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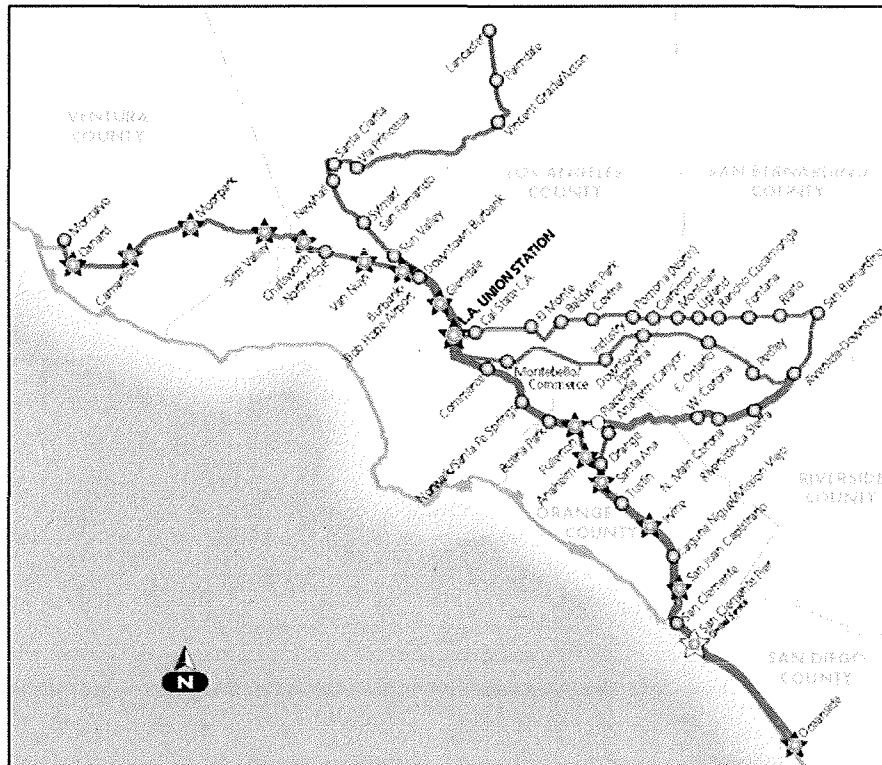
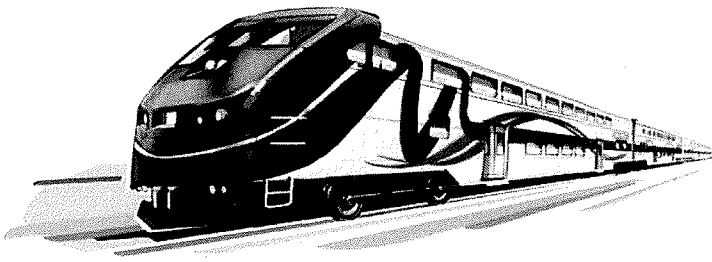
Southern California Regional Rail Authority

CONFORMED

CONFORMED CONTRACT

NO. E741C-15

PROJECT MANAGEMENT,
CONSTRUCTION MANAGEMENT
AND STAFF ASSISTANCE SERVICES



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

CONTRACT AGREEMENT

between

CONSULTANT
AECOM Technical Services, Inc.
515 S. Flower Street, 8th Floor
Los Angeles, CA 90071

Telephone: (213) 362-9470
Fax: (213) 362-9480

Project Manager:
Chris Mockus, PE

And

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

CONTRACT NO. E741C-15

**PROJECT MANAGEMENT,
CONSTRUCTION MANAGEMENT AND
STAFFING ASSISTANCE SERVICES**

AWARDED BY BOARD: 01/23/2015

Contract Amount: \$10,000,000

Authority's Project Manager:

Name: Stuart Chuck
Title: Assistant Director, Capital
Construction & Rehabilitation
Telephone: (909) 592-7920
Fax: (909) 394-3207
Email: chucks@scrra.net

Contract Administrator:

Name: Marcus Gillette
Title: Senior Contract &
Compliance Administrator
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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. E741C-15
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND STAFF
ASSISTANCE SERVICES**

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	RECITALS	1
1.	SCOPE OF SERVICES	1
2.	PERIOD OF PERFORMANCE	1
3.	CONTRACT TASK ORDERS (CTO)	2
4.	COMPENSATION AND MANNER OF PAYMENT	4
5.	PAYMENT OF TAXES	8
6.	INVOICING.....	8
7.	REPORTING REQUIREMENTS	9
8.	NOTIFICATION	10
9.	AUTHORITY AND CONSULTANT'S REPRESENTATIVES	10
10.	SUBCONSULTANTS	11
11.	ASSIGNMENT★	12
12.	INDEPENDENT CONSULTANT	12
13.	INSURANCE	13
14.	INDEMNITY★	14
15.	OWNERSHIP OF AUTHORITY MATERIALS	15
16.	RIGHTS IN SHOP DRAWINGS, WORK DRAWINGS, TECHNICAL DATA★ ...	17
17.	TITLE.....	18

18.	WORK FOR HIRE★	18
19.	SUBMITTAL OF CLAIMS BY CONSULTANT	19
20.	STANDARD OF PERFORMANCE	19
21.	PERFORMANCE MEASUREMENTS	20
22.	PERSONNEL REQUIREMENTS.....	20
23.	FORCE MAJEURE.....	22
24.	SUSPENSION OF SERVICES★	22
25.	TERMINATION FOR CONVENIENCE★	23
26.	TERMINATION FOR BREACH OF CONTRACT★	23
27.	MODIFICATIONS TO THE AGREEMENT	24
28.	DISPUTE RESOLUTIONS	24
29.	NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES★	26
30.	DISQUALIFYING POLITICAL CONTRIBUTIONS★	26
31.	COMPLIANCE WITH LAW★	26
32.	EQUAL OPPORTUNITY★	26
33.	WHISTLEBLOWER REQUIREMENTS	26
34.	COMPLIANCE WITH LOBBYING POLICIES★	27
35.	PUBLIC RECORDS ACT.....	27
36.	CONFIDENTIALITY★	27
37.	CONSULTANT’S INTERACTION WITH THE MEDIA AND THE PUBLIC.....	28
38.	INSPECTION AND AUDIT ★	28
39.	COST ACCOUNTING.....	29
40.	ACCESS TO RECORDS AND REPORTS	29
41.	APPLICABILITY OF FEDERAL GRANT CONTRACT ★	30

42.	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS ★	30
43.	FEDERAL FUNDING LIMITATION ★	30
44.	NO FEDERAL OBLIGATION TO THIRD PARTIES ★	30
45.	FEDERAL CHANGES	31
46.	INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS ★	31
47.	COMPLIANCE WITH FEDERAL LOBBYING POLICIES **	32
48.	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS ★	32
49.	ENERGY CONSERVATION ★	33
50.	CLEAN WATER **	33
51.	CLEAN AIR**	33
52.	REQUIREMENTS FOR AMERICANS WITH DISABILITIES ACT	33
53.	CIVIL RIGHTS REQUIREMENTS ★	34
54.	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION	35
55.	FLY AMERICA	36
56.	SEISMIC SAFETY	36
57.	SUBCONSULTANT'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY **	36
58.	PROMPT PAYMENT TO SUBCONSULTANTS ★★	36
59.	WAIVER/INVALIDITY	37
60.	SEVERABILITY ★	37
61.	GOVERNING LAW★	38
62.	PRECEDENCE	38
63.	ENTIRE CONTRACT	38

EXHIBIT 1 – NEGOTIATED BILLING RATES	1
EXHIBIT 2 – CONTRACT TASK ORDER (CTO) FORMS	1
EXHIBIT 3 – REQUIRED FEE JUSTIFICATION: CONTENT AND FORMAT	1
EXHIBIT 4 – LIST OF REPORTING REQUIREMENTS FORMS	1
EXHIBIT 5 – TRAVEL POLICY	1
EXHIBIT 6 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM & FORMS	1
EXHIBIT 7 – UNIFORM AUDIT AND ACCOUNTING GUIDE FOR AUDITS OF ARCHITECTURAL & ENGINEERING CONSULTING FIRMS	1

ATTACHMENT A – SCOPE OF 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**

This Agreement is made and entered into as of this 15th day of October, 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 January 23, 2015, Authority desires to hire Consultant(s) to perform Project Management, Construction Management and Staffing Assistance 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 Project Management, Construction Management and Staffing Assistance 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 October 15, 2015 to October 14, 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 Project Management, Construction Management and Staffing Assistance 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) via upload to the Authority's e-procurement website as follows: http://www.metrolinktrains.com/doing_business, including a project specific scope of services, to Consultant. Upon receipt, Consultant shall submit a detailed CTO Cost Proposal via upload to the Authority's e-procurement website as follows: http://www.metrolinktrains.com/doing_business. 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.

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 and a listing of assumptions made by Consultant in the preparation of its proposal from Authority 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.
- 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.
- 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, approval may be given for only a portion of the Services. Consultant may not proceed to the next milestone 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 after receipt of an undisputed and properly submitted payment request in the form of an invoice, and approval of such 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.

Reimbursable Costs And Fees

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 Exhibit 1. The FBLR rate will be itemized as follows, and will include:

- 1) 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 will be based on general characteristics, technical responsibilities, managerial responsibilities, direction received, communication skills, typical titles, 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 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 Exhibit 1, (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. Labor Pay Rate Adjustments - 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. Overtime - Overtime and extended workweek compensation are not authorized under this Agreement without prior approval in writing from Authority's Project Manager.

D. Subconsultants

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/hq/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 and OSHA training including class attendance, instruction, record keeping and the costs associated with furnishing head, foot, and eye protection are not eligible as an "other 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 CTO 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 15th 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 accountspayable@scrra.net, with cc to Project Management Oversight Department, and the designated Project Manager and Contract Administrator, and CTO Project Manager.
- B. Authority is pursuing initiatives to 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 Exhibit 4 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 (E741C-15), 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 substantiating 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 as requested. 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 submittal of the monthly invoice.

- B. 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 follow-up 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 are necessary for Authority to comply with 49 CFR 225, Railroad Accidents/Incidents: Reports, Classification, and Investigations, current as of the Effective Date of this Agreement, at <http://www.gpo.gov/fdsys/granule/CFR-2009-title49-vol4/CFR-2009-title49-vol4-part225>.

- 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:

Southern California Regional Rail Authority
One Gateway Plaza, Floor 12,
Los Angeles, CA 90012
Attn: Marcus Gillette
Senior Contract & Compliance
Administrator

To Consultant:

AECOM Technical Services, Inc.
515 S. Flower Street, 8th Floor
Los Angeles, CA 90071
Attn: Chris Mockus, PE

9. AUTHORITY AND CONSULTANT'S REPRESENTATIVES

Authority's Representatives

Authority's Project Manager under this Agreement shall be Assistant Director, Capital Construction & Rehabilitation.

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>	<u>Role</u>
Chris Mockus, PE	Contract Manager
Mark Perez, PE	Project Management Lead
Jeffrey Shaw, PE	Construction Management Lead
Richard No	Project Control Lead
Vernace Wong	Project Administrator
Shelley Brown	Health and Safety Officer

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 and Addresses	Services to Be Performed
LTK Engineering Services	PM/CM, Signals/Communications
Pacific Railway Enterprises (PRE)	Signals/Communications
Auriga Corporation	IT & Telecommunications
Costin Public Outreach Group	Public Outreach
Sequoia Consultants	Materials Testing
MTGL	Materials Testing
Coast Surveying	Surveying
Douglas Engineering	PM – Grade Separations
Integrated Engineering Management (IEM)	PM/CM - Facilities
Safework, Inc.	Construction Safety/Training
Transpoly Consulting	IT

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, 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 liability insurance with respect to performance hereunder.
- b) The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.
- 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:

- a) Commercial General Liability to include Products/Completed Operations, Independent Consultant, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:
 - 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.
- a) 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.
- b) Workers' Compensation Insurance with the limits established and required by the State of California.
- c) Employer's Liability with limits of \$1,000,000 per occurrence.
- d) Professional Liability with limits of \$4,000,000 per claim and aggregate
- e) 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, and employees from and against any and all liability, expense (including but not limited to defense costs and reasonable attorneys' fees), claims, proceedings, actions, and lawsuits for damages, including, but not limited to, brought for or on account of bodily injury, death, personal injury or property damage (including property of Consultant) to the extent caused or alleged to have been caused by 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. In no event shall the indemnification obligation extend beyond the date when the institution of legal or

equitable proceedings for professional negligence would be barred by an applicable statute or repose or statute of limitations.

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") for their intended purpose. 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 the above language, any use of Consultant prepared Work without written verification or adaptation by the Consultant, except for the specific intended purpose, will be at the Authority's sole risk and without liability or legal exposure to Consultant, and the Authority shall indemnify and hold harmless the Consultant all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

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 for their intended purpose, and Authority may use and disclose, in any manner and for any purpose, Shop Drawings and Working Drawings ("Work Products") 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. Notwithstanding the above, the Authority agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out

of or resulting from the unauthorized use, reuse or alteration of the Consultant's Work Products.

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 a manner consistent with that degree of skill and care exercised by practicing professional performing similar services in the same locality, and under the same or similar circumstances and conditions and 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.

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 high, quality deliverables; provide opportunities for continuous improvement/lessons learned; and provide input into the Agreement reference and CTO selection process.

The performance evaluation of Consultant will be performed after the completion of 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 areas for evaluation will include project or CTO management, communication and coordination, schedule management, quality of work, technical performance, and cost control.

Performance will be evaluated based on the following rating system:

- Outstanding – Performance meets all project requirements and exceeds many to the benefit of Authority.
- Above Average – Performance meets all project requirements and exceeds some to the benefit of Authority.
- Satisfactory – Performance meets all project requirements. Any minor problems are addressed in a satisfactory manner.
- Deficient – Performance does not meet project requirements. Problems/issues are not resolved.

The overall rating and rating for each evaluation category and criteria will be summarized on the Project Management, Construction Management Performance Evaluation form included in Exhibit 4.

Authority will provide a copy of the completed Performance 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 Authority selection committee for use in the reference check process of future procurement solicitation.

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) guidelines and recommendations contained in the "Model Part 219 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 writing of the causes(s) for the delay within five days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to Consultant, and the extension of time provided for herein shall be the sole remedy of Consultant on account of any such delays.

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 Project Management, Construction Management and Staff Assistance 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 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. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

This section shall not apply to information, in whatever form, that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

37. 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.

38. 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.

39. 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.

40. 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)).

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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 or 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.

48. 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.

49. 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.).

50. 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.

51. 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.

52. REQUIREMENTS FOR AMERICANS WITH DISABILITIES ACT

Consultant is also required to comply with all applicable requirements of the Americans with disabilities Act of 1990 (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.

- b) U.S. department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.
- c) U.S. department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Federal Government services," 28 CFR Part 35.
- d) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36.
- e) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- f) U.S. Equal Employment Opportunity Commissions (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630.
- g) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F.
- h) FTA regulations, "Transportation for Elderly and handicapped Persons," 49 CFR Part 609.
- i) Any implementing requirements that the FTA may issue.

53. 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.

54. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

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

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.

Please see Exhibit 6 for DBE Program requirements and forms.

55. 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.

56. 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.

57. 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.

58. 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 seven (7) 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.

59. 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.

60. 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.

61. 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.

62. 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 November 13, 2014.

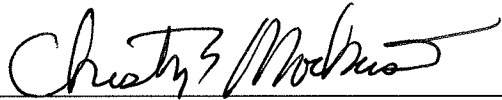
An amendment to this Agreement shall take its precedence from the term it amends. All other terms and conditions remain unchanged.

63. 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.

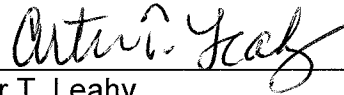
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective on the date first hereinabove written.

CONSULTANT
AECOM TECHNICAL SERVICES, INC.



