



**AMENDMENT NO. 2**  
**TO**  
**CONTRACT NO. E741B-15**  
**BETWEEN**  
**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
**AND**  
**WSP USA INC.**  
**FOR**  
**PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND STAFF**  
**ASSISTANCE SERVICES**

This Contract Amendment, effective August 22, 2017, is entered into by and between the Southern California Regional Rail Authority (hereinafter called "Authority") and WSP USA INC. (hereinafter called "Consultant").

**RECITALS**

WHEREAS:

- I. Authority and Consultant have entered into an Agreement for PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT AND STAFF ASSISTANCE SERVICES.
- II. The Authority hereby amends the Agreement under Amendment No. 2 to add MBI Media, Inc. as an approved subconsultant to the Agreement, and revise Exhibit 1, Negotiated Billing Rates, to incorporate new billing rates for MBI Media, Inc.

NOW, THEREFORE, Authority and Consultant hereby:

- I. Replace Section 10 of the Agreement, Subconsultants, in its entirety and replace it with the following:

**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**

Advanced Rail Management  
507 Latania Palm Drive  
Indialantic, FL 32903

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Auriga Corporation  
890 Hillview court, Suite 130  
Milpitas, CA 95035

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CTC, Inc.  
5250 W. Century Blvd.  
Los Angeles, CA 90045

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Enabled Consultants, LLC  
160 W. Center St. Promenade, Suite  
110  
Anaheim, CA 92805

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Top Rail Management

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Information Technology

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Railroad Signals, Grade Crossings

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Communications / IT Integration

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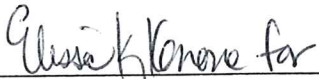
<b>Subconsultants Names and Addresses</b>	<b>Services to Be Performed</b>
Kal Krishnan Consulting Services, Inc. 800 S. Figueroa Street, Suite 1210 Los Angeles, CA 90017	Scheduling / Project Controls, Inspection, Estimating
Katherine Padilla & Associates 440 Tamarac Drive Pasadena, CA 91105	Stakeholder Engagement / Outreach
Kleinfelder   Simon Wong Engineering 3880 Lemon St., 3 <sup>rd</sup> Floor Riverside, CA 92501	Estimating, Inspection, Safety
Lockwood, Andrews and Newman, Inc. 770 The City Drive South, Suite 8425 Orange, CA 92868	Project Management
LTK Engineering Services 811 West 7 <sup>th</sup> Street, Suite 500 Los Angeles, CA 90017	Rolling Stock, Rail Vehicle
Rail Surveyors and Engineers, Inc. 430 N. Vineyard, Suite 220 Ontario, CA 91764	Surveying and Mapping, Rail Engineering
S & T Engineering, Inc. 15437 Proctor Avenue City of Industry, CA 91745	Materials Testing
Safework, Inc. 20750 Ventura Blvd., Suite 330 Woodland Hills, CA 91367	Inspection, Safety, Construction Management, Signal Engineering
The Morcos Group 848 S. Ridgeley Drive Los Angeles, CA 90036	Stakeholder Engagement/ Outreach, Third-Party Coordination
Twining, Inc. 2883 E. Spring Street, Suite 300 Long Beach, CA 90806	Materials Testing
Xorail 430 N. Vineyard, Suite 220 Ontario, CA 91764	PTC
MBI Media, Inc. 957 S. Village Oaks Dr. Covina, CA 91724	Public Outreach

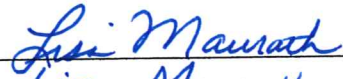
- II. Amend Exhibit 1, Negotiated Billing Rates, to add the attached negotiated billing rates for MBI Media, Inc. There will be no change to the not-to-exceed amount of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed as of the day and year first therein above written.

SOUTHERN CALIFORNIA  
REGIONAL RAIL AUTHORITY

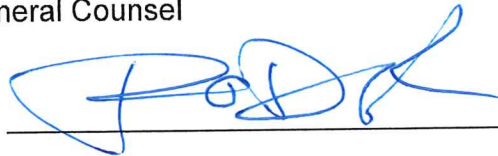
WSP USA INC.

By:   
Lia McNeil-Kakaris  
Assistant Director, Contracts and  
Procurement

By:   
Lisa Maurath  
Area Manager

**APPROVED AS TO FORM:**

DON O. DEL RIO  
General Counsel

By: 

E741B-15 - EXHIBIT 1 - PRICING FORM - MBI MEDIA, INC.

POSITION	OVERHEAD (%)		ACTUAL LABOR RATE	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
			\$	\$	\$	\$	\$	\$	\$	\$	\$
Principal, Oversight	225.00%	225.00%	\$ 45.00	\$ 146.25	\$ 146.25	\$150.64	\$150.64	\$155.16	\$155.16	\$159.81	\$159.81
Sr. Project Manager, Oversight	225.00%	225.00%	\$ 38.50	\$ 125.13	\$ 125.13	\$128.88	\$128.88	\$132.75	\$132.75	\$136.73	\$136.73
Project Manager	225.00%	225.00%	\$ 31.00	\$ 100.75	\$ 100.75	\$103.77	\$103.77	\$106.89	\$106.89	\$110.09	\$110.09
Resource Manager	225.00%	225.00%	\$ 26.50	\$ 86.13	\$ 86.13	\$88.71	\$88.71	\$91.37	\$91.37	\$94.11	\$94.11
Copywriter	225.00%	225.00%	\$ 21.00	\$ 68.25	\$ 68.25	\$70.30	\$70.30	\$72.41	\$72.41	\$74.58	\$74.58
Graphic Designer	225.00%	225.00%	\$ 34.00	\$ 110.50	\$ 110.50	\$113.82	\$113.82	\$117.23	\$117.23	\$120.75	\$120.75