site." See "Guidance Regarding NEPA Regulations," 48 Fed. Reg. 34263 (July 18, 1983). FTA recognized this principle in the bid protest case of JMA v. LACMTA, MTA RFP #PS-4310-0964 (2001), holding as follows: "FTA understands the CEQ regulations to prohibit an EIS Consultant from being awarded a contract that includes work dependent upon the completion of the EIS and issuance of a ROD."

CEQ rules do not prohibit a consultant responsible for preparing an EIS from submitting a proposal on work connected with the project after the completion of the EIS. Indeed, in quidance offered by the CEQ, the Council expressed concern that "some agencies have been interpreting the conflicts provision in an overly burdensome manner." See "Guidance Regarding NEPA Regulations," 48 Fed. Reg. 34263 (July 18, 1983). The Council explained that, "[i]n some instances, multidisciplinary firms are being excluded from environmental impact statement preparation contracts because of links to a parent company which has design and/or construction capabilities. Some qualified Consultants are not bidding on environmental impact statement contracts because of fears that their firm may be excluded from future design or construction contracts.... The result of these misunderstandings has been reduced competition in bidding for EIS preparation contracts, unnecessary delays in selecting a Consultant and preparing the EIS, and confusion and resentment about the requirement." Thus, the Council does not prohibit an EIS Consultant from bidding on work connected with the project after the Consultant has completed all performance required for the EIS, but it does prohibit situations where the Consultant has an interest in the outcome of the EIS "at that time or during the life of" the EIS contract.

#### H. Insisting on Impartiality

Each grantee is entitled to impartial advice from its consultants, based solely on what is best for the transit system and the community, and not for the benefit of persons with conflicting financial or other interests. For additional protection, the grantee not only should enforce its own written standards of conduct but insist, perhaps through the use of certifications, that each of its employees, board members, officers, or other agents (as well as Consultant personnel) observe any relevant code of professional responsibility governing his or her conduct, such as the codes governing the conduct of lawyers, engineers, architects, planners, and accountants. Among other things, this requirement would demonstrate to the grantee's employees and contractors the importance placed by the grantee on avoiding conflicts of interest.

I. Grantee Decision to Proceed in Spite of Conflict of Interest.

Finally, when a grantee has done all that reasonably can be done to avoid, neutralize, or mitigate a real or apparent conflict of interest, and if it is in the grantee's best interest to proceed with the contract despite the conflict, the grantee needs to document its decision. Documentation should include what steps were taken or considered, and justification for the conclusion reached, before proceeding with the contract.<sup>10</sup>

 $<sup>^{10}</sup>$  - This is consistent with the approach used in Federal contracting as set forth in FAR 9.504(e), where a contract can be awarded in spite of a conflict when the contracting officer determines that it is in the best interest of the Government to do so.

#### 2.1 Best Practices

Every Agency employee involved in the award or administration of contracts must be given a copy of the Agency's (or State's) written standards of conduct, and they should be required to sign a statement that they are familiar with and will abide by these standards. <sup>11</sup> These statements should be signed as a condition of employment. It would be well to review and sign them again annually as part of the employee's annual performance evaluation as a means of reinforcing the importance of ethical conduct by the Agency's employees.

In some Agencies, the General Manager has issued a memorandum to all employees summarizing the most sensitive issues dealing with ethical conduct and emphasizing the importance of avoiding even the appearance of conflicts of interest. One public Agency has inserted such a memorandum into its Procurement Manual, together with the standards of conduct.<sup>12</sup>

One area of particular sensitivity concerns "outside employment." Employees must understand what kinds of activities or outside employment (actual or prospective) are inconsistent with their Agency responsibilities; e.g., furnishing advice or services to a firm which is bidding on or planning to bid on a contract with the Agency, or which is doing business presently with the Agency. One strategy employed by firms bidding on contracts is to offer employment to critical procurement or technical personnel working on the procurement (if the firm is selected for award). This kind of situation creates a financial conflict of interest for those employees to whom offers have been made. Employees need to be forewarned of these and similar tactics which they may encounter in the course of their Agency work. The Agency may want to conduct training sessions for all Agency personnel doing sensitive work in the acquisition of Agency equipment or services.