Chris Mockus, PE
Vice President

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



Arthur T. Leahy
Chief Executive Officer

Tax I.D. No. 95-2661922

APPROVED AS TO FORM:

Don O. Del Rio
General Counsel

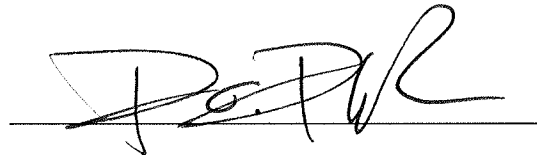


EXHIBIT 1 – NEGOTIATED BILLING RATES

E741C-15 - EXHIBIT 1 - NEGOTIATED BILLING RATES - AECOM

POSITION	OVERHEAD (%)		FULLY BURDENED LABOR RATE CONTRACT YEAR 1		FULLY BURDENED LABOR RATE CONTRACT YEAR 2		FULLY BURDENED LABOR RATE CONTRACT YEAR 3		FULLY BURDENED LABOR RATE OPTION YEAR 1		FULLY BURDENED LABOR RATE OPTION YEAR 2	
			HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Administrative Assistant I	139.98%	114.08%	\$ 81.67	\$ 72.85	\$ 84.61	\$ 75.47	\$ 87.65	\$ 78.19	\$ 90.81	\$ 81.01	\$ 94.08	\$ 83.92
Administrative Assistant II	139.98%	114.08%	\$ 111.73	\$ 99.68	\$ 115.76	\$ 103.26	\$ 119.92	\$ 106.98	\$ 124.24	\$ 110.83	\$ 128.71	\$ 114.82
Administrative Assistant III	139.98%	114.08%	\$ 123.42	\$ 110.10	\$ 127.86	\$ 114.06	\$ 132.47	\$ 118.17	\$ 137.24	\$ 122.43	\$ 142.18	\$ 126.83
Assistant Project Manager	139.98%	114.08%	\$ 194.14	\$ 173.19	\$ 201.13	\$ 179.43	\$ 208.37	\$ 185.88	\$ 215.88	\$ 192.58	\$ 223.65	\$ 199.51
Assistant Resident Engineer I	139.98%	114.08%	\$ 139.81	\$ 124.72	\$ 144.85	\$ 129.21	\$ 150.06	\$ 133.86	\$ 155.46	\$ 138.68	\$ 161.06	\$ 143.68
Assistant Resident Engineer II	139.98%	114.08%	\$ 171.42	\$ 152.92	\$ 177.59	\$ 158.42	\$ 183.98	\$ 164.13	\$ 190.61	\$ 170.03	\$ 197.47	\$ 176.16
Assistant Resident Engineer III	139.98%	114.08%	\$ 194.14	\$ 173.19	\$ 201.13	\$ 179.43	\$ 208.37	\$ 185.88	\$ 215.88	\$ 192.58	\$ 223.65	\$ 199.51
Engineering Technician I	139.98%	114.08%	\$ 43.17	\$ 38.51	\$ 44.73	\$ 39.90	\$ 46.34	\$ 41.34	\$ 48.00	\$ 42.82	\$ 49.73	\$ 44.37
Engineering Technician II	139.98%	114.08%	\$ 86.51	\$ 77.18	\$ 89.63	\$ 79.95	\$ 92.85	\$ 82.83	\$ 96.20	\$ 85.81	\$ 99.66	\$ 88.90
Engineering Technician III	139.98%	114.08%	\$ 124.31	\$ 110.89	\$ 128.78	\$ 114.89	\$ 133.42	\$ 119.02	\$ 138.22	\$ 123.31	\$ 143.20	\$ 127.75
Claims Mitigation Manager	139.98%	114.08%	\$ 170.10	\$ 151.74	\$ 176.22	\$ 157.20	\$ 182.57	\$ 162.86	\$ 189.14	\$ 168.72	\$ 195.95	\$ 174.80
Construction Management Task Manager	139.98%	114.08%	\$ 179.99	\$ 160.56	\$ 186.46	\$ 166.34	\$ 193.18	\$ 172.33	\$ 200.13	\$ 178.53	\$ 207.34	\$ 184.96
Contract Administrator I	139.98%	114.08%	\$ 111.73	\$ 99.68	\$ 115.76	\$ 103.26	\$ 119.92	\$ 106.98	\$ 124.24	\$ 110.83	\$ 128.71	\$ 114.82
Contract Administrator II	139.98%	114.08%	\$ 123.59	\$ 110.25	\$ 128.04	\$ 114.22	\$ 132.65	\$ 118.33	\$ 137.42	\$ 122.59	\$ 142.37	\$ 127.01
Contract Manager	139.98%	114.08%	\$ 271.99	\$ 242.64	\$ 281.79	\$ 251.37	\$ 291.93	\$ 260.42	\$ 302.44	\$ 269.80	\$ 313.33	\$ 279.51
Cost Estimator I	139.98%	114.08%	\$ 125.41	\$ 111.88	\$ 129.93	\$ 115.91	\$ 134.61	\$ 120.08	\$ 139.45	\$ 124.40	\$ 144.47	\$ 128.88
Cost Estimator II	139.98%	114.08%	\$ 151.57	\$ 135.21	\$ 157.03	\$ 140.08	\$ 162.68	\$ 145.12	\$ 168.54	\$ 150.35	\$ 174.60	\$ 155.76
Cost Estimator III	139.98%	114.08%	\$ 198.32	\$ 176.92	\$ 205.46	\$ 183.28	\$ 212.86	\$ 189.88	\$ 220.52	\$ 196.72	\$ 228.46	\$ 203.80
Database & Programming Support I	139.98%	114.08%	\$ 149.70	\$ 133.54	\$ 155.09	\$ 138.35	\$ 160.67	\$ 143.33	\$ 166.46	\$ 148.49	\$ 172.45	\$ 153.84
Database & Programming Support II	139.98%	114.08%	\$ 184.50	\$ 164.58	\$ 191.14	\$ 170.51	\$ 198.02	\$ 176.65	\$ 205.15	\$ 183.01	\$ 212.53	\$ 189.60
Database & Programming Support III	139.98%	114.08%	\$ 199.42	\$ 177.90	\$ 206.60	\$ 184.30	\$ 214.04	\$ 190.94	\$ 221.75	\$ 197.81	\$ 229.73	\$ 204.94
Design Engineer I	139.98%	114.08%	\$ 96.28	\$ 85.89	\$ 99.75	\$ 88.98	\$ 103.34	\$ 92.18	\$ 107.06	\$ 95.50	\$ 110.91	\$ 98.94
Design Engineer II	139.98%	114.08%	\$ 128.53	\$ 114.66	\$ 133.16	\$ 118.79	\$ 137.95	\$ 123.07	\$ 142.92	\$ 127.50	\$ 148.07	\$ 132.09
Design Engineer III	139.98%	114.08%	\$ 144.40	\$ 128.81	\$ 149.59	\$ 133.45	\$ 154.98	\$ 138.25	\$ 160.56	\$ 143.23	\$ 166.34	\$ 148.39
Environmental Scientist I	139.98%	114.08%	\$ 104.85	\$ 93.53	\$ 108.62	\$ 96.90	\$ 112.53	\$ 100.39	\$ 116.58	\$ 104.00	\$ 120.78	\$ 107.75
Environmental Scientist II	139.98%	114.08%	\$ 187.38	\$ 167.15	\$ 194.12	\$ 173.17	\$ 201.11	\$ 179.41	\$ 208.35	\$ 185.86	\$ 215.85	\$ 192.56
Environmental Scientist III	139.98%	114.08%	\$ 208.88	\$ 186.34	\$ 216.40	\$ 193.04	\$ 224.19	\$ 199.99	\$ 232.26	\$ 207.19	\$ 240.62	\$ 214.65
Inspector I (Civil, Structural, Track, Electrical, Mechanical)	139.98%	114.08%	\$ 139.81	\$ 124.72	\$ 144.85	\$ 129.21	\$ 150.06	\$ 133.86	\$ 155.46	\$ 138.68	\$ 161.06	\$ 143.68
Inspector II (Civil, Structural, Track, Electrical, Mechanical)	139.98%	114.08%	\$ 165.87	\$ 147.97	\$ 171.85	\$ 153.30	\$ 178.03	\$ 158.82	\$ 184.44	\$ 164.54	\$ 191.08	\$ 170.46
Inspector III (Civil, Structural, Track, Electrical, Mechanical)	139.98%	114.08%	\$ 194.14	\$ 173.19	\$ 201.13	\$ 179.43	\$ 208.37	\$ 185.88	\$ 215.88	\$ 192.58	\$ 223.65	\$ 199.51
Intern	139.98%	114.08%	\$ 45.60	\$ 40.68	\$ 47.24	\$ 42.14	\$ 48.94	\$ 43.66	\$ 50.70	\$ 45.23	\$ 52.53	\$ 46.86
Labor Compliance Officer	139.98%	114.08%	\$ 99.47	\$ 88.74	\$ 103.05	\$ 91.93	\$ 106.76	\$ 95.24	\$ 110.61	\$ 98.67	\$ 114.59	\$ 102.22
Office Engineer I	139.98%	114.08%	\$ 81.67	\$ 72.85	\$ 84.61	\$ 75.47	\$ 87.65	\$ 78.19	\$ 90.81	\$ 81.01	\$ 94.08	\$ 83.92
Office Engineer II	139.98%	114.08%	\$ 134.44	\$ 119.93	\$ 139.28	\$ 124.25	\$ 144.29	\$ 128.72	\$ 149.48	\$ 133.35	\$ 154.87	\$ 138.15
Office Engineer III	139.98%	114.08%	\$ 139.79	\$ 124.70	\$ 144.82	\$ 129.19	\$ 150.03	\$ 133.84	\$ 155.44	\$ 138.66	\$ 161.03	\$ 143.65

E741C-15 - EXHIBIT 1 - NEGOTIATED BILLING RATES - AECOM

POSITION	OVERHEAD (%)		FULLY BURDENED LABOR RATE CONTRACT YEAR 1		FULLY BURDENED LABOR RATE CONTRACT YEAR 2		FULLY BURDENED LABOR RATE CONTRACT YEAR 3		FULLY BURDENED LABOR RATE OPTION YEAR 1		FULLY BURDENED LABOR RATE OPTION YEAR 2	
			HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Principal Assistant Resident Engineer	139.98%	114.08%	\$ 187.50	\$ 167.26	\$ 194.25	\$ 173.28	\$ 201.24	\$ 179.52	\$ 208.48	\$ 185.98	\$ 215.99	\$ 192.68
Principal-in-Charge	139.98%	114.08%	\$ 385.46	\$ 343.86	\$ 399.33	\$ 356.23	\$ 413.71	\$ 369.06	\$ 428.60	\$ 382.34	\$ 444.03	\$ 396.11
Project Administrator I	139.98%	114.08%	\$ 111.73	\$ 99.68	\$ 115.76	\$ 103.26	\$ 119.92	\$ 106.98	\$ 124.24	\$ 110.83	\$ 128.71	\$ 114.82
Project Administrator II	139.98%	114.08%	\$ 123.59	\$ 110.25	\$ 128.04	\$ 114.22	\$ 132.65	\$ 118.33	\$ 137.42	\$ 122.59	\$ 142.37	\$ 127.01
Project Control Specialist I	139.98%	114.08%	\$ 123.59	\$ 110.25	\$ 128.04	\$ 114.22	\$ 132.65	\$ 118.33	\$ 137.42	\$ 122.59	\$ 142.37	\$ 127.01
Project Control Specialist II	139.98%	114.08%	\$ 155.99	\$ 139.15	\$ 161.60	\$ 144.16	\$ 167.42	\$ 149.35	\$ 173.45	\$ 154.73	\$ 179.69	\$ 160.30
Project Control Specialist III	139.98%	114.08%	\$ 115.19	\$ 102.76	\$ 119.34	\$ 106.46	\$ 123.63	\$ 110.29	\$ 128.08	\$ 114.26	\$ 132.70	\$ 118.37
Project Controls Task Manager	139.98%	114.08%	\$ 198.32	\$ 176.92	\$ 205.46	\$ 183.28	\$ 212.86	\$ 189.88	\$ 220.52	\$ 196.72	\$ 228.46	\$ 203.80
Project Engineer I	139.98%	114.08%	\$ 96.28	\$ 85.89	\$ 99.75	\$ 88.98	\$ 103.34	\$ 92.18	\$ 107.06	\$ 95.50	\$ 110.91	\$ 98.94
Project Engineer II	139.98%	114.08%	\$ 128.53	\$ 114.66	\$ 133.16	\$ 118.79	\$ 137.95	\$ 123.07	\$ 142.92	\$ 127.50	\$ 148.07	\$ 132.09
Project Engineer III	139.98%	114.08%	\$ 144.40	\$ 128.81	\$ 149.59	\$ 133.45	\$ 154.98	\$ 138.25	\$ 160.56	\$ 143.23	\$ 166.34	\$ 148.39
Project Management Task Leader	139.98%	114.08%	\$ 282.10	\$ 251.65	\$ 292.25	\$ 260.71	\$ 302.77	\$ 270.10	\$ 313.67	\$ 279.82	\$ 324.97	\$ 289.89
Project Manager I	139.98%	114.08%	\$ 160.95	\$ 143.58	\$ 166.75	\$ 148.75	\$ 172.75	\$ 154.11	\$ 178.97	\$ 159.66	\$ 185.41	\$ 165.40
Project Manager II	139.98%	114.08%	\$ 209.31	\$ 186.72	\$ 216.85	\$ 193.44	\$ 224.65	\$ 200.41	\$ 232.74	\$ 207.62	\$ 241.12	\$ 215.10
Project Manager III	139.98%	114.08%	\$ 220.64	\$ 196.83	\$ 228.58	\$ 203.91	\$ 236.81	\$ 211.25	\$ 245.33	\$ 218.86	\$ 254.17	\$ 226.74
Project Manager IV	139.98%	114.08%	\$ 257.16	\$ 229.41	\$ 266.42	\$ 237.67	\$ 276.01	\$ 246.22	\$ 285.95	\$ 255.09	\$ 296.24	\$ 264.27
Project Scheduler I	139.98%	114.08%	\$ 127.57	\$ 113.80	\$ 132.17	\$ 117.90	\$ 136.92	\$ 122.15	\$ 141.85	\$ 126.54	\$ 146.96	\$ 131.10
Project Scheduler II	139.98%	114.08%	\$ 187.18	\$ 166.98	\$ 193.92	\$ 172.99	\$ 200.90	\$ 179.22	\$ 208.14	\$ 185.67	\$ 215.63	\$ 192.36
Project Scheduler III	139.98%	114.08%	\$ 198.32	\$ 176.92	\$ 205.46	\$ 183.28	\$ 212.86	\$ 189.88	\$ 220.52	\$ 196.72	\$ 228.46	\$ 203.80
QA Inspector	139.98%	114.08%	\$ 158.07	\$ 141.01	\$ 163.77	\$ 146.09	\$ 169.66	\$ 151.35	\$ 175.77	\$ 156.80	\$ 182.10	\$ 162.44
Resident Engineer I	139.98%	114.08%	\$ 141.42	\$ 126.16	\$ 146.51	\$ 130.70	\$ 151.79	\$ 135.40	\$ 157.25	\$ 140.28	\$ 162.91	\$ 145.33
Resident Engineer II	139.98%	114.08%	\$ 179.99	\$ 160.56	\$ 186.46	\$ 166.34	\$ 193.18	\$ 172.33	\$ 200.13	\$ 178.53	\$ 207.34	\$ 184.96
Resident Engineer III	139.98%	114.08%	\$ 208.06	\$ 185.61	\$ 215.55	\$ 192.29	\$ 223.31	\$ 199.21	\$ 231.35	\$ 206.38	\$ 239.68	\$ 213.81
Safety Manager	139.98%	114.08%	\$ 136.84	\$ 122.07	\$ 141.76	\$ 126.46	\$ 146.87	\$ 131.02	\$ 152.15	\$ 135.73	\$ 157.63	\$ 140.62
Structure Materials Representative I	139.98%	114.08%	\$ 158.07	\$ 141.01	\$ 163.77	\$ 146.09	\$ 169.66	\$ 151.35	\$ 175.77	\$ 156.80	\$ 182.10	\$ 162.44
Structure Materials Representative II	139.98%	114.08%	\$ 201.68	\$ 179.91	\$ 208.94	\$ 186.39	\$ 216.46	\$ 193.10	\$ 224.25	\$ 200.05	\$ 232.33	\$ 207.25
Structure Representative I	139.98%	114.08%	\$ 148.91	\$ 132.84	\$ 154.27	\$ 137.62	\$ 159.82	\$ 142.57	\$ 165.58	\$ 147.71	\$ 171.54	\$ 153.02
Structure Representative II	139.98%	114.08%	\$ 170.10	\$ 151.74	\$ 176.22	\$ 157.20	\$ 182.57	\$ 162.86	\$ 189.14	\$ 168.72	\$ 195.95	\$ 174.80
Structure Representative III	139.98%	114.08%	\$ 208.06	\$ 185.61	\$ 215.55	\$ 192.29	\$ 223.31	\$ 199.21	\$ 231.35	\$ 206.38	\$ 239.68	\$ 213.81
System Engineer I	139.98%	114.08%	\$ 177.85	\$ 158.65	\$ 184.25	\$ 164.37	\$ 190.88	\$ 170.28	\$ 197.76	\$ 176.41	\$ 204.88	\$ 182.76
System Engineer II	139.98%	114.08%	\$ 226.49	\$ 202.05	\$ 234.65	\$ 209.32	\$ 243.09	\$ 216.86	\$ 251.85	\$ 224.66	\$ 260.91	\$ 232.75
System Engineer III	139.98%	114.08%	\$ 257.16	\$ 229.41	\$ 266.42	\$ 237.67	\$ 276.01	\$ 246.22	\$ 285.95	\$ 255.09	\$ 296.24	\$ 264.27
Technical Expert	139.98%	114.08%	\$ 282.10	\$ 251.65	\$ 292.25	\$ 260.71	\$ 302.77	\$ 270.10	\$ 313.67	\$ 279.82	\$ 324.97	\$ 289.89
Technical Lead	139.98%	114.08%	\$ 257.16	\$ 229.41	\$ 266.42	\$ 237.67	\$ 276.01	\$ 246.22	\$ 285.95	\$ 255.09	\$ 296.24	\$ 264.27

E741C-15 - EXHIBIT 1 - PRICING FORM - AURIGA CORPORATION

POSITION	OVERHEAD (%)		FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
			HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Administrative Assistant	150.0%	137.0%	\$50.00	\$47.40	\$51.25	\$48.59	\$52.53	\$49.80	\$53.84	\$51.04	\$55.19	\$52.32
CAD/Engineering Technician I	150.0%	137.0%	\$87.50	\$82.95	\$89.69	\$85.02	\$91.93	\$87.15	\$94.23	\$89.33	\$96.58	\$91.56
Document Control Specialist I	150.0%	137.0%	\$94.38	\$89.47	\$96.73	\$91.70	\$99.15	\$94.00	\$101.63	\$96.35	\$104.17	\$98.76
Inspector I	150.0%	137.0%	\$105.00	\$99.54	\$107.63	\$102.03	\$110.32	\$104.58	\$113.07	\$107.19	\$115.90	\$109.87
Inspector II	150.0%	137.0%	\$168.75	\$159.98	\$172.97	\$163.97	\$177.29	\$168.07	\$181.73	\$172.28	\$186.27	\$176.58
Office Engineer I	150.0%	137.0%	\$94.38	\$89.47	\$96.73	\$91.70	\$99.15	\$94.00	\$101.63	\$96.35	\$104.17	\$98.76
Project Manager I	150.0%	137.0%	\$168.75	\$159.98	\$172.97	\$163.97	\$177.29	\$168.07	\$181.73	\$172.28	\$186.27	\$176.58
Project Manager III	150.0%	137.0%	\$250.00	\$237.00	\$256.25	\$242.93	\$262.66	\$249.00	\$269.22	\$255.22	\$275.95	\$261.60
Project Scheduler III	150.0%	137.0%	\$187.50	\$177.75	\$192.19	\$182.19	\$196.99	\$186.75	\$201.92	\$191.42	\$206.96	\$196.20
Resident Engineer I	150.0%	137.0%	\$200.00	\$189.60	\$205.00	\$194.34	\$210.13	\$199.20	\$215.38	\$204.18	\$220.76	\$209.28
Resident Engineer II	150.0%	137.0%	\$168.75	\$159.98	\$172.97	\$163.97	\$177.29	\$168.07	\$181.73	\$172.28	\$186.27	\$176.58
Systems Engineer I	150.0%	137.0%	\$175.00	\$165.90	\$179.38	\$170.05	\$183.86	\$174.30	\$188.46	\$178.66	\$193.17	\$183.12
Vehicle Engineer I	150.0%	137.0%	\$227.50	\$215.67	\$233.19	\$221.06	\$239.02	\$226.59	\$244.99	\$232.25	\$251.12	\$238.06
Electrical Engineer (Design)	150.0%	137.0%	\$175.00	\$165.90	\$179.38	\$170.05	\$183.86	\$174.30	\$188.46	\$178.66	\$193.17	\$183.12
Communications Engineer	150.0%	137.0%	\$175.00	\$165.90	\$179.38	\$170.05	\$183.86	\$174.30	\$188.46	\$178.66	\$193.17	\$183.12
IT Services Engineer	150.0%	137.0%	\$190.63	\$180.71	\$195.39	\$185.23	\$200.28	\$189.86	\$205.28	\$194.61	\$210.41	\$199.47

E74C-15 - EXHIBIT 1 - PRICING FORM - COAST SURVEYING, INC.

POSITION	OVERHEAD (%)		FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
			HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Survey Analyst	177.23%	177.23%	\$113.66	\$113.66	\$117.76	\$117.76	\$122.00	\$122.00	\$126.39	\$126.39	\$130.94	\$130.94
Survey Chainman	177.23%	177.23%	\$114.80	\$114.80	\$118.93	\$118.93	\$123.22	\$123.22	\$127.65	\$127.65	\$132.25	\$132.25
Survey Manager	177.23%	177.23%	\$186.58	\$186.58	\$193.29	\$193.29	\$200.25	\$200.25	\$207.46	\$207.46	\$214.93	\$214.93
Survey Party Chief	177.23%	177.23%	\$129.36	\$129.36	\$134.01	\$134.01	\$138.84	\$138.84	\$143.83	\$143.83	\$149.01	\$149.01
Surveyor	177.23%	177.23%	\$143.22	\$143.22	\$148.37	\$148.37	\$153.71	\$153.71	\$159.25	\$159.25	\$164.98	\$164.98

E741C-15 - EXHIBIT 1 - PRICING FORM - COSTIN PUBLIC OUTREACH GROUP

POSITION	FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
	(\$)		(\$)		(\$)		(\$)		(\$)	
	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Public Relations Specialist*	\$165.00	\$165.00	\$170.94	\$170.94	\$177.09	\$177.09	\$183.47	\$183.47	\$190.07	\$190.07
Community Liaison*	\$110.00	\$110.00	\$113.96	\$113.96	\$118.06	\$118.06	\$122.31	\$122.31	\$126.72	\$126.72

**CPOG doesn't have an audited OH rate. CPOG proposes to bill at a "fixed rate" as Fully burdened labor rate. The fixed rate will be the final billing rate for CPOG's service.

No fixed fee will be added to the above rates in CTO negotiation later.

E741C-15 - EXHIBIT 1 - NEGOTIATED BILLING RATES - DOUGLAS ENGINEERING

POSITION	OVERHEAD (%)		FULLY BURDENED LABOR RATE CONTRACT YEAR 1		FULLY BURDENED LABOR RATE CONTRACT YEAR 2		FULLY BURDENED LABOR RATE CONTRACT YEAR 3		FULLY BURDENED LABOR RATE OPTION YEAR 1		FULLY BURDENED LABOR RATE OPTION YEAR 2	
			HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Administrative Assistant	69.79%	69.79%	\$ 59.43	\$ 59.43	\$ 61.57	\$ 61.57	\$ 63.79	\$ 63.79	\$ 66.09	\$ 66.09	\$ 68.47	\$ 68.47
CAD/Engineering Technician I	69.79%	69.79%	\$ 71.31	\$ 71.31	\$ 73.88	\$ 73.88	\$ 76.54	\$ 76.54	\$ 79.30	\$ 79.30	\$ 82.15	\$ 82.15
Engineering Aide	69.79%	69.79%	\$ 50.94	\$ 50.94	\$ 52.77	\$ 52.77	\$ 54.67	\$ 54.67	\$ 56.64	\$ 56.64	\$ 58.68	\$ 58.68
Project Engineer I	69.79%	69.79%	\$ 110.36	\$ 110.36	\$ 114.33	\$ 114.33	\$ 118.45	\$ 118.45	\$ 122.71	\$ 122.71	\$ 127.13	\$ 127.13
Project Manager I	69.79%	69.79%	\$ 144.32	\$ 144.32	\$ 149.52	\$ 149.52	\$ 154.90	\$ 154.90	\$ 160.48	\$ 160.48	\$ 166.26	\$ 166.26
** The overhead rate for the initial contract year will be 69.79% and shall be used until an overhead rate for subsequent contract												
years has been established and incorporated into the Agreement by a written amendment.												

E74C-15 - EXHIBIT 1 - PRICING FORM - IEM

POSITION	OVERHEAD (%)		FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
			(\$)		(\$)		(\$)		(\$)		(\$)	
	Home	Field	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Document Control Specialist	132.56%	132.56%	\$72.14	\$72.14	\$74.74	\$74.74	\$77.43	\$77.43	\$80.22	\$80.22	\$83.10	\$83.10
Sr. Inspector	132.56%	132.56%	\$116.79	\$116.79	\$121.00	\$121.00	\$125.35	\$125.35	\$129.86	\$129.86	\$134.54	\$134.54
Resident Engineer	132.56%	132.56%	\$145.35	\$145.35	\$150.58	\$150.58	\$156.00	\$156.00	\$161.62	\$161.62	\$167.44	\$167.44
Sr. Project Engineer	132.56%	132.56%	\$84.14	\$84.14	\$87.17	\$87.17	\$90.31	\$90.31	\$93.56	\$93.56	\$96.93	\$96.93
Project Engineer	132.56%	132.56%	\$86.19	\$86.19	\$89.29	\$89.29	\$92.50	\$92.50	\$95.83	\$95.83	\$99.28	\$99.28
Sr. Project Manager	132.56%	132.56%	\$173.56	\$173.56	\$179.81	\$179.81	\$186.28	\$186.28	\$192.99	\$192.99	\$199.93	\$199.93
Project Manager	132.56%	132.56%	\$98.51	\$98.51	\$102.06	\$102.06	\$105.73	\$105.73	\$109.54	\$109.54	\$113.48	\$113.48
Sr. Scheduler	132.56%	132.56%	\$146.61	\$146.61	\$151.88	\$151.88	\$157.35	\$157.35	\$163.02	\$163.02	\$168.88	\$168.88
Sr. Cost Estimator	132.56%	132.56%	\$116.28	\$116.28	\$120.47	\$120.47	\$124.80	\$124.80	\$129.30	\$129.30	\$133.95	\$133.95

E741C-15 - EXHIBIT 1 - NEGOTIATED BILLING RATES - LTK ENGINEERING

POSITION	OVERHEAD (%)		FULLY BURDENED LABOR RATE CONTRACT YEAR 1		FULLY BURDENED LABOR RATE CONTRACT YEAR 2		FULLY BURDENED LABOR RATE CONTRACT YEAR 3		FULLY BURDENED LABOR RATE OPTION YEAR 1		FULLY BURDENED LABOR RATE OPTION YEAR 2	
			HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Administrative Staff	146.65%	118.84%	\$ 107.00	\$ 94.93	\$ 110.85	\$ 98.35	\$ 114.84	\$ 101.89	\$ 118.97	\$ 105.56	\$ 123.25	\$ 109.36
Project Consultant	146.65%	118.84%	\$ 255.38	\$ 226.59	\$ 264.57	\$ 234.75	\$ 274.09	\$ 243.20	\$ 283.96	\$ 251.96	\$ 294.18	\$ 261.03
Senior Vehicle Consultant	146.65%	118.84%	\$ 264.90	\$ 235.03	\$ 274.44	\$ 243.49	\$ 284.32	\$ 252.26	\$ 294.56	\$ 261.34	\$ 305.16	\$ 270.75
Vehicle Consultant	146.65%	118.84%	\$ 161.51	\$ 143.30	\$ 167.32	\$ 148.46	\$ 173.34	\$ 153.80	\$ 179.58	\$ 159.34	\$ 186.04	\$ 165.08
CADD Technician	146.65%	118.84%	\$ 104.53	\$ 92.74	\$ 108.29	\$ 96.08	\$ 112.19	\$ 99.54	\$ 116.23	\$ 103.12	\$ 120.41	\$ 106.83
Designer	146.65%	118.84%	\$ 141.28	\$ 125.35	\$ 146.37	\$ 129.86	\$ 151.64	\$ 134.53	\$ 157.10	\$ 139.37	\$ 162.76	\$ 144.39
Inspector	146.65%	118.84%	\$ 129.20	\$ 114.63	\$ 133.85	\$ 118.76	\$ 138.67	\$ 123.04	\$ 143.66	\$ 127.47	\$ 148.83	\$ 132.06
Project Analyst	146.65%	118.84%	\$ 142.91	\$ 126.80	\$ 148.05	\$ 131.36	\$ 153.38	\$ 136.09	\$ 158.90	\$ 140.99	\$ 164.62	\$ 146.07
Senior Professional	146.65%	118.84%	\$ 213.85	\$ 189.73	\$ 221.55	\$ 196.56	\$ 229.53	\$ 203.64	\$ 237.79	\$ 210.97	\$ 246.35	\$ 218.56
Senior Systems Consultant	146.65%	118.84%	\$ 223.56	\$ 198.36	\$ 231.61	\$ 205.50	\$ 239.95	\$ 212.90	\$ 248.59	\$ 220.56	\$ 257.54	\$ 228.50
Staff Consultant	146.65%	118.84%	\$ 137.43	\$ 121.94	\$ 142.38	\$ 126.33	\$ 147.51	\$ 130.88	\$ 152.82	\$ 135.59	\$ 158.32	\$ 140.47
Systems Consultant	146.65%	118.84%	\$ 139.90	\$ 124.13	\$ 144.94	\$ 128.60	\$ 150.16	\$ 133.23	\$ 155.57	\$ 138.03	\$ 161.17	\$ 143.00
Staff Professional	146.65%	118.84%	\$ 108.53	\$ 96.29	\$ 112.44	\$ 99.76	\$ 116.49	\$ 103.35	\$ 120.68	\$ 107.07	\$ 125.02	\$ 110.92

E741C-15 - EXHIBIT 1 - NEGOTIATED BILLING RATES - MTGL

POSITION	FULLY BURDENED LABOR RATE - CONTRACT YEAR 1 (\$)		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2 (\$)		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3 (\$)		FULLY BURDENED LABOR RATE - OPTION YEAR 1 (\$)		FULLY BURDENED LABOR RATE - OPTION YEAR 2 (\$)	
	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Soil / Material Tester	\$95.00	\$95.00	\$97.00	\$97.00	\$99.00	\$99.00	\$101.00	\$101.00	\$103.00	\$103.00
Special Inspector	\$97.00	\$97.00	\$99.00	\$99.00	\$101.00	\$101.00	\$103.00	\$103.00	\$105.00	\$105.00
Non Destructive Examination	\$99.00	\$99.00	\$101.00	\$101.00	\$103.00	\$103.00	\$105.00	\$105.00	\$107.00	\$107.00

**MTGL doesn't have an audited OH rate. MTGL proposes to bill a "Fixed Rate" as Fully burdened labor rate. The fixed rate will be the final billing rate for MTGL's service. No fixed fee will be added to the above rates in CTO negotiation later.

E741C-15 - EXHIBIT 1 - PRICING FORM - PACIFIC RAILWAY ENTERPRISES, INC.