Many public Agencies have adopted disclosure statement requirements for certain positions. These disclosure statements require that employees occupying designated positions within the Agency disclose their investments in businesses which engage in certain activities related to the business of the Agency. Reportable interests might include companies engaged in manufacturing rail transit rolling stock and related components, transit equipment suppliers, construction companies engaged in transit systems, etc.

The FTA Circular requires penalties, sanctions, or other disciplinary action for violation of the standards of conduct by the grantee's employees or by Consultants. The lack of explicit penalties in grantees' procurement policies and procedures is a recurring observation made in the FTA Procurement System Reviews. Grantees need to adopt explicit written penalties for their employees and Consultants who violate their standards of conduct.

<sup>&</sup>lt;sup>11</sup> - Recommendation of the ABA Model Procurement Code, § R12-202.01.

<sup>&</sup>lt;sup>12</sup> - BART Procurement Manual, Attachment B.

### Procedural Suggestions

The following is an outline of the steps that each grantee should consider taking before and during the procurement process and during project administration. Conflicts also can occur even before the pre-contracting phase begins, so grantees should always be vigilant to the possibility of a conflict.

### A. THE PRE-CONTRACTING PHASE

1. Prepare Written Codes of Standards of Conduct. FTA requires that each of its grantees maintain a written code of standards of conduct applicable to its employees (including Consultant employees), officers, board members, and agents (including outside consultants) involved in the selection, award or administration of contracts. Each grantee should consult with its counsel, as well as its procurement personnel, as to whether its code of conduct complies with FTA's requirements as set forth in Section 3 of FTA's Master Agreement, Paragraphs 7(c) and 8(a)(5) of FTA Circular 4220.1E, Third Party Contracting Requirements, and 49 CFR § 18.36 and Part 19, as applicable. Moreover, the grantee should provide a copy of its code of conduct to each of its employees, board members, officers, and other agents.

2. Require Financial Disclosure Statements and/or Non-Conflict Certifications. When determining how to deal with potential conflicts of interest, a grantee may choose "proactive" measures, "reactive" measures, or a combination approach. "Proactive" measures are designed to identify and prevent potential conflicts prospectively. For example, a grantee interested in employing proactive measures should consider requiring each of its employees (and others potentially involved in the procurement process) to file an annual disclosure statement concerning his or her financial and employment status and that of immediate family members (to the extent state and local law permit such a financial disclosure requirement).<sup>13</sup> With this information on file, the grantee can "proactively" determine, ahead of time, whether any of its employees (etc.) have interests in any of the potential or actual Consultants on a particular project. The grantee, for example, can run a search on the parents, subsidiaries, and affiliates of bidders and Consultants, as well as on any companies listed on employee disclosure statements, and get a broad picture of any potential conflicts. If a conflict is discovered, the grantee can -- again, "proactively" -- wall off any employee who may have a potential conflict from a particular project, thus avoiding the need for later action.

In some cases a grantee may require its contracting personnel (officers, board members, agents, etc., as applicable) to submit a "non-conflict" certification on a project-by-project basis, before that person commences work on the selection, award or administration of a contract. Such certification would state that neither the employee (etc.) nor any member of his or her immediate family has a financial or employment interest in any of the relevant bidders or Consultants for the procurement in question. If the employee identifies a real or apparent conflict of interest, then the grantee can take action to mitigate it. This is a different, somewhat "reactive," approach than requiring annual financial disclosure statements.

There are pros and cons to both approaches. With annual financial disclosure statements, the grantee attempts to identify and mitigate conflicts as early as possible in the procurement

<sup>&</sup>lt;sup>13</sup> - Each grantee also should consult with its counsel before requiring annual financial disclosure statements to confirm that the requirement complies with any labor agreements applicable to the grantee.

process; but in order for this approach to be effective, the grantee's reviewer must both review the disclosure statements and perform relevant research as well as be aware of the various corporate interconnections. An advantage of a project-specific disclosure statement is that it serves as a regular reminder to employees of the importance of conflict avoidance, and thus may prevent some conflicts of interest from arising in the first place. Realistically, however, requiring disclosure statements on a project-by-project basis generally is too onerous for the grantees that handle many procurements every year. Moreover, this somewhat "reactive" approach puts a serious burden on the individual employee (etc.) to "self-certify" that he has no conflict on a particular project, with the understanding that the grantee will hold him accountable for the veracity of that certification. It is also possible that an individual employee, unaware of the ownership or other links between prospective bidders or Consultants and the financial interests he holds, may unknowingly self-certify that no conflict exists.