POSITION	OVERHEAD (%)**		FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
			HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	Home	Field	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Signal Designer I	97.46%	97.46%	\$45.42	\$45.42	\$47.05	\$47.05	\$48.74	\$48.74	\$50.50	\$50.50	\$52.32	\$52.32
Signal Designer II	97.46%	97.46%	\$51.34	\$51.34	\$53.19	\$53.19	\$55.10	\$55.10	\$57.09	\$57.09	\$59.14	\$59.14
Signal Designer III	97.46%	97.46%	\$66.15	\$66.15	\$68.53	\$68.53	\$71.00	\$71.00	\$73.55	\$73.55	\$76.20	\$76.20
Railroad Systems Tech I	97.46%	97.46%	\$82.93	\$82.93	\$85.92	\$85.92	\$89.01	\$89.01	\$92.22	\$92.22	\$95.54	\$95.54
Railroad Systems Tech II	97.46%	97.46%	\$90.83	\$90.83	\$94.10	\$94.10	\$97.49	\$97.49	\$101.00	\$101.00	\$104.63	\$104.63
Sr. Railroad Systems Tech I	97.46%	97.46%	\$112.55	\$112.55	\$116.60	\$116.60	\$120.80	\$120.80	\$125.15	\$125.15	\$129.66	\$129.66
Sr. Railroad Systems Tech II	97.46%	97.46%	\$132.30	\$132.30	\$137.06	\$137.06	\$142.00	\$142.00	\$147.11	\$147.11	\$152.40	\$152.40
Sr. Railroad Communications Tech	97.46%	97.46%	\$140.20	\$140.20	\$145.24	\$145.24	\$150.47	\$150.47	\$155.89	\$155.89	\$161.50	\$161.50
Sr. Railroad Systems Tech III	97.46%	97.46%	\$142.17	\$142.17	\$147.29	\$147.29	\$152.59	\$152.59	\$158.09	\$158.09	\$163.78	\$163.78
Sr. Railroad Systems Tech IV	97.46%	97.46%	\$163.89	\$163.89	\$169.79	\$169.79	\$175.90	\$175.90	\$182.24	\$182.24	\$188.80	\$188.80
Systems Engineer	97.46%	97.46%	\$142.17	\$142.17	\$147.29	\$147.29	\$152.59	\$152.59	\$158.09	\$158.09	\$163.78	\$163.78
Sr. Systems Engineer	97.46%	97.46%	\$205.36	\$205.36	\$212.75	\$212.75	\$220.41	\$220.41	\$228.35	\$228.35	\$236.57	\$236.57
** The overhead rate for the initial contract year will be 97.46% and shall be used until an overhead rate for subsequent contract years has been established and incorporated into the Agreement by a written amendment.												

E741C-15 - EXHIBIT 1 - PRICING FORM - SAFEWORK

POSITION	FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Administrative Assistant	\$60.00	\$60.00	\$62.16	\$62.16	\$64.40	\$64.40	\$66.72	\$66.72	\$69.12	\$69.12
Contract Administrator II	\$60.00	\$60.00	\$62.16	\$62.16	\$64.40	\$64.40	\$66.72	\$66.72	\$69.12	\$69.12
Contract Administrator III (labor compliance)	\$108.95	\$108.95	\$112.88	\$112.88	\$116.94	\$116.94	\$121.15	\$121.15	\$125.51	\$125.51
Inspector III	\$126.15	\$126.15	\$130.69	\$130.69	\$135.39	\$135.39	\$140.27	\$140.27	\$145.32	\$145.32
Office Administrator	\$60.00	\$60.00	\$62.16	\$62.16	\$64.40	\$64.40	\$66.72	\$66.72	\$69.12	\$69.12
Safety Manager	\$153.66	\$153.66	\$159.20	\$159.20	\$164.93	\$164.93	\$170.87	\$170.87	\$177.02	\$177.02
Special Inspector/Materials Tester	\$85.24	\$85.24	\$88.31	\$88.31	\$91.49	\$91.49	\$94.78	\$94.78	\$98.20	\$98.20

E741C-15 - EXHIBIT 1 - PRICING FORM - SEQUOIA CONSULTANTS, INC.

POSITION	FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sr. Materials Engineer	\$165.00	N/A	\$170.94	N/A	\$177.09	N/A	\$183.47	N/A	\$190.07	N/A
Materials Tester/Special Inspector (1.0 Straight Time)	N/A	\$104.00	N/A	\$107.74	N/A	\$111.62	N/A	\$115.64	N/A	\$119.80
Welding Inspector (1.0 Straight Time)	N/A	\$104.00	N/A	\$107.74	N/A	\$111.62	N/A	\$115.64	N/A	\$119.80
Source Inspector (1.0 Straight Time)	N/A	\$118.00	N/A	\$122.25	N/A	\$126.65	N/A	\$131.21	N/A	\$135.93

E741C-15 - EXHIBIT 1 - NEGOTIATED BILLING RATES - TRANSPOLY

POSITION	FULLY BURDENED LABOR RATE - CONTRACT YEAR 1		FULLY BURDENED LABOR RATE - CONTRACT YEAR 2		FULLY BURDENED LABOR RATE - CONTRACT YEAR 3		FULLY BURDENED LABOR RATE - OPTION YEAR 1		FULLY BURDENED LABOR RATE - OPTION YEAR 2	
	(\$)		(\$)		(\$)		(\$)		(\$)	
	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD	HOME	FIELD
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
CAD/Engineering Technician III	\$30.00	\$30.00	\$31.08	\$31.08	\$32.32	\$32.32	\$33.62	\$33.62	\$34.96	\$34.96
Senior Project Manager	\$125.00	\$125.00	\$129.50	\$129.50	\$134.68	\$134.68	\$140.07	\$140.07	\$145.67	\$145.67
Data Analyst II	\$75.00	\$75.00	\$77.70	\$77.70	\$80.81	\$80.81	\$84.04	\$84.04	\$87.40	\$87.40

**Transpoly doesn't have an audited OH rate. Transpoly proposes to bill a "Fixed Rate" as Fully burdened labor rate. The fixed rate will be the final billing rate for Transpoly's service. No fixed fee will be added to the above rates in CTO negotiation later.

EXHIBIT 2 – CONTRACT TASK ORDER (CTO) FORMS

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

(in a separate file)

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 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.

Line 1 – Labor: 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.

Line 2 – Subconsultants/Suppliers: 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.

Line 3 – Other Direct Costs: 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."

Line 4 – Fee: Will 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 ESTIMATED COST AND FEE as provided on the final line of Form 60.

**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 Project Management, Construction Management and Staffing Assistance Services 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 scope of services 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 scope of services involves low degree of risk, the weighting should be 0.06. Where the scope of services involves medium degree of risk, the weighting should be 0.09. Where the scope of services 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) MONTHLY RACE-CONSCIOUS DBE SUB-CONSULTANTS REPORT SUMMARY AND PAYMENT VERIFICATION (FORM 103)**
- 7) BUDGET TRACKER BY PROJECT**
- 8) LABOR TRACKER BY PROJECT**
- 9) BUDGET TRACKER BY CTO**
- 10) LABOR TRACKER BY CTO**
- 11) ACTION ITEM TRACKER**
- 12) CERTIFIED PAYROLL FORM**
- 13) MONTHLY PROGRESS REPORT**
- 14) PROJECT LABOR SUMMARY**
- 15) PERFORMANCE EVALUATION**

(in a separate file)

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 (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). All bills shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.

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

Time for travel will not be reimbursed.

A. Auto Mileage

Auto Mileage if using personal automobile will be reimbursed at the IRS rate. Travel to Authority facility within the five county areas will not be reimbursed. Travel between Authority facility to Authority 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 (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

D. Meals

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

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.

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

The Authority has recently received DOT/FTA and Authority Board approval to re-instate race-conscious DBE Program measures, including contract-specific DBE goals, to assist the Authority in meeting its overall DBE goal. Therefore, a DBE goal of 10% has been established for this DOT-assisted contract.

A. DBE Certification and Eligibility

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

B. Commercially Useful Function Standards

- A DBE must perform a commercially useful function in accordance with 49 CFR 26.55.

- A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
- A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume that it is performing a commercially useful function.
- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

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

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

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

- When a DBE is proposed to participate in the Contract, either as a prime Consultant or subconsultant, only the value of the work proposed to be performed by the DBE with its own forces may be counted toward 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 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 DBE attainment.
- Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward 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 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 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 DBE participation on the Contract.
 - The Consultant is advised not to count the participation of DBEs toward the Consultant's DBE attainment until the amount being counted has been paid to the DBE.

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

- DBEs listed by the Consultant in its "DBE 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 DBE participation. This notice should be provided prior to the commencement of that portion of the work.

G. Additional DBE Subconsultants. In the event that the Consultant identifies additional DBE subconsultants or suppliers not previously identified for DBE participation under the Contract, Consultant shall notify the Authority by completing and submitting a **"DBE Addition/Substitution/Termination Request" form** to enable Consultant to capture all DBE participation. Consultant shall also submit, for each DBE identified after Contract execution, a written confirmation from the DBE acknowledging that it is participating in the

Contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

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

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

- A Consultant shall not terminate a listed DBE subconsultant without the Authority's prior written consent.
- Prior to the termination request, the prime Consultant must notify the DBE, in writing, of the intent to terminate, allowing for five days of response time in opposition of the rejection.
- A Consultant may only terminate a DBE subconsultant for "good cause," as defined in 49 CFR § 26.53.
- Good cause does NOT exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the Consultant (e.g., failure of the Consultant to make timely payments or the unnecessary placing of obstacles in the path of the DBE's work). Good cause also does NOT exist if the Consultant seeks to terminate a DBE so that it can self-perform the work of the terminated DBE.
- In the event that the Consultant needs to substitute or terminate a DBE firm AND if the substitution/termination request meets the definition of "good cause," the Consultant shall notify the Authority by completing and submitting a **"DBE Addition/Substitution/Termination Request" form** for the Authority's prior written approval.
- The Consultant must make a Good Faith Effort (GFE) to replace the terminated DBE with another DBE. The Consultant's GFE shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the Consultant's DBE participation commitment approved by the Authority prior to award of the Contract.
- Failure by the Consultant to adhere to these requirements may constitute a material breach of contract, which may result in the termination of the contract or such other remedy as the Authority deems appropriate.

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

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

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
RACE-CONSCIOUS PARTICIPATION LISTING FORMS**

DBE Firm Name: Pacific Railway Enterprises	Description of Work to be Performed (NOTE: Proof of certification displaying the appropriate NAICS code(s) MUST be attached) Signals and Communications	
Address, City, State, Zip: 3560 University Avenue, Suite F, Riverside, A 92501		
Contact Person: Jennifer Purcell, PE	Title: President	
Email Address: japurcell@pacrail.com	Phone #: (951) 784-4630	
Estimated DBE Subcontract % of Prime Contract Value: 1%		

DBE Firm Name: Auriga Corporation	Description of Work to be Performed (NOTE: Proof of certification displaying the appropriate NAICS code(s) MUST be attached) IT and Telecommunications	
Address, City, State, Zip: 890 Hillview Court, Suite 130, Milpitas, CA 95035		
Contact Person: Parkash Daryani	Title: President	
Email Address: pdaryani@aurigacorp.com	Phone #: (408) 946-5400	
Estimated DBE Subcontract % of Prime Contract Value: 1%		

DBE Firm Name: Sequoia Consultants	Description of Work to be Performed (NOTE: Proof of certification displaying the appropriate NAICS code(s) MUST be attached) Materials Testing	
Address, City, State, Zip: 361 West Grove Avenue, Orange, CA 92865		
Contact Person: Pri Desilva	Title: President	
Email Address: pdesilva@sequoiacon.com	Phone #: (714) 975-6316	
Estimated DBE Subcontract % of Prime Contract Value: 3%		

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

DBE Firm Name: MTGL	Description of Work to be Performed (NOTE: Proof of certification displaying the appropriate NAICS code(s) MUST be attached) Materials Testing	
Address, City, State, Zip: 2992 East La Palma Avenue, Suite A, Anaheim, CA 92806		
Contact Person: Stephen Koch	Title: Senior Vice President	
Email Address: skoch@mtginc.com	Phone #: (714) 632-2999	
Estimated DBE Subcontract % of Prime Contract Value: 2%		

DBE Firm Name: Coast Surveying	Description of Work to be Performed (NOTE: Proof of certification displaying the appropriate NAICS code(s) MUST be attached) Surveying	
Address, City, State, Zip: 15031 Parkway Loop, Suite B, Tustin, CA 92780		
Contact Person: Ruel del Castillo	Title: President	
Email Address: Ruel.delcastillo@coastsurvey.com	Phone #: (714) 918-6266	
Estimated DBE Subcontract % of Prime Contract Value: 1%		

DBE Firm Name: Integrated Engineering Management	Description of Work to be Performed (NOTE: Proof of certification displaying the appropriate NAICS code(s) MUST be attached) PM/CM - Facilities	
Address, City, State, Zip: 302 W. 5 th Street, Suite 207, San Pedro, CA 90731		
Contact Person: Behat Zanjani	Title: President	
Email Address: bzanjani@iemcm.com	Phone #: (310) 221-0749	
Estimated DBE Subcontract % of Prime Contract Value: 1%		

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

DBE Firm Name: Safework, Inc.	Description of Work to be Performed (NOTE: Proof of certification displaying the appropriate NAICS code(s) MUST be attached) Construction Safety/Training	
Address, City, State, Zip: 20750 Ventura Blvd., Suite 330, Woodland Hills, CA 91364		
Contact Person: Rebecca Jones	Title: President and CEO	
Email Address: rebeccaaj@safeworkinc.com	Phone #: (818) 716-0384	
Estimated DBE Subcontract % of Prime Contract Value: 1%		

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

Name of Prime Proposer:	AECOM Technical Services, Inc.	SCRRA Contract #:	E741-15
Contact Name:	Chris Mockus	DBE Contract Goal Established by SCRRA:	10%
Title:	Vice President	Prime Proposer's DBE Commitment % (of Total Price Proposed by Prime):	10%
Address, City, State, Zip:	999 Town & Country Rd., Orange, CA 92868		
Phone #:	(714) 795-2969		
Email Address:	chris.mockus@aecom.com		

Christopher Mockus

Signature of Authorized
Representative

Chris Mockus
Name

Vice President

Title

11/12/2014

Date

FOR SCRRA USE ONLY:

Approved DBE Commitment % After SCRRA Evaluation:	%	Met DBE Contract Goal? (Y/N)		GFE Required? (Y/N)	
Evaluator's Name/Title:	Dalia Sabaliauskas, Manager of Diversity & Labor Compliance	Date:		Signature:	

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

CONTRACT NO. E741C-15

EX6-1

AWARDED BY BOARD: 01/23/15

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

Reporting Period (Mo/Yr): _____	Contract Award Date: _____	Report prepared by: _____
Report Number: _____	Original Contract Award Amount: _____	Report reviewed by: _____
SCRRA Contract Number: _____	Current Contract Value: _____	Signature: _____
Prime Contractor/Consultant: _____	Total Dollars Paid to Prime to date: \$ _____	Title: _____
Contact Name: _____	SCRRA's Overall DBE Goal (%): <u>9%</u>	SCRRA's SBE Contract Goal (%): <u>n/a</u>
Telephone #: _____	Prime's DBE Commitment (%): _____	Prime's SBE Commitment (%): _____
Email Address: _____	\$ Paid to DBEs this Reporting Period: \$ _____	\$ Paid to SBEs this Reporting Period: \$ _____
	Total \$ Paid to DBEs to date: \$ _____	Total \$ Paid to SBEs to date: \$ _____
	Race-Neutral DBE Participation % to date: _____ %	SBE Participation % to date: _____ %

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

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

DBE ADDITION/SUBSTITUTION/TERMINATION REQUEST FORM

CONTRACT NO. E741C-15

EX6-1

AWARDED BY BOARD: 01/23/15

DBE ADDITION/SUBSTITUTION/TERMINATION REQUEST FORM

INSTRUCTIONS TO PRIME CONSULTANT

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

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

FOR SCRRRA USE ONLY:

If NOT approved, state reason(s):			
Reviewed by (PM):	Name: _____	Signature: _____	Date: _____
Reviewed by (CA):	Name: _____	Signature: _____	Date: _____
Approved by (DBELO):	Name: _____	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
<http://audit.transportation.org/Documents/UAAG-3%20FINAL.pdf>

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM
CONTRACT NO. E741C-15**

**PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT
AND STAFF ASSISTANCE SERVICES**

**ATTACHMENT A
SCOPE OF SERVICES**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM
CONTRACT NO. E741C-15
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT
AND STAFF ASSISTANCE SERVICES
ATTACHMENT A
SCOPE OF SERVICES**