The two approaches, however, are not mutually exclusive, and the best approach may be a combination of proactive and reactive tools. Ultimately, each grantee must determine for itself the preferable approach, considering the costs involved in administering its program and any other matter the grantee deems pertinent to the decision. As indicated above, any program requiring certifications or disclosure statements from employees also should apply those requirements to the other categories of individuals listed in FTA Circular 4220.1E, specifically, officers, board members, and agents, including consultants and Consultants involved in the selection, award or administration of contracts. Finally, the grantee should ask its counsel to review the form of its financial disclosure statements or non-conflict certifications for compliance with local, state, and federal law before they are issued.

3. Obtain Certifications of Compliance with Professional Codes of Conduct. The grantee should consider requiring each of its employees, board members, officers, and agents to identify in writing any code of professional responsibility governing his or her conduct, and to certify that to the best of his or her ability he or she will comply with that code whenever conducting business on behalf of the grantee. To be effective, such a requirement must be coupled with a mechanism for reporting violations to the appropriate enforcement entity.

4. Prepare Written Procedures for Addressing Personal and Organizational Conflicts of Interest. The grantees' written procedures should establish not only a means of identifying conflicts but also a predictable method of resolving them. For example, once a personal conflict has been identified, mitigating measures may include creation of blind trusts, recusal or other limits on scope of participation, procedures to allow the employee back inside the information bubble if the conflict ends (e.g., the company that the employee owns stock in does not win the contract), etc. The written procedures may address:

- a. Responsibility for identifying potential conflicts;
- b. Range of alternative actions;
- c. Typical situations and the indicated response, for example:
  - i. Situations that may warrant advance restrictions:
    - A contract for procurement evaluation services;
    - A contract for advice on competing approaches;
    - A contract for technical review and project oversight services; or

- ii. Situations that may warrant other conflict-mitigation measures, or even a possible waiver, rather than a prohibition against a Consultant's participation in the project:
  - Complex design of integrated elements of a structure, piece of equipment, or system; or
  - Successive development/design phases of innovative equipment or systems.
- d. Participation of qualified personnel in the resolution of conflicts; and
- e. Review and approval of conflict resolutions.

The grantee should seek the assistance of counsel in preparing written procedures for resolving conflicts of interest.

### B. THE PROPOSAL STAGE

1. Define the Project to Avoid Potential Conflicts. Grantees should anticipate potential conflicts and structure procurements accordingly. For example, the grantee should not allow a company that prepares the specifications for procurement to supply the products as well. Also, the grantee should be careful to structure the project so as to avoid conflicts among Consultants and subConsultants. For example, on a large project, the grantee could avoid possible bias by procuring one Consultant to perform the needed evaluation independently, and then initiating a new procurement to obtain any system that may be required and excluding the first Consultant from that second competition. <sup>14</sup>

2. Consider Advance Restrictions. When the grantee awards separate contracts on related procurements, it might consider placing notice of an advance restriction in the solicitation where a conflict may arise. It is far better to identify a potential conflict involving two contracts in the first solicitation than to award the first contract and then address the conflict when awarding the second contract. Prime Consultants should be required to inform prospective subConsultants (and to give evidence that they have done so) that the subConsultants also could be subject to the restrictions in future contracting. This way, each bidder (prime and subConsultants) for the first contract will be aware of the situation and can make its own choice about which contract to pursue. When an advance restriction is desired, consider including:

- An explanation of the conflict or potential conflict;
- The nature of the proposed restriction upon future Consultant activities; and
- The terms of any proposed clause and whether those terms are negotiable, depending on the nature of the acquisition.