TABLE OF CONTENTS

1	OVERVIEW.....	1
1.1	INTRODUCTION.....	1
1.2	AUTHORITY MISSION.....	1
1.3	AUTHORITY SERVICE TERRITORY	1
2	GENERAL REQUIREMENTS.....	2
2.1	TECHNICAL EXPERTISE	2
2.2	CONTRACTING AND FUNDING EXPERIENCE	2
2.3	ANTICIPATED PROGRAMS AND PROJECTS	2
2.4	AUTHORITY STANDARDS.....	3
3	PROJECT MANAGEMENT SERVICES.....	4
3.1	GENERAL	4
3.2	TYPICAL ACTIVITIES.....	4
3.3	SPECIFIC EXPERTISE	8
4	CONSTRUCTION MANAGEMENT SERVICES.....	9
4.1	GENERAL	9
4.2	SPECIFIC EXPERTISE.....	13
4.3	WORK BY OTHERS.....	14
4.4	OFFICE SPACE AND FURNISHINGS.....	14
5	QUALIFICATIONS OF KEY CONSULTANT PERSONNEL	14
5.1	CONSULTANT CONTRACT MANAGER	15
5.2	RESPONSIBILITIES OF THE CONSULTANT CONTRACT MANAGER	15
5.3	CONSULTANT PROJECT ADMINISTRATOR.....	17
5.4	CONSULTANT PROJECT MANAGERS	17
5.5	CONSULTANT RESIDENT ENGINEERS	18
5.6	ENGINEERING SUPPORT PERSONNEL & RESPONSIBILITIES	18
5.7	JOB CLASSIFICATIONS.....	18
6	WORK ENVIRONMENT	18
6.1	TERRITORY.....	19
6.2	PROJECT ENVIRONMENT	19
6.3	SAFETY TRAINING, PERSONAL PROTECTIVE EQUIPMENT, AND DRUG AND ALCOHOL TESTING	19
7	CONTRACT TASK ORDERS AND CONTROL PROCEDURES	20

7.1 SCHEDULING OF PROJECT ASSIGNMENTS	21
8 CONFLICT OF INTEREST	21
8.1 POTENTIAL FOR CONFLICTS OF INTEREST	21
8.2 IMPARTIALITY	21

FIGURE 1 – METROLINK SYSTEM MAP

EXHIBIT A – CONSULTANT CLASSIFICATIONS AND GRADE CRITERIA

EXHIBIT B – TESTING AND INSPECTION

EXHIBIT C – SCRRRA SERVICE TERRITORY WEEKDAY TRAIN DENSITY AND
MILLION GROSS TONS (2013 AND 2020)

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER SYSTEM
REQUEST FOR CONTRACT NO. E741C-15
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT
AND STAFF ASSISTANCE SERVICES**

ATTACHMENT A

SCOPE OF SERVICES

1 OVERVIEW

1.1 Introduction

The Southern California Regional Rail Authority (Authority) is a joint exercise of powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter rail system. The agencies that are signatory to the joint exercise of powers agreement are: Los Angeles County Metropolitan Transportation Authority ("LACMTA"), Ventura County Transportation Commission ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino Associated Governments ("SANBAG"), and Riverside County Transportation Commission ("RCTC").

1.2 Authority Mission

The Authority mission is to provide an outstanding passenger experience on every ride with safe, clean, dependable, and on-time operations. The Authority embraces innovative solutions and continuous improvement for the lowest cost and most efficient operations. The Authority continuously seeks creative, progressive and collaborative solutions to promote investment, develop partnerships and increase capacity to improve the mobility of Southern Californians.

1.3 Authority Service Territory

The Authority currently provides service on seven lines over a 512 route-mile network, serving 55 stations with 42,000 average daily passenger trips. In 2015, an eighth line with 4 additional stations will be added to the system when the Perris Valley Line opens for service. By 2015, Authority will operate service on the eight lines listed below:

- Ventura County Line
- Antelope Valley Line
- San Bernardino Line
- Riverside Line via Union Pacific Railroad
- Orange County Line
- Inland Empire-Orange County Line
- Perris Valley Line (2015)

- 91 (Riverside-Fullerton-Downtown LA) Line via BNSF Railway

Figure 1 shows the primary routes of AUTHORITY's System. Freight service is carried on all lines.

2 GENERAL REQUIREMENTS

2.1 Technical Expertise

The Consultant shall have the technical expertise and proficiency to provide project management (PM), construction management (CM), and staff assistance (SA) services. In addition to a broad understanding and knowledge of the principles of project and construction management, the Consultant and its subconsultants shall understand, and shall have a working familiarity with, the standards of SCRRA, the American Railway Engineering and Maintenance Association (AREMA), the Federal Railroad Administration (FRA), and the California Public Utilities Commission (CPUC) as well as the standards and practices of the western Class I Freight Railroad railroads (UPRR and BNSF).

The Consultant and its subconsultants shall be experienced in managing project scope, schedule, and budget, and in reviewing plans, specifications, and estimates for constructability and to identify potential deficiencies or difficulties, and shall have the capability to control projects from inception through advertisement, award, and construction. Consultant personnel acting within the role of Consultant Project Manager or Consultant Resident Engineer shall possess both the technical knowledge of the items of work related to a specific discipline, and knowledge of the administrative and procedural requirements necessary to complete the work.

2.2 Contracting and Funding Experience

The Authority is a public agency that performs the majority its work with grants from Federal, State and Local sources. The Consultant shall have the ability to quickly identify funding and eligibility regulations and requirements identified in the agreements with the agencies funding the individual projects.

The Consultant shall having working knowledge of the California Public Contract Code, Federal Acquisition Regulations, Federal Transit Administration Best Practices Procurement Manual, and other statutory and regulatory requirements governing Authority contracts and agreements. The Consultant and its subconsultants shall demonstrate working knowledge of, the procedures governing Authority task order contracts, and public works contracts.

The Authority's maintenance, rehabilitation and new construction work is developed and designed by third party engineering and professional service consultants and the construction is performed under competitively bid contracts following the California statutory requirements.

2.3 Anticipated Programs and Projects

The Authority will require PM/CM/SA services on various small, mid-size and large infrastructure projects and programs. The following is a non-exclusive list of typical types of projects undertaken by the Authority:

- Grade Crossing Improvement Projects
- Grade Crossing Enhancements;
- Grade Separation Projects
- Additions to main line track and sidings
- Station improvements
- Capital maintenance (rehabilitation projects) involving track and structures
- Bridge and tunnel improvements
- Assessment of asset condition
- Identification of potential projects and planning associated with projects
- Underground and overhead utility projects
- Risk Analysis
- Video surveillance/intrusion detection systems
- Positive Train Control (PTC) implementation and coordination

Continuing projects include annual track, signal, and structures rehabilitation projects, communications and dispatch back office projects, and signal testing and commissioning projects. New capital projects that are anticipated in the coming years and will be designed and constructed in conjunction with Member Agencies, the Authority will need assistance from Consultant on staff augmentation, inspection, and construction oversight for these Member Agency projects.

2.4 Authority Standards

The Consultant shall be required to comply with the Authority's standards, recommended practices, and engineering criteria in performing its work. The Authority's established policies and procedures include, but are not limited to, the following manuals and guides:

- SCRRA Design Procedures Manual
- SCRRA Design Criteria Manual
- SCRRA Engineering Standards and Standard Specifications
- SCRRA Resident Engineer's Manual
- SCRRA Project Management Manual
- SCRRA CADD Manual and User's Guide
- SCRRA Grade Separation Guidelines
- SCRRA Excavation Support Guidelines
- SCRRA Temporary Traffic Control Guidelines
- SCRRA Program Management Office Standard Operating Practices
- SCRRA Track Maintenance and Engineering Instructions

- SCRRRA Highway-Rail Grade Crossings Recommended Design Practices and Standards Manual
- SCRRRA Quiet Zone Implementation Guidelines and Procedures

The documents listed above are available on the Metrolink website (www.metrolinktrains.com). Unless stated specifically to the contrary, each CTO for services will include the understood requirement that the Authority policies and procedures are to be followed.

Where Authority policies and procedures do not cover a particular activity, the Consultant shall research the methods used by other agencies and railroads and provide a list of suggest alternatives for the consideration of Authority. Consultant, at the Authority's request, shall research industry best practices and recommend necessary improvements as applicable. Safety policies and procedures should follow Class 1 Freight Railroad best practices.

3 PROJECT MANAGEMENT SERVICES

3.1 General

The Consultant shall provide project management and staff assistant services in support of the development and implementation of capital improvement and rehabilitation projects initiated by Authority and for projects initiated by third parties that have a direct impact on the safety and service of the Metrolink System and facilities. The Consultant and its subconsultants shall have experience planning and executing infrastructure projects under dense traffic conditions on active FRA regulated mixed passenger or freight rail corridors.

The Consultant shall provide professional services in conformance with the Authority Project Management Procedures and Requirements. The consultant will perform these services for the Authority Engineering and Construction Department under Contract Task Orders (CTO) issued under this contract. The consultant may be requested to provide project management, or project engineering, or interdisciplinary coordination, or technical assistance for projects in any phase or all phases of a project life cycle (planning, design, procurement, construction, closeout). The services required will be described in the scope of work for each Contract Task Order for typical projects as described above.

3.2 Typical Activities

Project management activities may be performed singly or in combination, and may be performed in conjunction with consultants working under other Authority contracts and agreements. The Consultant may be requested to provide oversight, support, or management for the typical activities listed below, and to provide specific expertise described elsewhere in this document. The list below is for the guidance of the Consultant in developing its proposal and is not intended to represent an exhaustive list of activities encompassing the scope of project and construction management, or a guarantee that all listed activities will be required as a part of every task order. The Consultant shall,

however, have the capability (either directly or through subconsultants) of competently performing each of the services listed and for services normally included within the scope of project management.

3.2.1 Project Planning

- Development and preparation of long range plans for capital improvements
- Preparation of project management plans for specific projects
- Development of plans for capital and rehabilitation projects
- Identification of project needs
- Development of specific project objectives
- Preparation of estimates for long and short range projects
- Development of plans for multi-discipline coordination
- Development of criteria for public involvement
- Development of project concepts
- Development of asset management plans
- Review of third party environmental documents for impact to AUTHORITY system

3.2.2 Project Controls and Administration

- Development and maintenance of project schedules in primavera p6.
- Development and maintenance of reports in the Project Reporting System
- Development and maintenance of reports in the AUTHORITY accounting system
- Preparation of progress status reports
- Creation of project management reports utilizing AUTHORITY PM tools
- Tracking and controlling project scope, budget, and cost
- maintenance of project documentation
- Development of project risk assessments and risk management plans
- Development of grant funding plans and tracking of grant balances
- Completion of project closeout activities as required for each project

3.2.3 Project Conceptual Development

- Collection of data needed to support project development efforts
- Development and maintenance of project schedules
- Preparation of project definition studies
- Determination, evaluation, recommendation of alternatives
- Analysis of environmental impacts
- Evaluation of requirements for public review
- Preparation of statutory and categorical exemptions
- Coordination of consultants and contractors across multiple disciplines
- Identification of permit requirements and completion of appropriate applications
- Preparation and delivery of project development summary reports
- Reevaluation of projects to meet revised criteria
- Management of projects during design phases
- Establishment of design objectives and design scope of work

- Management of initial data collection
- Supervision of the activities of design consultant
- Coordination of design projects across multiple disciplines
- Coordination of requests for special consideration in application of standards
- Evaluation of permit requirements and preparation of permit applications

3.2.4 Preliminary Engineering and & Environmental Assessment

- Review project study and definition reports prepared during concept phase
- Initiate Preliminary Engineering scope of work and task orders
- Create, review, or coordinate preliminary engineering and final design schedules
- Obtain railroad passenger and freight movement data
- Establish Utility Engineering / relocation funding requirements
- Prepare Utility Agreements
- Support right-of-way analysis and acquisition
- Coordinate preparation, review, and responses to design exception reports
- Prepare and update project management plans
- Develop public involvement plans where required
- Review preliminary engineering reports, plans, specifications, and estimates
- Coordinate responses to draft reports, plans, specifications, and estimates
- Coordinate addendums to funding agreements
- Assist in review of performance of design consultant
- Prepare budgets for final design and construction phases
- Assist in identification of alternatives for evaluation in environmental documents
- Assist in preparation and review of environmental documents and exclusions
- Ensure project compliance with environmental regulation requirements
- Review and coordinate proposed construction phasing plans
- Complete preliminary engineering closeout

3.2.5 Final Design

- Review previously prepared reports and preliminary engineering
- Revise and update project management plan
- Initiate Final Design scope of work and task orders
- Prepare and coordinate utility agreement modifications
- Coordinate third party utility work in advance of AUTHORITY construction
- Assist in preparation and review third party cooperative agreements
- Coordinate acquisition of right-of-way and temporary construction easements
- Review plans, specifications, and estimates for compliance with standards
- Coordinate responses to final design reports, plans, specifications, and estimates
- Coordinate review of final design by funding agencies
- Ensure compliance with project funding requirements
- Prepare project clearance report for advancing project to construction
- Assist in preparation of construction and maintenance agreements

- Perform constructability reviews on final designs prepared by other consultants
- Coordinate proposed construction phasing with Operations Department
- Check final design for compliance with AUTHORITY design quality control procedures
- Coordinate final design with other projects on the Metrolink System
- Complete Final Design closeout

3.2.6 Support of Procurement

- Provide information to Authority procurement staff to prepare the procurement plan and schedule for advertising and award of contract
- Provide camera ready documents, technical specifications, drawings and other relevant documents to Authority procurement staff to issue for bid.
- Coordinate with Authority Procurement staff to respond to questions submitted by bidders relative to specific procurements
- Prepare relevant addenda documents
- Assist procurement staff in providing accurate information to draft Board and Committee items
- Prepare requests for task order proposals and prepare independent estimates
- Assist in negotiation of final costs for consultant proposals
- Prepare task and contract documents for approval
- Prepare change orders to consultant contracts

3.2.7 Scheduling

- Preparation of project schedules and monthly updates
- Scheduling of contractor work windows and track access

3.2.8 Construction Engineering Management

- Perform quantity surveys (quantity take-offs)
- Coordinate transfer of responsibility to Resident Engineer
- Complete Consultant Agreement Closeout
- Complete funding agreement closeout
- Complete project closeout at conclusion of construction
- Coordinate final audit

3.2.9 Rehabilitation and Maintenance Project Management

- Wheel Rail Interaction and Rail Lubrication Assessments and Reports
- Analysis of track measurement data to prioritize projects
- Development of subdivision rehabilitation projects

3.2.10 Staff Assistance

- Provide meeting notices and minutes.
- Provide inspection and project delivery status report
- Prepare special reports and presentations for Boards and external agencies
- Database management and database programming

3.3 Specific Expertise

In addition to the general activities noted in Section 3.2, the Consultant shall provide, either directly, through subconsultants, or a combination of both, personnel with expertise in the management of projects during the conceptual design, preliminary engineering, final design and construction engineering phases for the following types of work:

- Railroad infrastructure including elements such as right-of-way, grading, track, drainage, and retaining structures;
- Tunnel, railroad bridge, highway-railroad grade separations, highway-railroad grade crossings;
- Telecommunication systems including fiber optic, microwave, digital and voice wireless radio systems;
- Agreements and contracts (such as construction and maintenance agreements, project cooperative agreements, and relocation agreements) with private entities, public agencies, and public utilities;
- Video surveillance systems, including IP-based network video products, Power over Ethernet (PoE) technology, video management system software, network and digital video recorders, intelligent video applications, Layer 2 Ethernet switches, and all supporting system elements;
- Train control and communication systems on Class I Freight or Passenger Railroad dispatch and central control offices including Positive Train Control;
- Small to mid-size buildings, control structures, railway passenger stations, and similar facilities;
- Passenger locomotive and passenger car repair facilities (shops);
- Analysis and modeling of wheel-rail contact and interaction, analysis of rail wear and surface fatigue, analysis and management of friction and lubrication, analysis of rail and wheel wear conditions, recommend and design rail profiles for system operating (and wheel) conditions, and development of rail grinding plans based on rail measurements, field inspection and wheel measurements;
- Project management and document control systems;

- Locomotive and rolling stock procurement, rebuilding, rehabilitation, and maintenance.

4 CONSTRUCTION MANAGEMENT SERVICES

4.1 General

The Consultant will perform construction management services in support of the development and implementation of capital improvement, rehabilitation and maintenance programs. The Consultant will provide professional services to the AUTHORITY under Contract Task Orders (Task Orders) for a specific scope of work. The consultant may be requested to provide oversight, support, or management for the typical activities listed below.

The activities may be performed singly or in combination, and may be performed in conjunction with consultants working under other AUTHORITY contracts and agreements. (The list below is for the guidance of the Consultant in developing its proposal and is not intended to represent an exhaustive list of activities, or a guarantee that all listed activities will be required as a part of every task order.) The Consultant shall, however, have the capability (either directly or through subconsultants) of competently performing each of the services listed and for services normally included within the scope of project or construction management.

Safety and coordination of access to the track outside of peak operating periods often require work during nighttime and on weekends, and may require continuous work over multiple days during a shutdown. The work week for field construction personnel (field inspectors and Resident Engineer) may vary and must coincide with the schedule and hours of work adopted by the construction contractor.

4.1.1 Pre-Construction Activities

- Perform periodic analysis of constructability
- Establish project filing system
- Review and familiarize staff with contract documents
- Develop preliminary testing and inspection plan
- Prepare master list of submittal requirements
- Conduct pre-construction meetings with contractor,
- Coordinate pre-construction meetings with utilities, public agencies and other parties coordinate issuance of notice to proceed

4.1.2 Partnering

- Participate in partnering meetings
- Coordinate and cooperate with contractor in selecting partnering consultant

4.1.3 Contract Administration

- Prepare and deliver project correspondence and notices
- Conduct weekly progress meetings
- Communicate with contractor
- Protect the interests of SCRRA in contract
- Maintain project records and document control system
- Establish filing system structure
- Establish and maintain filing procedures
- Scan and maintain electronic copies of project documents
- Prepare and maintain resident engineer's daily diary
- Prepare and submit monthly progress reports
- Record and maintain progress photographs
- Maintain record set of contract drawings and specifications
- Provide interpretations of contract drawings and specifications
- Prepare field sketches and field instructions
- Receive, log, review, and distribute submittals and deliverables
- Review, approve, and coordinate Site Specific Work Plans (SSWPS)
- Coordinate grade crossing closures with affected public agencies and utilities
- Maintain contract record documents and as-built drawings
- Index and transfer documents to Authority at field office closeout

4.1.4 Schedule Administration

- Maintain master project schedule for multi-prime contracts
- Review and approve contractor schedules
- Review and approve contractor schedule reports
- Review and evaluate contractors progress against schedule
- Notify contractor of requirement for recovery
- Conduct schedule review meetings as needed
- Evaluate requests for time extensions

4.1.5 Control of Materials, Measurement, and Payment

- Coordinate receipt and distribution of Authority furnished items
- Measure and record quantities of work performed
- Record and track materials on hand but not incorporated in the work
- Prepare monthly progress payments
- Notify contractor of liquidated damages and other deductions
- Identify, calculate, and record deductions against contractor payments
- Prepare regular forecasts of estimated cost to complete construction work

- Coordinate disposal or removal of Authority retained surplus items

4.1.6 Manage, Track, and Control Changes to the Contract

- Evaluate and respond to contractor request for change
- Issue Authority directed change notices
- Initiate or evaluate cost reduction proposals
- Prepare and issue instructions to contractor for required field changes
- Prepare and issue directions for time and material changes
- Prepare justification for changes
- Prepare engineer's cost estimate and time impact analysis
- Perform cost analysis of contractor change requests
- Conduct negotiations with contractor
- Create and maintain record of negotiations
- Prepare contract change order
- Maintain logs of potential and issued change orders
- Prepare changes for variation in quantities
- Prepare final balancing change order

4.1.7 Stop Notices, Disputes, and Potential Claims

- Record and track stop notices
- Record and track all contract notices
- Manage disputes to minimize impact to authority and its operations
- Record and track potential claims

4.1.8 Control of Field and Shop Work, Testing, and Inspection

- Perform control surveys to establish or verify secondary control
- Perform surveys to verify contractor survey control and construction
- Prepare inspection plans and coordinate with contractors schedule
- Perform inspections in accordance with specifications and codes
- Review and approve contractor testing plans
- Perform testing not performed by contractor
- Perform testing for quality assurance
- Coordinate Authority testing and contractor testing
- Prepare daily field inspection reports
- Maintain logs of inspections and tests
- Review test reports
- Perform periodic audits of contractors inspection and testing programs
- Notify contractor of work not conforming to plans and specifications

- Supervise correction of unsatisfactory work
- Perform inspections prior to placing track and signal systems back in service

4.1.9 Safety, Security and Emergencies

- Perform initial review of contractor's health and safety program
- Review and approve work site security plan of contractor
- Receive and forward notice of injury or incident to authority
- Investigate and report on all accidents and close calls
- Maintain accident and injury logs
- Receive, review, and log Material Safety Data Sheets (MSDS)
- Ensure contractors compliance with hazardous materials procedures
- Ensure contractor properly manages hazardous chemicals and wastes
- Review and approve support of excavation plans
- Review and approve plans for temporary structures
- Periodically participate in contractor's tailgate health and safety meetings
- Ensure that contractor is providing appropriate protection for public safety
- Ensure contractors compliance with basic on-track safety requirements
- Coordinate contractor's field operations with authority operations
- Perform periodic inspections to ensure proper maintenance of the work site
- Suspend work temporarily when needed to ensure safe operations
- Coordinate response to emergencies

4.1.10 Insurance, Labor Compliance and Disadvantaged Business Enterprise Requirements

- Maintain log of insurance
- Notify contractor of any deficiency in insurance coverage
- Promptly forward all labor compliance documents to Authority
- Coordinate with authority in ensuring participation of Disadvantaged Business Enterprises
- Notify contractor of any deficiency in meeting contract or statutory requirements

4.1.11 Interface with Utilities and External Agencies

- Prepare applications for utility service to Authority improvements
- Verify that utility agreements are in-place prior to start of work
- Expedite development and completion of utility agreements
- Coordinate with utility for utility work performed by the contractor
- Coordinate with utility for work performed by a utility for project

4.1.12 Public Outreach and Community Relations

- Coordinate with authority for delivery of project information notices
- Maintain and monitor project hotline
- Cooperate with Authority in community presentations
- Coordinate with Authority for response to public complaints
- Control and escort visitors to site
- Coordinate interruptions to Authority and other facilities

4.1.13 Contract Completion, Acceptance, Closeout and Final Payment

- Establish date for Authority's Use of Improvement Before Final Acceptance (Beneficial Occupancy)
- Complete and forward Notice of Substantial Completion
- Complete and forward Notice to Release Retention
- Set and notify contractor of the date of contractor's relief from maintenance
- Coordinate Final Acceptance
- Complete all construction contract closeout requirements
- Prepare balancing change order
- Review and forward invoice for final payment
- Notify contractor of start of guaranty period
- Perform periodic inspections during guaranty period
- Notify contractor of release of guaranty
- Make and file all completion reports, audit items, and records
- Support authority in any post construction audits

4.2 Specific Expertise

In addition to the general activities in the above list, the Consultant shall provide personnel with expertise in the following specific areas. Personnel may be provided directly, through subconsultants, or a combination of both:

- Preparation and analysis of complex schedules, evaluating the progress of work on construction projects, analysis of construction claims, and the preparation of responses to claims;
- Analysis of construction costs, and preparation of estimates for projects including work encompassed by the practice of civil, mechanical, and electrical engineering, and for railroad signal and communication projects.
- Coordination of work of utilities companies and utility contractors during new construction and utility relocations in conjunction with Authority projects.

- Performance of land surveying and construction layout
- Inspection of track, bridge, civil, electrical, mechanical, communication, and railroad signaling work on FRA regulated operating lines;
- Material testing and laboratory services that include: roofing and waterproofing testing and inspection, construction stormwater analysis, pavement evaluation, hazardous materials analysis, and construction materials testing in accordance with Exhibit B – Testing and Inspection;

4.3 Work by Others

The Authority currently has or will retain other consultants to perform professional engineering services. In general, engineering design will be provided through consultants under separate contracts for General Engineering Consultant Services, and Surveying and Mapping. The PM/CM/SA Consultant will not be requested to act as the Engineer in Responsible Charge for the Civil, Mechanical, and Electrical engineering design of projects, or to be in Responsible Charge of property boundary surveys.

The Authority's Engineering & Construction (E&C) staff will provide contract management and administration, and direction to contractors and other consultants under contract with AUTHORITY. The Consultant will provide design review or provide studies and analyses as required by Authority, and will coordinate its work with other third party contractors and consultants. Problems must be resolved in a timely and expeditious manner.

4.4 Office Space and Furnishings

The Authority construction contracts generally require that the construction contractor furnish limited field office space, furniture and equipment for AUTHORITY and its construction management personnel. The Consultant will be responsible to provide office space, furniture and equipment for its staff between the effective date of a task order and the date that the construction field offices are available for occupancy, and for its staff not located at the field office but assigned full or part time to a project. Facilities for the Consultant staff for the period between contractor demobilization and final closeout of the construction contract shall be provided as for the period between the effective date of the task order and the availability of the field offices. Field office equipment to be furnished by the Consultant shall include, but not be limited to, computers with e-mail capability, cellular telephones, and work vehicles for resident engineers and inspectors. When identified in a task order, the Consultant shall make arrangements for field office space and furnishings.

5 QUALIFICATIONS OF KEY CONSULTANT PERSONNEL

The Consultant shall provide its staff with all the skills needed to support the administration of its task orders and satisfy the specific requirements in the Scope of Services. The Consultant may make necessary adjustments to the staff listed under this

Contract (excepting Key Staff), provided that the alternate individuals proposed are equally qualified to complete the assigned tasks, and provided that the changes can be made without exceeding any overall not-to-exceed amount for the services under the Contract or individual task order. For the purposes of this Agreement, "necessary adjustments" means the substitution of an individual identified in the Agreement with another person as a result of any of the following:

- The person identified in the Agreement is no longer employed by the consultant;
- The person identified in the Agreement is required to remain on an existing assignment for a period longer than originally anticipated for reasons beyond the control of the Consultant.

The Consultant shall timely assign a competent staff to Authority projects. The Consultant shall provide notice to Authority prior to implementing any changes to staffing assignments listed in the Agreement. If requested by the Authority, Consultant shall provide qualifications of any staff assigned to work on a project. The Authority reserves the right to review, prior to acceptance and hiring, all individuals proposed for any staff assigned to any work under the Contract at any level.

5.1 Consultant Contract Manager

The Consultant shall assign a Contract Manager for management of the Contract on behalf of the Consultant. The Consultant Contract Manager shall be responsible for ensuring that all of the obligations of the Consultant are met. The Consultant's Contract Manager shall have the authority to negotiate contract task orders, and to execute all duties and obligations under the contract. The Consultant's Contract Manager shall be a Key Staff position, and may not be changed without the concurrence of the Authority.

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

5.2 Responsibilities of the Consultant Contract Manager

The general duties of the Consultant Contract Manager include but are not limited to the following:

- Establish and ensure that the safety of Authority operations, the public, individual workers, and railroad property and not compromised during the planning, design, and construction of Authority projects and programs.
- Establish and maintain a regular schedule of meetings with representatives of Authority to discuss the status of the Contract, task orders issued under the contract, and the performance of the staff of the Consultant assigned to Authority.

- Assign and manage personnel, manage and control project budgets, and make periodic review of the work produced by Consultant personnel. Manage and coordinate consultant and subconsultant tasks to complete all of the work defined in a given task order.
- Establish the priorities for, and supervise the efforts of, Consultant personnel to achieve the requirements or work products defined in task orders or Authority manuals with minimum Authority supervision.
- Make periodic visits and conduct audits of construction field offices and construction work sites (including nights and weekends) to observe and verify that the performance of the personnel of the Consultant conforms to the requirements of the Contract and task orders, Authority standards and guidelines, and the Consultant's standards for individual performance.
- Respond promptly to any notification of substandard performance by Consultant or personnel, and provide coaching of personnel to improve performance.
- Perform written performance evaluations of all Consultant and subconsultant employees on a regular basis in accordance with the Consultant's or subconsultant personnel policies, and implement plans to correct any deficiencies identified in the evaluation.
- Support Authority program and technology improvements including but not limited to: Electronic task order processing, financial information system and geographic information system upgrades, scheduling using Primavera P6 (or newer) scheduling software.
- Stay informed of the requirements of, the California Public Contract Code, Federal Acquisition Regulations, Federal Transit Administration Best Practices Procurement Manual, and other statutory and regulatory requirements governing Authority contracts and agreements.
- Ensure all required Contract and task order reporting is timely and accurate.

The Consultant Contract Manager need not be an engineer licensed under the California Business and Professions Code. The Consultant Contract Manager shall, however, designate appropriately licensed individuals to perform any tasks requiring licensure pursuant to Section 6700 et seq. of the Business and Professions Code to act in responsible charge of the engineering work performed under this contract.

The Consultant Contract Manager need not be a full time position. With prior approval from the Authority, the Consultant Contract Manager may perform the duties of Consultant Project Manager or Consultant Resident Engineer on individual projects in addition to the work of the Consultant Contract Manager, if the Consultant Contract Manager possesses the required expertise.

5.3 Consultant Project Administrator

The Consultant shall assign a Consultant Project Administrator with the required experience and skills to perform the administrative duties required under the Contract, the resultant task orders, and progress payments and invoices. The Consultant Project Administrator shall report budget, schedule, and completion status to AUTHORITY in a monthly report accompanying the invoice or as additionally required by the task order and any funding agreements.

The Consultant Project Administrator shall review and validate the accuracy and completeness and timeliness of all Consultant Progress Payments/Invoices.

5.4 Consultant Project Managers

Project management staff shall have experience and expertise commensurate with the requirements of individual task orders and requirements of the projects on which they are engaged.

General Duties of Project Managers:

- Understand and follow the Authority Project Management Manual;
- Lead the project team (or assist a project manager or project engineer in the employ of Authority) in the development of a project management plan that defines the project scope, schedule, cost, resource needs, risk, and communication needs;
- Ensure that the project management plan includes all the work required, and only the work required, to produce the product;
- Assign resources and responsibilities in accordance with Authority policies and procedures;
- Coordinate work between consultants and departments of Authority and facilitate the work performed throughout the project;
- Monitor project performance and take corrective action if necessary;
- Communicates sensitive issues and project progress to Authority management;
- Recommend changes to the project team membership when necessary;
- Serve as the point of contact on matters involving overall project scope, cost, or schedule;
- Resolve problems that affect project scope, cost, or schedule;
- Manage the project budget and control changes to the project scope, cost, or schedule throughout the project;

- Manage and coordinate the work of individual task managers, ensuring that all work is performed in accordance with the appropriate standards, regulations, and task orders;
- Coordinate the efforts of the overall project team, including work of Authority departments;
- Prepare a final report on the project, with recommendations for improvement;

5.5 Consultant Resident Engineers

The Resident Engineer will act as the agent for Authority in accordance with a separate contract for construction, will supervise the work of construction in accordance with the contract and the Resident Engineer Manual, and will attempt to resolve disputes between Authority and the Contractor. Resident Engineers shall be licensed as a Professional Engineer pursuant to Section 6700 et seq. of the California Business and Professions Code. For small projects, Authority may accept a non-licensed individual as a Resident Inspector with duties similar to that of the Resident Engineer, excepting that any activities that require registration will be performed by an Engineer on a part-time basis.

The Resident Engineer must act within the scope of the Authority granted to him or her under the contract for construction to ensure that the work is carried out safely, correctly, expeditiously and in accordance with the contract documents, the working drawings and the instructions of Authority. The Resident Engineer must represent the interests of Authority and ensure that the Contractor is fairly compensated for the work in accordance with the contract for construction.

The Resident Engineer must contribute towards creating a good working relationship between Authority, the construction management staff under the Resident Engineer, and the staff of the Contractor. The Resident Engineer must promote a positive, helpful attitude towards the Contractor and assist the Contractor with overcoming difficulties or improving performance on the construction contract without taking over the responsibilities of the Contractor.

5.6 Engineering Support Personnel & Responsibilities

The Consultant shall provide as-needed engineering support for the analysis and review of projects as required by each individual task order

5.7 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. Exhibit A summarizes the criteria to be used for job classifications and grades. The titles corresponding to the positions within each category will be provided by the Consultant and subconsultants in conjunction with the rates associated with each position.