3. For Environmental Impact Statement Contracts, Comply with CEQ Regulations. Regulations promulgated by the Council on Environmental Quality require each Consultant who

<sup>&</sup>lt;sup>14</sup> - In large undertakings, this may involve multiple, related consulting, planning, design, technical oversight or technical evaluation contracts. Grantees can work with persons experienced in the field to decide how to segment the procurements and what restrictions to impose.

develops an environmental impact statement to sign a disclosure statement (prepared by the grantee) certifying that it has no financial or other interests in the outcome of the proposed project. <sup>15</sup> This requirement is intended to prevent Consultants who are hired to study alternatives and potential environmental impacts of proposed projects from presenting and profiting from biased recommendations. Pursuant to the regulations, grantees must require the submission of a disclosure statement in RFPs for consulting services so that such conflicts can be identified early in the contracting process. The grantee also must comply with 40 CFR § 1506.5 and "Guidance Regarding NEPA Regulations," 48 Fed. Reg. 34263 (July 18, 1983), explained above in Section G of the Discussion.

4. Consult With Legal Counsel. Before defining the scope of any project or publishing any document describing the project, such as a statement of work, the grantee should ask its counsel to review the project and any descriptive documentation for compliance with conflicts rules.

### C. THE SELECTION AND AWARD PHASE

1. Review Disclosure Statements (if required by the grantee) for Potential Conflicts with Bidders. If the grantee requires its procurement staff to submit annual financial disclosure statements or project-specific disclosure statements, the grantee should review the information on such statements for potential conflicts before any procurement staff begins work on the selection process. If the employee's work on the project would cause a real or apparent conflict, then the grantee should reassign his or her duties on the project to another employee.

2. Obtain No-Conflict Certifications from contract personnel (if required by the grantee). If the grantee requires its contract personnel who will participate in the administration of a contract to submit no-conflict certifications, then the grantee should furnish information on the likely bidders to the Consultant. Each Consultant employee who will be assigned to work on the procurement should submit his or her certification to the grantee's reviewing official before the selection process begins. If a Consultant employee fails to submit the required no-conflict certification, then the grantee should direct the Consultant to reassign that employee's duties to another employee who has complied with the certification requirement.

### D. THE ADMINISTRATION PHASE

1. Monitor Contract Staff/Consultant Compliance with Conflicts Rules. During the administration phase of a project, the grantee should require each of its employees (etc.) involved in the project to report any changes in his or her financial holdings or other interests that might cause a conflict of interest. Similarly, the grantee should require the Consultant to report any changes in the company's financial holdings, newly developed contractual or other relationships, or those of its parents, subsidiaries, and affiliates. In this way, the grantee can monitor the situation and address personal or organizational conflicts that might arise during the administration phase of the project.

<sup>&</sup>lt;sup>15</sup> - 40 CFR § 1506.5. Note that if a contractor has a financial interest in the outcome of the proposed project, the contractor should inform the grantee of its interest. Under appropriate circumstances, the grantee may choose to waive the conflict of interest after careful consideration (see Discussion Section I).

2. Obtain Certifications from Consultant Personnel Governed by Professional Codes of Responsibility. Before a Consultant begins work on a project, the grantee should consider requesting a written statement from any Consultant personnel working on the project whose conduct is governed by a professional code of responsibility, in each case identifying any relevant code and certifying that he or she will comply with its rules on all grantee-related work.

#### E. THROUGHOUT THE ENTIRE PROCESS

1. Consult with Legal Counsel. Grantee procurement and technical personnel are encouraged to work closely -- and proactively -- with their legal counsel throughout the procurement process to review all situations that appear to have the potential for a conflict of interest. Counsel can help in any number of ways, including reviewing written materials for compliance with conflicts of interest rules, preparing restrictive contracting clauses suitable for the particular situation, and helping to restructure the project to avoid conflict situations. Counsel may also suggest that involvement by FTA Regional Counsel would be appropriate and solicit Regional Counsel's advice when necessary.

2. Mitigate Conflicts. As potential conflicts arise during the procurement process, the grantee must take steps to avoid the conflict or, if that is not possible, mitigate its effects. For example, where a grantee's board is responsible for awarding contracts, a board member with an interest in a project bidder should disclose his interest and recuse himself from the selection process. As another example, where an employee has an interest in a project bidder, the grantee could create a "fire-wall" preventing the employee from providing the bidder with any information gained during his employment with the grantee that would give the bidder an unfair competitive advantage. As always, the grantee should consult with counsel in formulating an appropriate approach to any conflict situation.