6 WORK ENVIRONMENT

6.1 Territory

The Authority, either directly or through cooperative agreements with the Transportation Commissions of the five counties served by Authority and other agencies, manages and oversees the infrastructure design, construction, rehabilitation, and maintenance of approximately 300 route miles of railroad corridor and supports commuter rail projects on another 120 route miles over which Authority operates through track shared agreements with other railroads, primarily the BNSF and UPRR railroads. Fourteen (14) of Metrolink's 55 existing stations are located on the BNSF and UPRR shared track. Certain Metrolink Stations are also station stops for Amtrak Pacific Surfliner trains.

The Consultant will be required to provide project management, construction management, and staff assistance services for projects located on any portion of Authority Service Territory.

The track over which Authority operates is considered a part of the U.S. general railroad system of transportation and is subject to Federal Railroad Administration (FRA) regulations contained in the Code of Federal Regulations Title 49 Chapter II, Parts 200 - 299. The Authority shares track and service territories with Class I freight carriers the BNSF and UPRR as well as Amtrak and North County Transit District (Coaster).

6.2 Project Environment

Most of Authority's new construction, rehabilitation and maintenance projects involve additions and improvements replacement and renovation, and inspection and repair to the existing track, station, bridge, signal and communication system infrastructure. Metrolink, NCTD Coaster, Amtrak, Union Pacific, and the BNSF Railway operate passenger and freight traffic totaling more than 50 trains daily on each line.

Access to the operating lines during peak commuter train hours is typically not permitted. Limited access during non-peak times may be available during the day. Some projects may require exclusive work at night or on weekends in order to secure sufficient windows to efficiently perform work. Minimization of passenger train delays will guide the selection of work windows and times for projects. Exhibit C - SCRRA Service Territory Weekday Train Density and Million Gross Tons shows the current traffic volumes and those expected in the future. Familiarity with train operations is a prerequisite to planning and managing projects.

The Authority is implementing Positive Train Controls on the Metrolink System. All improvements to the Metrolink System must be made in conformance with Positive Train Control configuration management procedures and operational protocols established to maintain the integrity of the system. The consultant must become familiar with these new requirements. Familiarity with the requirements for configuration management is also a prerequisite to planning and managing projects.

6.3 Safety Training, Personal Protective Equipment, and Drug and Alcohol Testing

The planning, execution and outcome of all Authority projects and any external projects impacting Authority's rail corridor must be performed with safety as the highest priority.

The Consultant must identify personnel trained and qualified to perform railroad infrastructure construction management and inspection services in a "live track environment" (within the railroad's operating envelope). All Consultant and subconsultant staff must attend Authority's Roadway Worker On-Track Safety Training and must pass associated tests before they may be allowed access to the Right-of-Way. Re-certification for Roadway Worker On-Track Safety Training is required each year. Training is conducted by an Authority contractor. Roadway Worker training will be considered a project cost for those individuals that require the training on each project. The Consultant shall arrange training through the Authority.

All Resident Engineers and Inspectors must have completed OSHA HAZWOPER, Confined Space, and Fall Protection courses and attend refresher training, as necessary.

All Consultant and subconsultant staff working within the right-of-way, or on any construction project, will be required to wear appropriate personnel protective equipment (PPE) including eight-inch high ankle support lace-up work boots with safety 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.

Consultant personnel attempting to enter upon Authority right-of-way without the proper safety attire and PPE will not be allowed to enter the right-of-way. The Consultant may not bill for the time expended by Consultant personnel if they are not allowed to work due to their lack of appropriate attire or PPE, nor shall Authority pay time billed in association with such cancelled work.

All Consultant Field Personnel including Resident Engineers and Field Inspectors and other assigned Field Personnel must comply with Authority's applicable Drug and Alcohol Testing Program for safety critical personnel. Consultant personnel who drive vehicles during the performance of their work are required to have valid California driver's licenses, and must comply with any other requirements established by Authority. Personnel that drive Authority vehicles must pass a driver training program and examination.

7 CONTRACT TASK ORDERS AND CONTROL PROCEDURES

The Consultant shall provide Project Management, Construction Management, and Staff Assistance (PM/CM/SA) services to the Authority under Contract Task Orders (Task Orders or CTO's). Individual task orders may be administered by a designee of the Director, Engineering & Construction.

Consultant shall submit monthly reports or as requested basis by the Authority. Contractor shall follow instructions outlined in Article 6 Invoicing and Article 7 Reporting Requirements, and use the Forms provided in Exhibit 4 of the Contract Agreement.

The Consultant shall have the internal management capability to effectively control task assignments and costs, and to produce factual and detailed backup of charges invoiced.

The Consultant and its subconsultants shall provide accurate timesheets and payroll records that include labor classification, job titles, employee name, and labor rates. The Consultant shall also keep detailed records on the training history, qualifications and certifications. The Consultant shall utilize computerized accounting system reports to provide Authority with regular cost reports as well as reports at the request of Authority.

Reports required from subconsultants will be the same as those required of the Consultant.

7.1 Scheduling of Project Assignments

The Consultant shall provide a cost and resource loaded schedule developed in Primavera P6 for all projects and programs assigned under this Contract. The Consultant shall provide all resource/cost schedules in hard copy and electronic format.

8 CONFLICT OF INTEREST

8.1 Potential for Conflicts of Interest

Overlapping involvement by the Consultant in any existing or future contract with AUTHORITY (during the anticipated term of this Contract) for GEC, Project Specific Design, C&S Design, Aerial Mapping and Surveying, or similar design and engineering services on an AUTHORITY or any Third Party project may present a potential conflict of interest in the following areas:

- Development and negotiation of task orders ;
- Administration of contracts and oversight of CTO's;
- Independent review of plans, specifications, estimates, and schedules;
- Review of QA/QC plans performed by others;
- Review of invoices;
- Determination of potential errors and omissions or related deficiencies;
- Review of temporary structures, phasing, and facilities during construction;
- Identification of potential conflicts and impacts on AUTHORITY operations or infrastructure; and
- Safety and operational reviews.

The Consultant shall comply with Attachment B, Federal Transit Administration (FTA) Best Practices Procurement Manual, § 2.4.2.2.2, "Written Standards of Conduct and Conflicts of Interests: Personal and Organizational."

8.2 Impartiality

The Consultant shall be required to provide impartial, objective and unbiased support services to AUTHORITY and shall actively avoid all personal and organizational conflict of interests, both real and perceived.

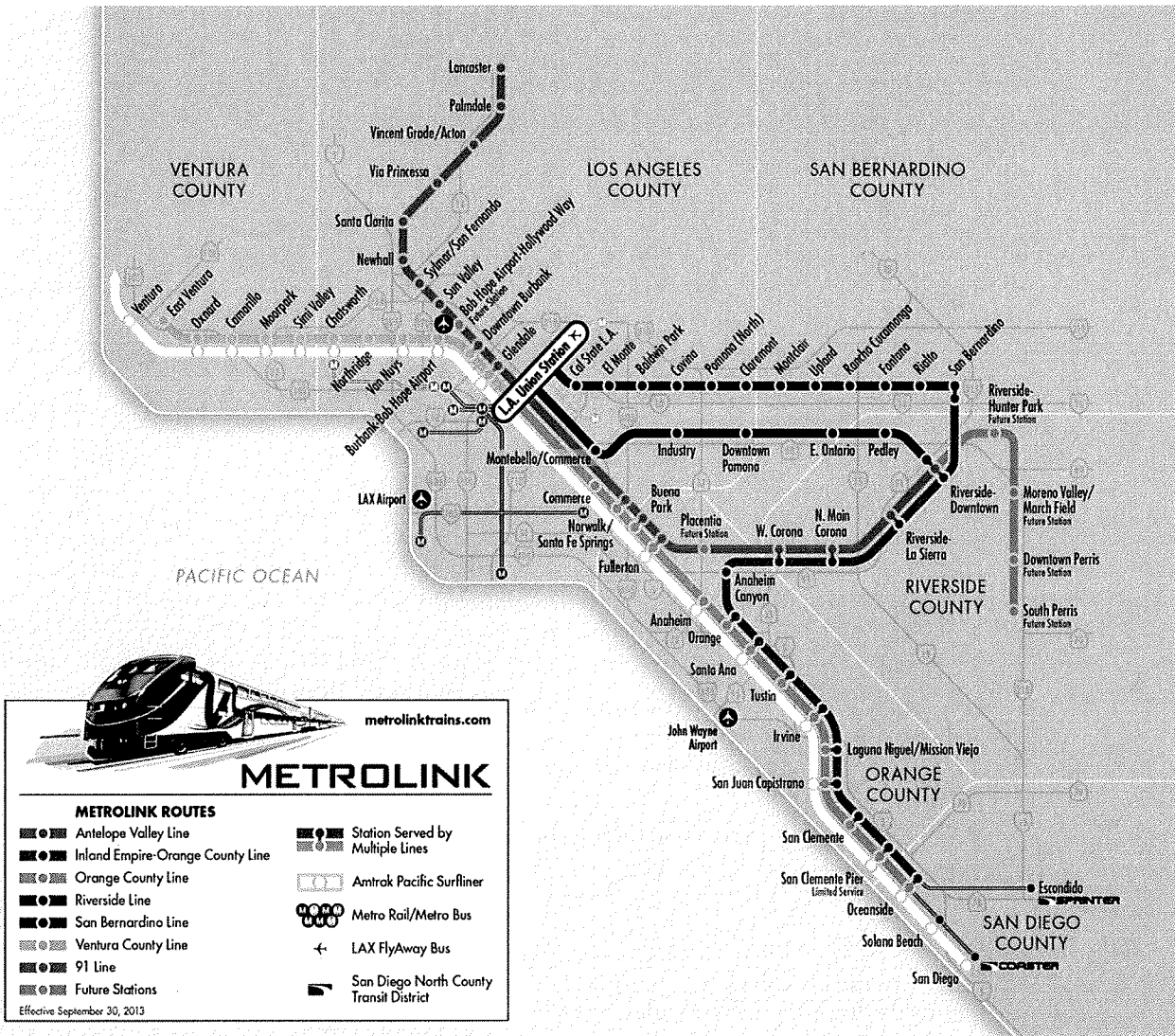


FIGURE 1 – METROLINK SYSTEM MAP

EXHIBIT A – JOB CLASSIFICATION AND GRADE CRITERIA TABLE

CONSULTANT CLASSIFICATION AND GRADE CRITERIA TABLE

	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI	Grade VII	Grade VIII
General Characteristics	<ul style="list-style-type: none"> Acquires limited knowledge and develops basic skills. Applies prescribed techniques and procedures in accordance with established criteria to perform assigned tasks. Performs routine technical work which does not require previous experience. Acquires an understanding of professional and ethical responsibilities. 	<ul style="list-style-type: none"> Acquires basic knowledge and develops skills in a specific practice area. Applies standard techniques, procedures, and criteria to perform assigned tasks as part of a broader assignment. Exercises limited judgment on details of work and in application of standard methods for conventional work. 	<ul style="list-style-type: none"> Develops broad knowledge and skills in a specific practice area. Evaluates, selects, and applies standard techniques, procedures, and criteria to perform a task or sequence of tasks for conventional projects with few complex features. Collaboratively uses judgment to determine adaptations in methods for nonroutine aspects of assignments. Works on small projects or portions of larger projects. 	<ul style="list-style-type: none"> Applies broad knowledge of principles and practices in a specific practice area. Independently evaluates, selects, and adapts standard techniques, procedures, and criteria. Acquires general knowledge of principles and practices of related fields, and ability to function on multidisciplinary teams. Works on multiple projects of moderate size or portions of major projects. 	<ul style="list-style-type: none"> Independently applies extensive and diversified knowledge of principles and practices in broad areas of assignments and related fields. Uses advanced techniques in the modification or extension of theories and practices of sciences and disciplines to complete assignments. Works on a major project or several projects of moderate scope with complex features. 	<ul style="list-style-type: none"> Applies a thorough knowledge of current principles and practices of engineering as related to the variety of aspects affecting his or her organization. Applies knowledge and expertise acquired through progressive experience to resolve crucial issues and/or unique conditions. Keeps informed of new methods and developments affecting his or her organization, and recommends new practices or changes in emphasis of programs. Works on programs of limited complexity and scope. 	<ul style="list-style-type: none"> Uses creativity, foresight, and mature judgment in anticipating and solving unprecedented problems. Makes decisions and recommendations that are authoritative and have an important impact on extensive organizational activities. Sets priorities and reconciles directions from competing interests. Works on programs with complex features. 	<ul style="list-style-type: none"> Makes decisions with broad influence on the activities of his or her organization. Makes authoritative decisions and recommendations that are conclusive and have far-reaching impact on the organization. Demonstrates a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive programs and activities of major consequence.
Technical Responsibilities	<ul style="list-style-type: none"> Collects data and gathers information or documents. Performs standard computations or analysis. Prepares drawings and visual aids. Observes construction activities. Performs basic survey work. 	<ul style="list-style-type: none"> Performs basic design tasks. Assists on other tasks such as: preparation of permit applications, material testing, drawings, and computer-aided design (CAD) work. 	<ul style="list-style-type: none"> Performs moderate design tasks. Prepares portions of project documents. Edits specifications. Performs research and investigations. 	<ul style="list-style-type: none"> Designs a complete project, system, component, or process. Prepares complete project documents. Designs and conducts experiments, and analyzes and interprets data. Formulates and solves problems. 	<ul style="list-style-type: none"> Reviews complete project documents for conformity and quality assurance. Develops new techniques and/or improved processes, materials, or products. Assists upper level management and staff as a technical specialist or advisor. Interprets, organizes, executes, and coordinates assignments. 	<ul style="list-style-type: none"> Serves as the technical specialist for the organization in the application of advanced concepts, principles, and methods in an assigned area. Keeps informed of new developments and requirements affecting the organization for the purpose of recommending changes in programs or applications. Interprets, organizes, executes, and coordinates assignments. 	<ul style="list-style-type: none"> Develops standards and guidelines. Leads the organization in a broad area of specialization or in a narrow but intensely specialized field. 	<ul style="list-style-type: none"> Performs advisory or consulting work for the organization for broad program areas or an intensely specialized area with innovative or important aspects.
Managerial Responsibilities	<ul style="list-style-type: none"> No managerial responsibilities at this level. 	<ul style="list-style-type: none"> Assigns tasks to and coordinates with technicians or administrative staff. 	<ul style="list-style-type: none"> Assigns tasks to and coordinates work with entry-level engineers, technicians, or administrative staff. Assists in determining schedule and budget requirements. 	<ul style="list-style-type: none"> Assigns tasks to and directs engineers, technicians, and administrative staff. Plans and coordinates detailed aspects of the engineering work. Prepares scopes, budgets, and schedules for assignments. Assists with proposals to provide professional services or obtain funding for engineering projects or programs. 	<ul style="list-style-type: none"> Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services or obtain funding for engineering projects or programs. 	<ul style="list-style-type: none"> Supervises a staff of engineers and technicians. Plans, schedules, or coordinates the preparation of documents or activities for multiple major projects, or is responsible for an entire program of an organization. Reviews operational procedures to ensure compliance with applicable policies and performance measures. 	<ul style="list-style-type: none"> Supervises several organizational segments or teams. Recommends facilities, personnel, and funds required to carry out programs. Oversees the technical, legal, and financial issues of an entire program. Determines program objectives and requirements. Develops standards and guidelines. 	<ul style="list-style-type: none"> Leads an entire program of critical importance. Decides the kind and extent of engineering and related programs needed for accomplishing the objectives of an organization.

CONSULTANT CLASSIFICATION AND GRADE CRITERIA TABLE

	Grade I	Grade II	Grade III	Grade IV	Grade V	Grade VI	Grade VII	Grade VIII
Direction Received	<ul style="list-style-type: none"> • Receives close supervision on all aspects of assignments. 	<ul style="list-style-type: none"> • Receives close supervision on unusual or difficult problems, and general review of all aspects of work. 	<ul style="list-style-type: none"> • Receives instruction on specific objectives. • Receives direction on unconventional and/or complex problems, and possible solutions. • Receives a thorough review of completed work for application of sound professional judgment. 	<ul style="list-style-type: none"> • Receives general direction on key objectives. • Receives guidance when necessary on unconventional or complex problems, direction on modified techniques, and new approaches on assignments with conflicting criteria. 	<ul style="list-style-type: none"> • Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. • Receives direction on unusual conditions and developments. 	<ul style="list-style-type: none"> • Receives administrative supervision with assignments given in terms of broad general objectives and limits. 	<ul style="list-style-type: none"> • Receives administrative supervision with assignments given in terms of broad general objectives and limits. 	<ul style="list-style-type: none"> • Receives general administrative direction from a board of directors or regional council.
Communication Skills	<ul style="list-style-type: none"> • Possesses basic oral and written communication skills. • Interacts with other staff. 	<ul style="list-style-type: none"> • Interacts with staff, general public, officials, and contractors. 	<ul style="list-style-type: none"> • Possesses effective oral and written communication skills. • Assists with client, customer, or official contacts and communication pertaining to specific assignments or meetings. 	<ul style="list-style-type: none"> • Interacts with clients, customers, officials, contractors, and others. • Attends project meetings and presents specific aspects of engineering assignments. 	<ul style="list-style-type: none"> • Possesses advanced oral and written communication skills. • Represents the organization in communications and conferences pertaining to broad-aspects of engineering assignments. 	<ul style="list-style-type: none"> • Routinely interacts with clients, customers, officials, contractors, and others. • Leads project meetings and makes presentations. • Represents the organization and maintains liaison with individuals and related organizations. 	<ul style="list-style-type: none"> • Possesses exceptional oral and written communication skills. • Routinely interacts with organization leaders, clients, customers, officials, contractors, and others. • Initiates and maintains extensive contacts with key engineers and officials, or other organizations and companies. • Demonstrates skills in persuasion and negotiation of critical issues. 	<ul style="list-style-type: none"> • Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. • Conducts presentations and may participate in media interviews. • Represents his or her organization at important functions or conferences, including media interviews as required. • Directs overall engineering department or division of larger company
Typical Titles								
Experience	Under 1 year	1+ years	3+ years	5+ years	10+ years	15+ years	20+ years	25+ years
Typical Education	Bachelors' degree in Engineering or Physical Science, Associate degree in Engineering or Engineering Technology, Bachelor's degree in Engineering or Construction Technology, Field Experience				Bachelors' degree in Engineering or Physical Science, Master's degree or equivalent, Doctorate Degree, Special knowledge gained from continuous experience, Lifelong commitment to maintain knowledge of contemporary issues,			
Typical Licensure	None, Engineer In Training, Land Surveyor in Training, Professional Engineer				Professional Engineer, Licensed Land Surveyor, Advanced credentials such as specialty certification, Professional Geologist			

EXHIBIT B - TESTING AND INSPECTION

B.1 MATERIAL TESTING AND SPECIALTY INSPECTION

The Consultant shall designate a qualified Materials Testing Laboratory providing laboratory testing and specialty inspection services within the general areas listed below

B.1.1 Field Inspection and Testing

- Structural Concrete
- Temporary Shoring and Falsework
- Structural Steel Welding and Bolting (Field)
- Structural Masonry
- Pile Driving
- Pre-stressing and post-tensioning of concrete structures
- Reinforcing Steel
- Soil analysis, strength, and compaction
- Roofing

B.1.2 Shop Inspection

In addition to the testing and inspection services listed above, the Consultant, either directly or through a subconsultant, shall provide qualified individuals to perform the following types of inspections and the shop or other point of production. These inspections are to be performed in accordance with the requirements of the technical specifications or the appropriate code governing the design, fabrication, production, or construction of the individual items:

- Structural steel fabrication
- Concrete batch plant inspection
- Precast concrete fabrication plants

B.2 Nondestructive Examination and Laboratory Testing:

The Testing Laboratory shall have the capability of performing non-destructive examination in both the field and the laboratory in the following areas and conforming to

the listed standards. Where the reference standard designates a standard practice, the Laboratory shall have the capability of performing each of the individual tests identified in the standard practice as well as performing assessments, sample collection, sample cleaning, sample decontamination, inspection, installation of testing apparatus, sample preparation, screening, training of staff.

B.2.1 Nondestructive Examination

- | | |
|--|--------------|
| 1. Magnetic Particle Testing | ASTM E1444 – |
| 2. Liquid Penetrant Testing | ASTM E1417 |
| 3. Ultrasonic Examination of Weldments | ASTM E164 |
| 4. Radiographic Examination | ASTM E1742 |
| 5. Radiographic Examination of Weldments | ASTM E1032 |

B.2.1 Soils Testing

- | | |
|---|--------------------------|
| 1. Maximum Density | ASTM D1557 |
| 2. Natural Soil, each | Calif. 301 or ASTM D2488 |
| 3. Cement or Lime Treated | Calif. 301 or ASTM D2488 |
| 4. Aggregate Base | Calif. 301 or ASTM D2488 |
| 5. California Bearing Ratio, including Sieve Analysis and Percent Swell | STM D1883 |
| 6. CBR Value at other than 100% | MIL STD 621A |
| 7. Particle Size Distribution (Gradation) of Soils | ASTM D6913 |

B.1.5 Aggregate And Base Course

- | | |
|--|------------|
| 1. Durability of Aggregate | Calif. 299 |
| 2. Specific Gravity, includes Percent Absorption, Fine Aggregate | ASTM C218 |
| 3. Abrasion Resistance - LA Rattler | ASTM C131 |
| 4. Sieve Analysis of Fine and Coarse Aggregates | ASTM C136 |

B.1.6 Concrete Tests

- | | |
|---|---|
| 1. Mix Design Reviews | Design and Control of Concrete Mixtures (Portland Cement Association) |
| 2. Testing Concrete and Concrete Aggregates for Use in Construction | ASTM C1077 |
| 3. Compression Tests | ASTM C39 |
| 4. Pick-up of samples | ASTM D75 |
| 5. Unit Weight of Hardened Concrete | C642 |
| 6. Flexure Test, 6" x 6" Beams | ASTM C78 or ASTM C293 |
| 7. Shrinkage (3 bars) | ASTM C157 |
| 8. Laboratory Trial Batch | ASTM C192 |

B.1.7 Concrete Aggregate Tests

- | | |
|--|-----------|
| 1. Sieve Analysis Processed (each size) | ASTM C136 |
| 2. Abrasion (LA Rattler 100 and 500 Revolutions) | ASTM C131 |

B.1.8 Masonry Tests

- | | |
|---|----------|
| 1. Compression tests (2" x 4") Mortar Cylinders | ASTM C39 |
| 2. Concrete Block Compression (3 required) | ASTM C14 |
| 3. Concrete Block Absorption (3 required) | ASTM C14 |
| 4. Concrete Block Moisture (3 required) | ASTM C14 |

B.1.9 Reinforcing Steel Tests

- | | |
|-------------------------------------|-----------|
| 1. Tensile Test, #11 Bar or Smaller | ASTM A615 |
| 2. Bend Test, #11 Bar or Smaller | ASTM A615 |

B.3 Reporting Requirements

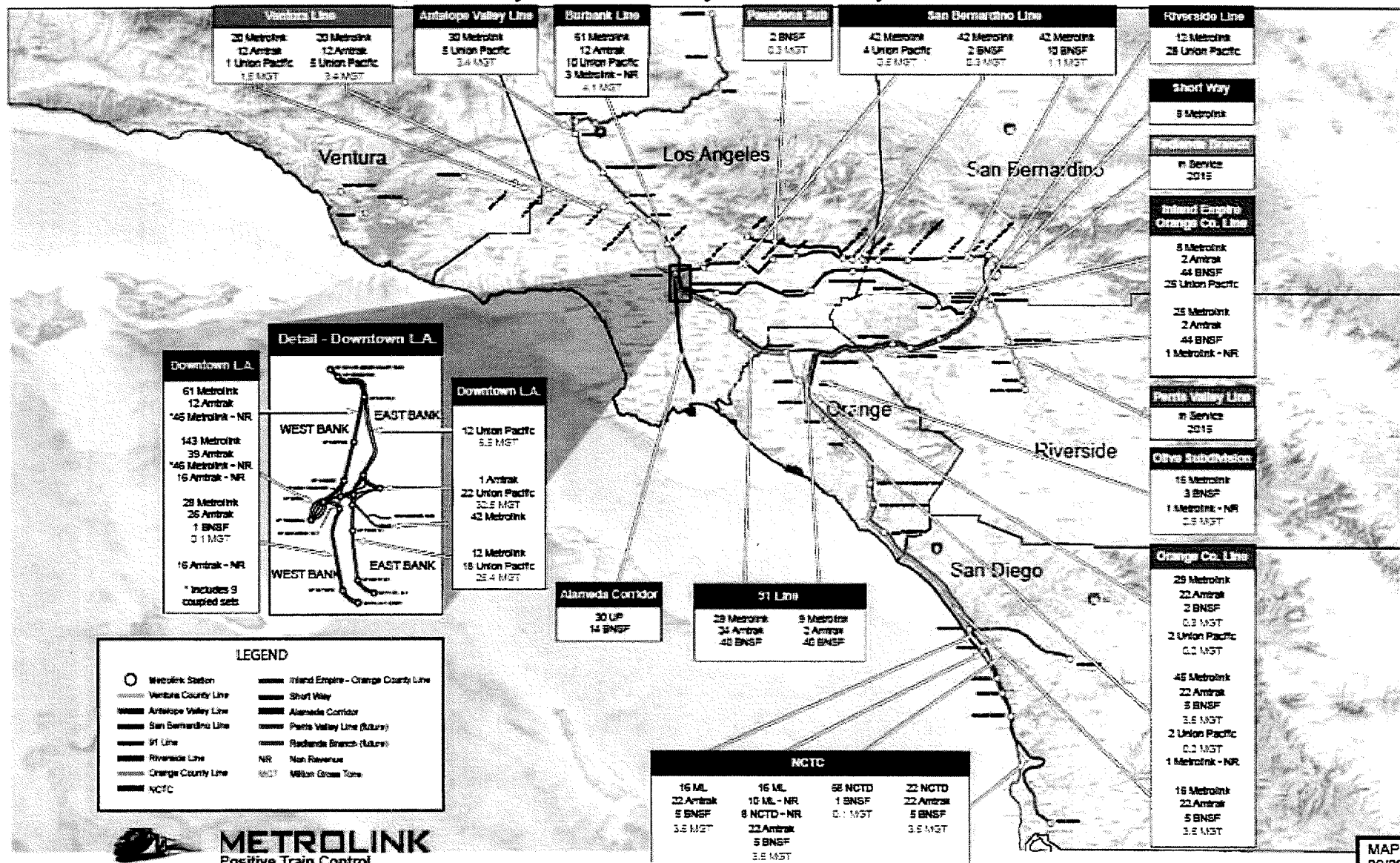
The Laboratory will provide Authority the following reports at each category of testing:

- Inspection Reports
- Testing Reports
- Project Certification Report certifying that materials and installations tested are in compliance with contract specifications for that particular project.

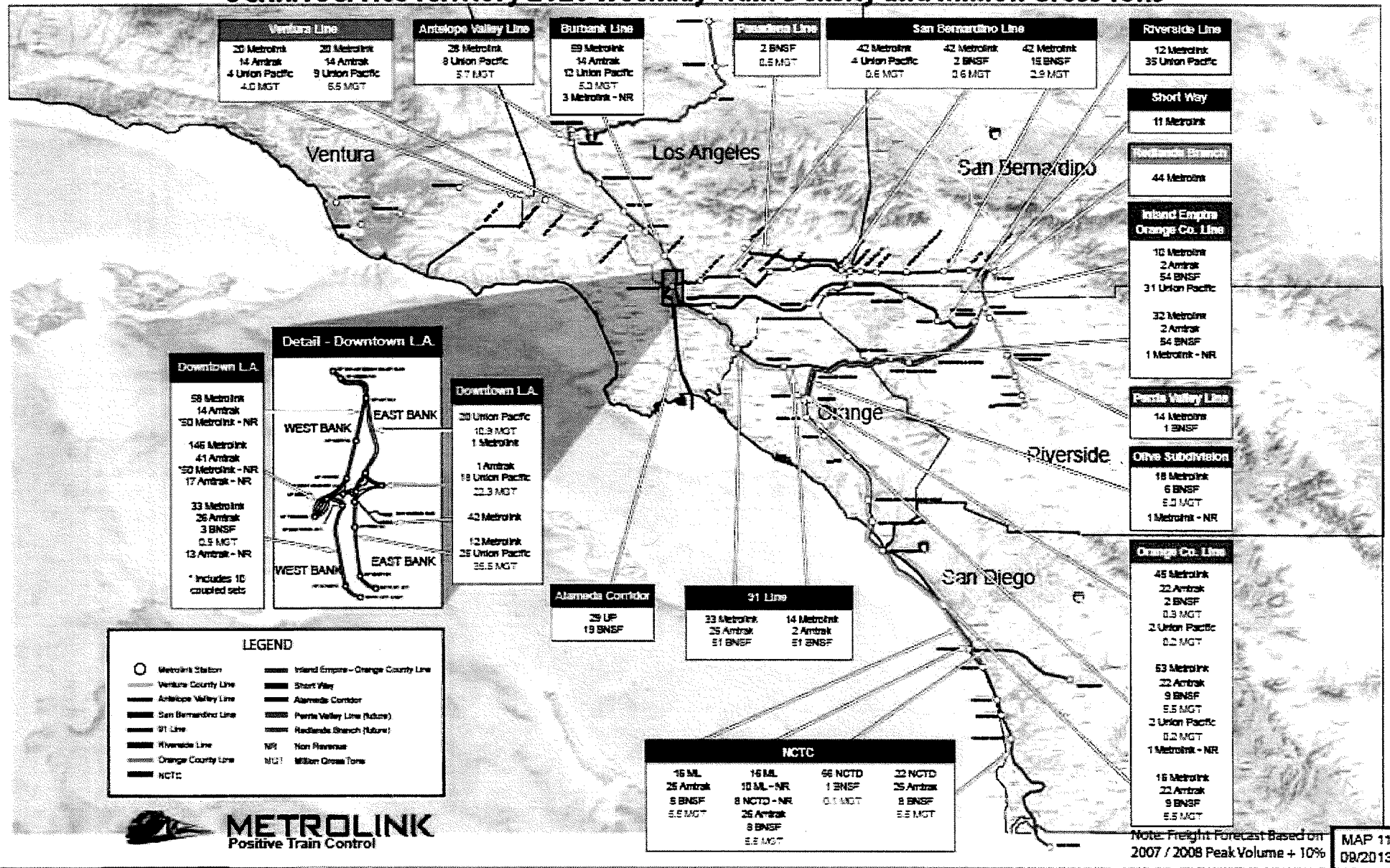
These reports are due upon completion of each test.

**EXHIBIT C – SCRRRA SERVICE TERRITORY WEEKDAY TRAIN DENSITY
AND MILLION GROSS TONS (2013 and 2020)**

SCRRRA Service Territory 2013 Weekday Train Density and Million Gross Tons



SCRRA Service Territory 2020 Weekday Train Density and Million Gross Tons



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

**CONTRACT NO. E741C-15
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND
STAFF ASSISTANCE 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 nor 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:

1. 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 sub-agreement 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. Organizational Conflicts of Interest. 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.¹

¹ 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

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.² 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-agreement³ 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.⁴ A personal conflict of interest also arises where any 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.⁵ In addition, a personal conflict of interest arises where any such person uses his

employees and the relationship between public entities and private businesses. These vary in nature, and may impose both civil and criminal sanctions on violators.

² See FTA Master Agreement Section 3(a)(1).

³ This interpretation applies to both subcontractors and general contractors providing procurement-related services to a grantee.

⁴ 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 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).

⁵ See 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.

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.⁶

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

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.⁸

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 follow-on 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

⁶ See 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.

⁷ - 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.

¹⁹ - 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.

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.⁹ 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 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 guidance 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

⁹ - Mergers and acquisitions have had a strong effect on contracts in the environmental area, thus warranting a separate discussion of this topic.

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.¹⁰

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.¹¹ 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.¹²

¹⁰ - 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.

¹¹ - Recommendation of the ABA Model Procurement Code, § R12-202.01.

¹² - BART Procurement Manual, Attachment B.

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.

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).¹³ 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 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

¹³ - 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.

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.¹⁴

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 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.¹⁵ 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.

¹⁴ - 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.

¹⁵ - 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).

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.
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.